

CONGRESS TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In the Agreement the following words and phrases have the following meanings:

Agreement: the Congress Terms and the Registration Form;

Applicant: the party named as such on the Registration Form;

Applicant Credit Card: the credit card specified by the Applicant on the Registration Form;

Cancellation Notice: has the meaning given in clause 3.8;

Category C Countries: Albania, Algeria, Belarus, Belize, Bolivia, Bosnia and Herzegovina, Bulgaria, Cape Verde, Colombia, Costa Rica, Cuba, Djibouti, Dominican Republic, Ecuador, Egypt, El Salvador, Equatorial Guinea, Fiji, Georgia, Guatemala, Guyana, Iran, Iraq, Islamic Rep. Iraq, Jamaica, Kazakhstan, Kiribati, Latvia, Lithuania, Macedonia - FYR, Maldives, Marshall Islands, Micronesia - Fed. Sts., Morocco, Namibia, Papua New Guinea, Paraguay, Peru, Philippines, Romania, Russian Federation, Samoa, Saudi Arabia, South Africa, Sri Lanka, St Vincent and the Grenadines, Suriname, Swaziland, Syrian Arab Republic, Thailand, Tonga, Tunisia, Ukraine, Uzbekistan, Vanuatu, West Bank and Gaza, Yugoslavia – FR, Serbia / Montenegro;

Category C Registration: reduced registration fees available only to Nationals of a Category C Country currently working in a Category C Country, on submission of the Eligibility Document;

Category D Countries: Afghanistan, Angola, Armenia, Azerbaijan, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cameroon, Central African Republic, Chad, China (except Hong Kong), Comoros, Congo - Dem., Rep. Congo, Rep. Cote d'Ivoire, Eritrea, Ethiopia, Gambia, Ghana, Guinea, Guinea Bassau, Haiti, Honduras, India, Indonesia, Kenya, Korea - Dem. Rep., Kyrgyz, Lao PDR, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Moldova, Mongolia, Mozambique, Myanmar, Nepal, Nicaragua, Niger, Nigeria, Pakistan, Rwanda, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Sudan, Tajikistan, Tanzania, Togo, Turkmenistan, Uganda, Vietnam, Yemen, Zambia, Zimbabwe;

Category D Registration: reduced registration fees available only to Nationals of a Category D Country currently working in a Category D Country, on submission of the Eligibility Document;

ChoiceLive: (Professional Congress Organiser) Choice Live Limited (company number 05783257) whose registered office is at 65 Knowl Piece, Wilbury Way, Hitchin, Hertfordshire, SG4 0TY, United Kingdom;

ChoiceLive Cancellation Team: ChoiceLive Cancellation Team, Choice Live Limited, 65 Knowl Piece, Wilbury Way, Hitchin Hertfordshire, SG4 0TY, United Kingdom;

ChoiceLive Website: www.choicelive.com;

Congress: NYSORA World Anesthesia Congress (NWAC) 2010;

Congress Dates: 7 – 12 March 2010;

Congress Package: available to all Applicants except those applying for the Nurses 1 Day Program and includes: participation in all scientific sessions (except workshops); delegate bag containing all printed congress materials; participation at the welcome and closing speeches; all coffee breaks; entrance to the exhibition area.

Congress Rate: the appropriate registration fee payable (inclusive of any applicable sales tax) on submission of the Applicant's Registration Form (and the Eligibility Document if applicable), as follows:

for registrations received on or before 30 November 2009:

Early rate registration \$ 850.00
Early rate trainee/resident \$ 550.00
Early rate nurses (including Nurses 1 Day Program) \$ 550.00
Early rate for delegates living and working in the UAE \$ 550.00
Early rate category C countries \$ 500.00
Early rate category D countries \$ 300.00
Early rate nurses 1 Day Program 10 March \$ 100.00;

for registrations received after 30 November 2009:

Standard rate registration \$ 950.00
Standard rate trainee/resident \$ 650.00
Standard rate nurses (including Nurses 1 Day Program) \$ 650.00
Standard rate for delegates living and working in the UAE \$ 650.00
Standard rate category C countries \$ 575.00
Standard rate category D countries \$ 375.00
Standard rate nurses 1 Day Program 10 March \$ 125.00;

Congress Terms: these terms and conditions;

Congress Venue: Dubai International Convention and Exhibition Centre;

Congress Website: www.nysoraworld.com;

Delegate: the Applicant;

Eligibility Document: an official letter on letter-headed paper issued by the Head of Department in which the Applicant is working, confirming the Applicant's entitlement to the appropriate reduced Congress Rate;

Full Day Tours: as advertised on the Congress website;

Half Day Tours: as advertised on the Congress website;

Nurses 1 Day Program Registration: the registration fees available only to Nurses on receipt of the Eligibility Document and includes: participation only in the Nurses Program on 10 March, delegate bag containing all printed congress materials, all coffee breaks on 10 March only, entrance to the exhibition area on 10 March only;

Nurses Registration: reduced registration fees available only to Nurses for the Congress Package, on receipt of the Eligibility Document;

Registrar/Trainee Registration: reduced registration fees available only to Registrars/Trainees on receipt of the Eligibility Document;

Registration Fee: the Congress Rate;

Registration Form: the NWAC 2010 registration form entitled as such on ChoiceLive's website relating to the Congress;

UAE Delegates' Registration: reduced registration fees available only to Applicants living and working in the United Arab Emirates; and

Workshops: hands-on sessions for which an additional fee per workshop is payable, as advertised on the Congress website.

1.2 In the Agreement:

1.2.1 the singular includes the plural and vice versa;

1.2.2 references to gender include references to all genders;

1.2.3 unless otherwise stated, references to clauses are to clauses of the Agreement;

1.2.4 the clause headings are for reference only and will not affect the construction or interpretation of the Agreement; and

1.2.5 references to statutes, any statutory instrument, regulation or order will be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time.

1.3 In the event of conflict, the Congress Terms will prevail over the Registration Form.

2. APPLICATION OF TERMS

2.1 The Registration Form submitted by the Applicant on the Congress Website will be deemed to be an offer by the Applicant for the Delegate to attend the Congress subject to the terms and conditions of these Congress Terms. The Applicant's offer will be accepted upon ChoiceLive sending written notification to the Applicant confirming that the Applicant's Registration Form has been accepted.

2.2 No terms or conditions endorsed on, delivered with or contained in the Applicant's purchase order, confirmation of order or other document will form part of the Agreement simply as a result of the document being referred to in the Agreement.

3. CONGRESS

3.1 ChoiceLive will hold the Congress at the Congress Venue on the Congress Dates.

3.2 The parties acknowledge that a number of registration fees are available to prospective delegates for attendance at the Congress.

- 3.3 The Delegate may benefit from the Registrar/ Trainee Registration if the following conditions are satisfied:
- (i) the Delegate is a registrar or a trainee; and
 - (ii) the Eligibility Document is submitted with the Applicant's Registration Form.
- 3.4 The Delegate may benefit from the Category C Registration if the following conditions are satisfied:
- (i) the Delegate is a National of a Category C Country currently working in a Category C Country; and
 - (ii) the Eligibility Document is submitted with the Applicant's Registration Form.
- 3.5 The Delegate may benefit from the Category D Registration if the following conditions are satisfied:
- (i) the Delegate is a National of a Category D Country currently working in a Category D Country; and
 - (ii) the Eligibility Document is submitted with the Applicant's Registration Form.
- 3.6 The Delegate may benefit from the Nurses Registration or the Nurses 1 Day Program Registration if the following conditions are satisfied:
- (iii) the Delegate is a nurse; and
 - (iv) the Eligibility Document is submitted with the Applicant's Registration Form.
- 3.7 Upon payment of the Registration Fee and, if applicable, upon receipt of satisfactory Eligibility Documents (as determined by ChoiceLive in its sole opinion), ChoiceLive will send the Applicant written notice confirming that the Applicant's Registration Form has been accepted (in accordance with clause 2.1), and ChoiceLive will then reserve a place for the Delegate to attend the Congress on the terms of the relevant registration specified on the Applicant's Registration Form.
- 3.8 The Applicant may cancel his registration by sending written notice of such cancellation ("**Cancellation Notice**") to the ChoiceLive Cancellation Team.
- 3.9 In the event that ChoiceLive receives the Applicant's Cancellation Notice:
- (i) on or before 30 November 2009, ChoiceLive will refund the Applicant with the Registration Fee less a \$30.00 administrative fee;
 - (ii) after 30 November 2009, no refund will be payable to the Applicant;
 - (iii) a name change will be permitted on or before 23 February 2010, on payment of a \$30.00 administrative fee;
 - (iv) no name changes will be permitted after 23 February 2010.
- 3.10 The parties acknowledge that each delegate contract relating to the Congress is deemed to be separate and independent to other delegate contracts (including the Agreement) and that any variation and/ or waiver to a third party delegate contract will not affect the parties' rights and obligations under the Agreement unless such variation and/ or waiver is made in accordance with the terms of the Agreement.

3.11 The Applicant will immediately notify ChoiceLive in writing of any changes to the information submitted by the Applicant on the Registration Form.

4. PRICE AND PAYMENT

4.1 In consideration of ChoiceLive providing the Delegate with the opportunity to attend the Congress, the Applicant will pay ChoiceLive the Registration Fee.

4.2 The Applicant will submit payment of the Registration Fee with his Registration Form.

4.3 The Applicant hereby irrevocably authorises ChoiceLive to charge the Registration Fee to the Applicant Credit Card in accordance with clause 4.2.

5. WARRANTIES AND LIABILITY

5.1 The Applicant warrants to ChoiceLive that the information stipulated by the Applicant on the Registration Form and any updated information submitted to ChoiceLive in accordance with clause 3.11 is true, complete and accurate.

5.2 The Applicant warrants to ChoiceLive that it is authorised to provide ChoiceLive with the Applicant Credit Card for payment of the Registration Fee.

5.3 Save as expressly specified in the Agreement, all terms, conditions, warranties, representations, or guarantees, whether express or implied, relating to the performance, quality or fitness for purpose of any part of the goods and/or services provided by ChoiceLive under the Agreement are, to the fullest extent permitted by law, hereby excluded.

5.4 Neither party excludes or limits liability to the other party for death or personal injury caused by that party's negligence, or liability for fraudulent misrepresentation, or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

5.5 Subject to clauses 5.4 and 5.6, the entire financial liability of ChoiceLive in respect of all or any breaches of the Agreement or of any other duty to the Applicant or for negligence in connection with the subject matter of the Agreement will be limited to the amount of the Registration Fee.

5.6 Subject to clause 5.4, in no event will ChoiceLive be liable to the Applicant for any of the following however and whenever arising:

5.6.1 loss of profits; or

5.6.2 loss of business; or

5.6.3 loss of revenue; or

5.6.4 loss of data; or

5.6.5 loss of goodwill; or

5.6.6 loss of anticipated savings; or

5.6.7 any special, indirect, consequential or pure economic loss, damage, costs or expense.

5.7 The Applicant will indemnify ChoiceLive forthwith upon demand in respect of any loss, damage, cost or expense suffered or incurred by ChoiceLive as a result of the Applicant breaching any of its obligations in the Agreement.

6. TERMINATION

- 6.1 Notwithstanding any other provision of the Agreement, and without prejudice to any other rights that ChoiceLive may have, ChoiceLive may forthwith terminate the Agreement by written notice to the Applicant if any of the following events occur:
- 6.1.1 if the Applicant is in material breach of a provision of the Agreement and fails to remedy such breach (if capable of remedy) within 14 days of having received written notice of breach; or
 - 6.1.2 if the Applicant (being an individual) has a statutory demand or bankruptcy order made against him or makes an arrangement or composition with creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) enters into administration (whether out of court or otherwise), receivership, liquidation, a formal arrangement with its creditors or any analogous proceedings or procedure, or is otherwise insolvent or ceases or threatens to cease to trade.
- 6.2 Termination of the Agreement will be without prejudice to any accrued rights or obligations of either party.

7. FORCE MAJEURE

- 7.1 Neither party will be liable for any failure or delay in the performance of the Agreement which is caused by circumstances beyond the reasonable control of the party concerned including, without limitation, acts of God, war or national emergency, acts of terrorism, strike, lock-out, fire, explosion and flood ("**Force Majeure**"), provided always that the defaulting party uses all reasonable endeavours (but without an obligation to incur cost) to minimise the period of disruption caused by Force Majeure.
- 7.2 ChoiceLive reserves the right to defer or to cancel the Congress (without liability to the Applicant) in the event of a Force Majeure.

8. DATA PROTECTION

- 8.1 ChoiceLive will process personal information ("**Information**") as defined in the Data Protection Act 1998 ("**DPA**") provided by the Applicant to ChoiceLive in accordance with applicable data protection law and this clause 8. The Applicant consents to ChoiceLive using Information as follows:
- 8.1.1 ChoiceLive will obtain, record, store and use Information as necessary in connection with the Congress including transfer of Information to employees, agents and third parties as required for this purpose;
 - 8.1.2 ChoiceLive may transfer its business assets (which includes Information) on re-organisation, sale or merger of the whole or any part of its business;
 - 8.1.3 ChoiceLive reserves the right to process Information as required for marketing purposes, to obtain legal advice, comply with legal requirements, enforce or apply any agreements (including the Agreement) and protect the rights, property or safety of ChoiceLive, its employees, its clients and others; and

8.1.4 ChoiceLive may transfer Information outside the European Economic Area for any of the purposes listed in this clause 8.

8.2 If ChoiceLive intends to process Information other than as set out above the Applicant will receive notice and be given the opportunity to decline the processing.

9. GENERAL

9.1 The Agreement contains the whole agreement between the parties in respect of its subject matter and supersedes any prior written or oral agreement between them, and the parties confirm that they have not entered into the Agreement on the basis of any representations that are not expressly incorporated in the Agreement. Nothing in the Agreement will operate to limit or exclude any liability for fraud.

9.2 No amendment to the Agreement will be binding unless made in writing and signed by an authorised signatory of each party.

9.3 The Applicant will not assign, charge or otherwise transfer to a third party any of its rights or obligations hereunder without the prior written consent of ChoiceLive. ChoiceLive may assign, transfer or sub-contract any of its rights or obligations hereunder without the prior written consent of the Applicant.

9.4 No waiver of any breach of either party's obligations hereunder will represent a waiver of the waiving party's rights hereunder or of any subsequent breach.

9.5 The parties respectively will and will procure that any other necessary party will execute all such documents and do all acts and things as may reasonably be required to secure each of the obligations of the parties under the Agreement.

9.6 None of the provisions of the Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to the Agreement.

9.7 Any notice to effect cancellation, suspension or termination of the whole or any part of the Agreement:

9.7.1 will be made in writing and either delivered personally or sent by recorded delivery or via electronic mail, to the party to whom the notice is addressed at its address as set out in the Agreement or such other address as a party may specify by notice in writing to the other party;

9.7.2 in the absence of evidence of earlier receipt, receipt will be deemed to have been duly given:

- (i) if delivered personally, when left at the address referred to in clause 9.7.1; or
- (ii) if sent by recorded delivery, at the time recorded by the delivery agent ;or
- (iii) if sent by electronic mail, at the time of receipt (for the avoidance of doubt all electronic mail should be sent with a read receipt notification request).

9.8 For the avoidance of doubt electronic mail will be deemed to be "writing" for the purpose of the Agreement but this will not prejudice the express requirements for delivery of notices under clause 9.7.

- 9.9 If any provision of the Agreement is held to be void or unenforceable in whole or in part, the Agreement will continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 9.10 The Agreement will be binding on and will continue for the benefit of the permitted successors and permitted assigns (as the case may be) of each of the parties.
- 9.11 All provisions of the Agreement will, so far as they are capable of being performed and observed, continue in full force and effect notwithstanding any expiry or earlier termination.
- 9.12 Nothing in the Agreement is intended to, or shall be deemed to, constitute a contract of employment.

10. DISPUTE RESOLUTION PROCEDURE

If any dispute arises in connection with the Agreement, a representative of each party with authority to settle the dispute will, within 21 days of a written request from one party to the other, respond in writing in an effort to resolve the dispute. If the dispute is not resolved within said correspondence, either party may commence legal proceedings.

11. APPLICABLE LAW

The Agreement will be governed by and construed in accordance with the laws of England and Wales and, subject only to clause 10, the parties submit to the exclusive jurisdiction of the English courts for the resolution of any dispute.