

Awards Table Booking Terms and Conditions

Last Updated: October 2024

These terms and conditions (the “Terms”) govern the basis on which you can make bookings for tables at the event(s) run by Heroes Awards Limited a company registered in England and Wales with registration number 15373865 and registered office at 71-75 Shelton Street, London, WC2H 9JQ (“us”, “our” or “we”). All other terms and conditions of business, including any that you may send to us when placing, renewing, or paying for table bookings, are excluded.

Please read the Terms carefully. By submitting a booking request online you acknowledge that you agree to the Terms.

1. Bookings and Payment

1.1 Booking requests should be submitted online or through the event sales team. Payment must be made, or authorisation to deduct payment given, at the time a booking request is submitted. No booking is guaranteed until you receive a confirmation email or booking contract from us.

1.2 Provided you have complied with these terms and conditions we will, subject to availability, send a confirmation email to you in respect of your booking request as soon as reasonably practicable. If there is no availability we will email you to inform you that this is the case as soon as reasonably practicable. Where your booking request is refused we will process any refund due to you within 30 days of informing you of such refusal.

1.3 Payment may be made by either (i) bank transfer; or (ii) credit or debit card (we accept the following credit and debit cards: Visa; MasterCard; and American Express); or (iii) invoice.

1.4 If you wish to pay by bank transfer please use the bank account details provided by us on request.

You are responsible for paying all bank charges. If bank charges are not paid by you your booking may be refused. A payment description should be included with your payment which references your company name. Once the transfer has been made you will need to scan and email proof of payment/bank transfer confirmation, quoting your company name, in order to complete your booking.

2. Cancellation, Postponement, Substitutions and Changes to the Event

2.1 We reserve the right and shall be entitled to make changes to the Event at any time without liability to you, including without limitation in respect of the advertised content, timings on the day, date, venue, format and/or location of the Event or the advertised speakers. We will keep you informed of any such changes from time to time.

2.2 We reserve the right and shall be entitled to, in our sole discretion, cancel or postpone the date of the Event. We shall give written notice to you of our decision to cancel or postpone the Event as soon as reasonably practicable. In the case of our:

2.2.1 postponement of the Event, we will offer you the choice of either:

(i) a credit for a future event run by us of your choice (up to the value of sum paid by you in respect of the Event); or

(ii) the opportunity to attend the Event on the new date.

2.2.2 cancellation of the Event, we will offer you a credit for a future event run by us of your choice (up to the value of sum paid by you in respect of the Event).

2.3 No refunds are available once an order has been placed in respect of any postponement, cancellation or non-attendance (including without limitation for table booking or individual places). Should individual guests on your table be unable to attend, we would welcome a substitute guest attending in their place. Similarly, substitutions can be made for individual seats, at no extra charge. Please notify us by email with the name and job title of both the registered guest and the substitution guest.

2.4 Subject to clause 2.3, your booking is personal to you and will only entitle you and your named guests to attend the Event. Other than as set out in clause 2.3 you are expressly prohibited from selling, or in any other way transferring, your booking whether in whole or part and whether in exchange for payment or otherwise, to any third party. We reserve the right to cancel your booking without refund if you breach this clause 2.4.

2.5 Any late payment for goods, services or products supplied such as sponsorships and/or table sales which exceed the stated payment period plus 30 days shall be subject to a late payment surcharge of 10%.

2.6 Late payment for goods, services or products supplied such as sponsorships and/or table sales which exceed the stated payment period plus 60 days shall be subject to a late payment surcharge of 20%.

2.7 Late payment for goods, services or products supplied such as sponsorships and/or table sales which exceed the stated payment period plus 90 days shall be subject to a late payment surcharge of 30%.

3. Liability

3.1 Subject to Clause 3.4, our aggregate liability to you, however caused, in respect of all claims (or series of claims) arising out of or in connection with these Terms or otherwise in connection with any booking (or requested booking) made by you or otherwise in relation to the Event at which you have booked a table (or requested a booking of a table) shall be limited to the price paid by you in respect of the applicable booking.

3.2 Notwithstanding any other provision in these Terms, but subject to Clause 3.4, we shall not be liable, in each case however caused for any:

3.2.1 direct or indirect loss of or damage to:

- (a) profit;
- (b) revenue;
- (c) business;
- (d) contracts;
- (e) opportunities;
- (f) data;
- (g) anticipated savings or interest;
- (h) reputation;
- (i) goodwill;
- (j) use; or

3.2.2 costs of wasted management or staff time; or

3.2.3 travel, accommodation or other costs and expenses; or

3.2.4 indirect, special or consequential damages, loss, costs, claims or expenses of any kind.

3.3 You agree to indemnify us, our staff and our affiliates and to hold us harmless to the fullest extent permitted by law, against all loss, costs, claims or expenses of any kind arising from any negligent act or omission by you (including your delegates) during or otherwise in relation to your booking and/or your attendance at the event for which you have made a table booking.

3.4 Nothing in this these Terms shall limit or exclude either party's liability for:

3.4.1 death or personal injury caused by that party's negligence, to the extent prohibited by law;

3.4.2 fraud or fraudulent misrepresentation;

3.4.3 any other liability which cannot be limited or excluded by applicable law.

3.5 We shall not be in breach of these Terms for any change to the Event under clause 2.1 or any postponement and/or cancellation of the Event under clause 2.2 of these Terms and you acknowledge that the rights in respect of postponement and/or cancellation of the Event under clause 2.2 are your sole rights and you waive all other rights and remedies in respect of any postponement and/cancellation of the Event. For the avoidance of doubt, we shall not be liable to you or any third party for any travel, accommodation or other costs and expenses incurred in connection with any change to the conference under clause 2.1 or any postponement and/or cancellation of the conference under clause 2.2 of these Terms.

3.6 The parties agree that each of the sub-clauses in clause 3.2 and each of the sub-paragraphs 3.2.1(a) to 3.2.1(j) in sub-clause 3.2.1 constitute separate terms and the introductory wording of clause 3.2 shall be applied to each of them separately. If there is any claim or finding that any such individual sub-clause or sub-paragraph is unenforceable for any reason, such unenforceability shall not affect any other provision within clause 3.2 or otherwise.

3.7 The term “however caused” when used or referred to in this clause 3 shall cover all causes and actions giving rise to our liability arising out of or in connection with these Terms or the Event: (i) whether arising by reason of any misrepresentation (whether made prior to and/or in these Terms), negligence, other tort, breach of statutory duty, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether caused by any total or partial failure or delay of the Event; and (iii) whether deliberate (but not in bad faith) or otherwise, however fundamental the result.

4. Anti-Bribery

4.1 You warrant that you shall:

4.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

4.1.2 comply with such of our anti-bribery and anti-corruption policies as are notified to you from time to time; and

4.1.3 promptly report to us any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with the performance of these Terms.

4.2 Breach of this clause 4 shall be deemed a material breach of these Terms.

5. Force Majeure

5.1 We shall not be liable for any hindrance, failure or delay in performing any of our obligations arising out of or in connection with these Terms as a result of an event or series of connected events beyond our reasonable control (including, without limitation, acts of God, extreme weather conditions, power failure, floods, lightning, storm, fire, explosion, war, riot, civil

commotion, military operations, acts or threats of terrorism, malicious damage, strike action, lock-outs or other industrial action (whether involving our workforce or the workforce of any other party), default of suppliers or sub-contractors, compliance with any law or governmental order, rule regulation or direction, accident, failure or breakdown of plant, machinery, systems or vehicles, or a pandemic, epidemic, civil emergency or other widespread illness) ("Force Majeure Event").

5.2 In the event of a Force Majeure Event, we shall be entitled, without liability, at our sole discretion to vary, perform, suspend performance of, postpone, cancel the Event and/or the contract between us and/or terminate the contract between us subject to these Terms on giving written notice to you.

6. General

6.1 A person who is not a party to the Terms has no right under the Contracts (Rights of Third Parties)

Act 1999 to enforce any provisions of these Terms.

6.2 These Terms (together with any documents referred to herein or required to be entered into pursuant to these Terms) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms and any such document (save that this shall not apply so as to limit or exclude either party's liability for fraud).

6.3 Heroes Awards Limited pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that we cannot allow attendees at our conferences or awards to be based, residing or connected with a country or organisation subject to EU and/or US Government sanctions and Highways Heroes Awards Limited reserves the right to refuse bookings from or entry to any such persons or organisations.

6.4 If any one or more provisions of these Terms shall be declared to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of these Terms shall not as a result in any way be affected or impaired. However, if any provisions of these Terms shall be adjudged to be void or ineffective but would be adjudged to be valid and effective if part of the wording were deleted or the scope or periods reduced, they shall apply with such modifications as may be necessary to make them valid and effective while adhering as closely as possible to the original intent, period and scope of the provisions and the parties hereby undertake to make such modifications.

6.5 These Terms shall not create, nor shall they be construed as creating, any partnership or agency relationship between us.

6.6 Save as set out in Clause 2, you are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under these Terms.

6.7 You acknowledge and accept that we have the right to publicly announce our business relationship with you which shall include but not be limited to announcements on social media. Such announcements shall not be disparaging or otherwise adverse to your business.

6.8 You acknowledge and accept that we shall be entitled to charge interest on any outstanding balance owed to us accruing on a daily basis from the date that the invoice became due for payment.