

West Midlands Chambers of Commerce LLP Web Site and Online Events Booking System January 2010

Important Notice

These Terms and Conditions apply when you access the Website and or make a booking to attend a: Workshop, Training Course, Overseas Visit or other listed activity (hereafter referred to as an 'Event') and or make another purchase. Please read them before proceeding.

If you cannot agree to these Terms and Conditions, then please do not access the Website or book to attend an 'Event' or make another purchase. If however, you agree to these Terms and Conditions unconditionally, you may continue to access the Website and or book to attend an 'Event' or make any other transactions to which these Terms and Conditions will apply.

We may change these Terms and Conditions and or the Website at any time without notifying you and we will indicate the date the Terms and Conditions were last revised [see heading on this page]. If you continue to use the Website and or book to attend an 'Event' after any such changes occur you will be deemed to have accepted the new version of the Terms and Conditions.

If you have been accepted on to the UK Trade and Investment Passport to Export Programme you are also subject to its terms and conditions. These terms and conditions will have been issued to you when you were accepted onto the Programme. If you do not have a copy of these terms and conditions please contact your International Trade Adviser or use the contact details at the end of this document. In the event of a conflict between the terms of the UK Trade and Investment Passport to Export Programme terms and conditions and these Website Terms and Conditions, the latter shall prevail.

Part A

1 Formation of Contract

1.1 If you wish to make an online booking for an 'Event' or make other purchases and you agree to these Terms and Conditions you must click to accept these Terms and Conditions in the checkbox which appears on the booking form for each event.

Upon completing the online booking form you will be given the opportunity to submit your booking request to us by clicking on the 'Submit' button which appears at the end of the form.

On receipt of your completed online booking form, we will notify you by electronic mail that your booking request order is being processed. Upon receipt of such notification and provided that you are able to access it, and provided that you meet the eligibility terms for booking set out in the 'Event' details, a legally binding contract will have been formed between us. We reserve the right not to process your booking and accordingly, we will notify you promptly by electronic mail if this is the case.

1.2 Please note that while we guarantee to send you a notification of every valid booking request we receive from you, you will understand that we cannot equally guarantee that the notification we send will be received by you, nor that, if it is received by you, it is legible and uncorrupted. If you do not receive notification of our receipt of your order within 48 hours you should contact us at bookings@chamberinternationaltrade.co.uk or telephone us on 0845 074 3515. Please note, our acceptance of your booking request is subject to the availability of the 'Event' or other products and or services you have ordered. We reserve the right to change or cancel any of the 'Events' and or other products or services. If any of the 'Events' and or other products or services you have attempted to book are unavailable, or should events occur beyond our reasonable control in respect of the availability of the 'Events' and or other products or services, we reserve the right to reject or cancel your booking or, at our sole discretion, offer you a suitable alternative for the 'Event' or other products and or services without liability. In such circumstances we shall advise you as soon as reasonably practicable and give you the opportunity to amend your booking within 7 days of our receipt of such online booking form.

These terms and conditions shall override any contrary terms or conditions published by us or appearing on the Website in relation to any booking made by you with us.

A link to a copy of this legally binding agreement between us will be sent to you in our "confirmation of order" email.

2 Conditions of use of the Website and Events Booking System

2.1 There are some situations where we cannot accept a booking request. Accordingly you acknowledge that we are reliant upon you to complete the order form accurately. You will ensure that your responses are not misleading or inaccurate and that you fully meet any of the eligibility requirements set out in the event details.

2.2 You agree not to post, transfer or submit to us or to the Website any material which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, in breach or violation of any third party rights, or damaging to data, software or the performance of our or any other parties' computer system. You agree to indemnify us in respect of any liabilities, losses, expenses, or other costs whatsoever incurred as a result of a breach of your obligation under this clause, including, but not limited to, any claims made against us by any third party. Furthermore we reserve the right to remove any such content at any time for any reason without notifying you in advance.

2.3 The Data Protection Act 1998 is designed to protect individuals about whom information is entered and stored on computer and other systems. Accordingly, it lays down strict standards of accuracy, relevance and care of such data including how it may be divulged. Any data about individuals you enter onto the Website directly or include in any message to us will be subject to the Act and you are responsible for its accuracy and relevance and must have the authority to disclose it and for us to utilise it for the purposes of any transaction concluded for or by you through the Website. If you are in any doubt about any data please feel free to e-mail us at bookings@chamberinternationaltrade.co.uk with details of the problem first.

2.4 In consideration of agreeing to your use of the Website, you acknowledge that the ownership in any intellectual property rights (including, for the avoidance of doubt,

copyright) in the Website belongs to us. Accordingly, any part of the Website (or its source HTML code) may not be used, transferred, copied or reproduced in whole or in part in any manner other than for the purposes of utilising the Website meaning that you may only display it on your computer screen and print it out on your printer for the purposes envisaged by the Website.

2.5 You may only use the trademarks featured in the Website for the purpose of displaying the Website on your computer screen or printing out pages from the Website on your printer in accordance with clause 2.4 above.

2.6 You may not link the Website to any other website.

2.7 We will collate the information which you give to us during the ordering process to provide you with the 'Event' booking service and or other goods and services. By giving us this information, you consent to our use of it in order to process your order. In addition, we may use this information to identify other goods, services, offers and promotions which we provide which we think might be of interest to you and to contact you in relation to the same.

2.8 We may also provide the information referred to in clause 2.3 to other companies who may be interested in sending you details of the goods, services, promotions and offers which they would be able to offer to you. If you do wish us to forward your details to such companies, please tick the relevant box on the Registration page or on the 'Personal Details' page in 'My Account'.

2.9 Please be aware that to the extent permitted by law and except as expressly provided for in part B of these terms and conditions, we do not accept liability in respect of the Website, your use of it or the 'Events' and or other products or services.

2.10 Use of the Website and the provision of the 'Events' and or other products or services is subject to the laws of England and Wales, and the exclusive jurisdiction of the English Courts.

3 Complaints

We aim to provide you with a quality service. If, however, you feel that you have cause to complain, you can contact us at the address below. We will try to do our best to solve any problems that arise.

West Midlands Chambers of Commerce LLP (trading as WMCC)
75 Harborne Road, Birmingham, West Midlands, B15 3DH, United Kingdom.
Tel: 0845 074 3515 E-Mail: complaints@chamberinternationaltrade.co.uk

4 Our Warranties and Liability

4.1 The information provided on the Website and for each 'Event' and or other products or services is accurate at the time we publish the information. Whilst we use reasonable efforts to include accurate and up-to-date information on the Website we make no warranties or representations as to its accuracy and assume no liability for any loss, or injury which you may suffer as a result of such inaccuracies or your reliance on any information on our Website.

4.2 We shall endeavour to make the Website available to you. However, you acknowledge and accept that by its nature internet based technology is insecure and uninterrupted service cannot be guaranteed. You further acknowledge and accept that from time to time it will be necessary for us to carry out necessary maintenance in respect of the Website resulting in occasional periods of downtime. Although we will use reasonable endeavours to minimise such downtime periods we make no representations or warranties to you in respect of the Website.

4.3 We do not make any warranties, representations or undertakings about the content of any other website which may be referred to or accessed by hypertext link within the Website and we do not endorse or approve the content of such third party websites. We shall not be responsible for the accuracy of any information published by any other company or organisation and shall not be liable for any loss, damages, costs or injury arising from that link or from goods, services or information ordered or supplied through such third party links.

4.4 The Website contains information and although we use reasonable endeavours to ensure the reliability of such information, we do not make any warranty or representation about the effectiveness, accuracy, reliability or otherwise of the information contained on the Website and we shall not be held liable for any errors or omissions in such information. Furthermore we shall not be liable for any loss, damage or injuries suffered by you as a result of your reliance upon the information.

4.5 In so far as the laws allows, we shall not be liable for any loss, damage, cost or injury (direct or indirect) caused to you by your use of the Website or the 'Events' and or other products or services. Your sole remedy in respect of any such loss, damage cost or injury, which is proven by a competent authority to be due to our acts or omissions, shall be to discontinue use of the Website and or recovery of the price paid for the 'Event' and or other products or services.

4.6 We shall not be liable for any delay or failure in providing the Website or the 'Event' and or other products or services which results directly or indirectly from acts of nature, forces or causes beyond our reasonable control.

5 Your Warranties and Liability

5.1 You warrant represent and undertake as follows:

5.1.1 That you are 18 years old or above.

5.1.2 That you shall be responsible for the use of your online account and for any activity which takes place on the account.

5.1.3 That you shall not submit, transmit, store or otherwise make available content which we, acting in our sole discretion, deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable.

5.1.4 That you shall not submit, transmit store or otherwise make available content which constitutes, encourages or provides instructions for a criminal offence or which in any other way violates any U.K. or international law.

5.1.5 That you shall ensure that all content submitted by you is true, accurate, complete, owned by you (or that you have permission to post such information and/or materials) in its entirety and that it is free from virus or other malicious computer codes.

5.1.6 That you shall, at all times, comply with these Terms and Conditions and will only utilise the Website for the purposes anticipated by these Terms and Conditions.

5.1.7 That you shall ensure that at the time of submitting your online booking form there are sufficient funds in your credit/debit account to secure the purchase you are attempting to make online and in accordance with the provisions of these Terms and Conditions.

6 Termination

We shall be entitled to immediately terminate this agreement without prior notice to you if you commit a material breach of the provisions hereof or a series of breaches which when viewed together are considered by us to amount to a material breach hereof provided always that we may, in our sole discretion, elect to allow you to rectify the breach within five (5) working days.

Part B

1 Pricing and Payment for 'Events'

1.1 The price of each 'Event' is listed next to the 'Event' details. All prices quoted are in £ Sterling and are inclusive of VAT when applicable (VAT is not chargeable on WMCC 'Events' but may be chargeable on 'Events' being promoted on behalf of partner organisations – see event details). In these cases VAT receipts are available on request please contact bookings@chamberinternationaltrade.co.uk.

1.2 Subject to clause 2.1 below, all fees paid by you are non-refundable and non-transferable. The price for an 'Event' is payable regardless of whether or not you attend the 'Event'.

1.3 Lunch, travel and accommodation are not included in the price of the 'Event' unless otherwise stated in the published 'Event' details. Payment can be made using: MasterCard Credit, Debit MasterCard, JCB, Maestro, Solo, Visa Credit, Visa Debit and Visa Electron. No e-tickets will be issued until credit/debit card transactions have been authorised and payment received by us.

1.4 We use all reasonable endeavours in line with current legislation in order to safeguard your account information whilst it is in our possession. If you require further details of how your information is stored or handled please contact enquiries@chamberinternationaltrade.co.uk

2 Cancellation of an 'Event' Booking

2.1 If you wish to cancel or alter an 'Event' booking please contact us as soon as possible at bookings@chamberinternationaltrade.co.uk or on 0845 074 3515. Provided your cancellation or alteration request is received by us no later than seven (7) working days for a UK based 'Event' or fourteen (14) working days for an overseas 'Event' you will be entitled to a full

refund less any irrecoverable expenses incurred directly on your behalf and in relationship to your specific booking. Unfortunately, subject to clause 3.1 below, we are unable to provide refunds in respect of cancellations or booking alteration requests received less than forty-eight (48) hours prior to each 'Event'.

2.2 If we are able to provide a refund we will issue a refund to you within fourteen (14) days of the date upon which the 'Event' is due to take place.

3 Right to withdraw from the contract

3.1 You may have the right to withdraw from this contract without penalty and without the need to give us any reason, at any time during a period of 7 working days (Monday to Friday inclusive) from the day after the date you entered into this contract.

3.2 We agree to reimburse you, free of charge, within 30 days of notification of withdrawal, the price you paid for the 'Event'.

Part C

1 The headings in these Terms and Conditions are for convenience only and shall not effect its interpretation.

2 These Terms and Conditions constitute the entire agreement between us and supersede all prior agreements, arrangements or understandings (both oral and written) between us relating to the subject matter of these Terms and Conditions. If any provision of these Terms and Conditions are held by any court or other competent authority, to be void or unenforceable in whole or part, these Terms and Conditions shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

3 If any provision contained in these Terms and Conditions is considered by any court or regulatory authority to be unfair, invalid or unenforceable, that provision will be considered deleted from the these Terms and Conditions without affecting the other provisions.

4 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

5 Defined terms used within the Terms and Conditions shall have the following meanings:

5.1 "We, us, our" shall mean:

West Midlands Chambers of Commerce LLP (also trading as WMCC). Registered Office: 75 Harborne Road, Birmingham B15 3DH. Registration Number in England & Wales: OC318340.

5.2 "Website" shall mean the site found at www.chamberinternationaltrade.co.uk

5.3 'Event' shall mean any activity provided and promoted by West Midlands Chambers of Commerce and or its partner organisations as specifically detailed on the Website or 'Event' booking details.

5.4 "You or your" shall mean the Website user and or the individual booking (or attempting to book) a place on the 'Event'(s).

West Midlands Chambers of Commerce LLP (also trading as WMCC).

75 Harborne Road

Birmingham

West Midlands

B15 3DH

United Kingdom

Tel: 0845 074 3515

Email: enquiries@chamberinternationaltrade.co.uk