

AGREED TERMS & CONDITIONS - WORLD MICROPIG CONFERENCE AND AWARD (WMCA) TICKET PURCHASES:

Your attention is particularly drawn to the provisions of **clause 12** (Limitation of liability).

These terms are considered business to business (B2B).

1. About us:

1.1 **Company details.** Micropigmentation Group Limited (company number 12395102) (**we and us**) is a company registered in England and Wales and our registered office is at 486 Mansfield Road, Nottingham, England NG5 2FB. We operate the website www.worldmicropig.com

1.2 **Contacting us.** To contact us, email our Event Organiser Sonia at sonia@worldmicropig.com

2. Our contract with you:

2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 **Language.** These Terms and the Contract are made only in the English language.

2.4 **Your copy.** You should print off a copy of these Terms or save them to your computer for future reference.

3. Placing an order and its acceptance.

3.1 **Placing your order.** Please follow the onscreen prompts to place your order. You may only submit an order using the method set out on the site. Each order is an offer by you to buy the services specified in the order (**Services**) subject to these Terms.

3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

3.3 **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**) once we have received your payment, at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

4. **Cancelling your order and obtaining a refund:**

4.1 You may cancel the Contract, if you notify us as set out in clause 4.2, once you have received your Order Confirmation, but before the start date of the Services. You cannot cancel the Contract once we have started the Services. No refunds are available, except under the circumstances available in clause 4.4.

4.2 To cancel the Contract, you must contact us in writing via email; sonia@worldmicropig.com. We will email you to confirm we have received your cancellation.

If you are emailing us or writing to us, please include details of your order to help us to identify it. If you send us your cancellation notice by email, then your cancellation is effective from the date you send us the email.

4.3 If you cancel the Contract and are eligible for a refund under clause 4.4, we will refund you in full for the price you paid for the Services through the method you used for payment within 14 working days of receiving your request. We may deduct from any refund an amount of £25 for the supply of the Services provided for the period up to the time when you gave notice of cancellation in accordance with clause 4.2.

4.4 You may cancel the contract and be eligible for a refund if:

- (a) The Government in your country place Covid-19 restrictions on travel abroad for work purposes; or
- (b) The Government in the United Arab Emirates place restrictions on entry to the country; or
- (c) You test positive for Covid-19 within two weeks the start date of the Services and provide evidence of your test results.

Please refer to clause 15 for Events Outside of Our Control.

5. **Our services**

5.1 **Services.** The details of the Services are set out in your Order Confirmation. Your ticket constitutes entry for one person to: the WMCA 3-day conference and the Gala Dinner

and Awards. 5 tickets can be purchased at any one time, to a maximum of 5 tickets per person.

- 5.2 **Descriptions and illustrations.** Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.
- 5.3 **Compliance with specification.** Subject to our right to amend the specification (see clause 5.4) we will supply the Services to you in accordance with the specification for the Services appearing on our website at the date of your order in all material respects.
- 5.4 **Changes to specification.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.
- 5.5 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.
- 5.6 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

6. Your obligations

- 6.1 It is your responsibility to ensure that:
- (a) the terms of your order are complete and accurate;
 - (b) you cooperate with us in all matters relating to the Services;
 - (c) you organise your own flights or other means of travel to and from the venue for the supply of the Services;
 - (d) you provide us with such information and materials we may reasonably require in order to supply the Services.
 - (e) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - (f) you comply with all applicable laws, including health and safety laws;
 - (g) You purchase suitable travel insurance and business interruption insurance cover.
 - (h) During the WMCA you remain professional at all times.

- (i) During the WMCA you keep all of your materials, equipment, documents and other property in your safe custody and at your own risk.

6.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 6.1 (**Your Default**):

- (a) we will be entitled to suspend performance of the Services until you remedy Your Default. In certain circumstances Your Default may entitle us to terminate the Contract under clause 14 (**Termination**);
- (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and
- (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

7. Charges

7.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 7.

7.2 The Charges are the prices quoted on our website at the time you submit your order in Pound Sterling (GBP). If you pay in another currency, your price will be the equivalent price of the price in your currency. Your bank may charge you additional fees.

7.3 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 7.5 for what happens if we discover an error in the price of the Services you ordered.

7.4 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

7.5 It is always possible that, despite our reasonable efforts, some of the Services on our website may be incorrectly priced. Where the correct price for the Services is less than the price stated on our site, or if the correct price for the Services is higher than the price stated on our site, we will contact you via email as soon as possible to inform you of this error. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

8. How to pay

- 8.1 Payment for the Services is in advance. We will take your full payment when you submit your Order on our website.
- 8.2 You can pay for the Services using a debit card or credit card.

9. Complaints

If a problem arises or you are dissatisfied with the Services, please contact us in writing via email.

10. Intellectual property rights

All intellectual property rights in or arising out of or in connection with the Services will be owned by us.

11. How we may use your personal information

- 11.1 We will use any personal information you provide to us to:
 - (a) provide the Services;
 - (b) process your payment for the Services; and
 - (c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.
- 11.2 We will process your personal information in accordance with our Privacy Policy <https://micropigmentationuk.com/privacy-policy/>, the terms of which are incorporated into this Contract.

12. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 12.1 We have been unable to obtain insurance in respect of certain types of loss at a commercially viable price. The limits and exclusions in this clause reflect the insurance cover we have been able to arrange, and you are responsible for making your own arrangements for the insurance of any excess loss.
- 12.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and

- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.3 Subject to clause 12.2, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts; nor
- (d) any indirect or consequential loss.

12.4 Subject to clause 12.2, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 30% of the total paid for the Services under the Contract

12.5 We have given commitments as to compliance of the Services with the relevant specification in clause 5.3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.6 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 1 month from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

12.7 This clause 12 will survive termination of the Contract.

13. Confidentiality

Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

14. Termination, consequences of termination and survival

Termination. Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under the Contract.

14.1 Consequences of termination

Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination.

15. Events outside our control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control this includes any changes that occur in relation to the current Covid-19 pandemic (**Event Outside Our Control**).

15.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over. Tickets for WMCA will be valid for entry on the new date.

16. Communications between us

16.1 When we refer to "in writing" in these Terms, this includes email.

16.2 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

17. General

17.1 Assignment and transfer

- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

17.2 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

- 17.3 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 17.4 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 17.5 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.