

LOAN MARKET ASSOCIATION TERMS AND CONDITIONS

for

EVENTS, CONFERENCES AND COURSES

These Terms apply between you and the Loan Market Association. Please read them carefully as they contain important information. By booking an Event you agree to be bound by these terms to the exclusion of all other terms. If you do not agree to be bound by these Terms we will be unable to accept your booking.

1 DEFINITIONS AND INTERPRETATION

- 1.1 **“Booking”** means a booking or reservation made by you granting you or (if you are an organisation) a named member of your staff a right to attend an Event.
- 1.2 **“Booking Fee”** means the ticket price or booking fee payable by you to us for the relevant Booking.
- 1.3 **“Event”** means a conference, course or other event provided by the LMA.
- 1.4 **“Event Materials”** means any materials distributed by us in connection with an Event.
- 1.5 **“Force Majeure Event”** means an event beyond the reasonable control of either party, including without limitation war; riots; fire; flood; hurricane; earthquake; lightning strike; explosion; epidemic; pandemic; national mourning; government acts, orders and legislation and acts or rules of other competent authorities including, without limitation, closure of venues, instructions to reduce available capacity and/or restrict the admission of people to a venue and advice given to the public or employees not to attend a venue.
- 1.6 **“Loan Market Association”, “LMA” or “we”** means Loan Market Association, a company limited by guarantee registered in England and Wales under company number 03284544 whose registered office is 13th Floor One Angel Court, London, United Kingdom, EC2R 7HJ. **“us”** and **“our”** shall be read accordingly.
- 1.7 **“Terms”** means these terms and conditions.
- 1.8 **“Venue”** means any facilities or locations of any nature where the Event is being held.
- 1.9 **“you”** means the person, firm, company or other entity booking an Event and **“your”** shall be read accordingly.

2 BOOKINGS

- 2.1 All Bookings are subject to these Terms.
- 2.2 You must pay us the Booking Fee to submit your Booking. If you are an organisation, you must pay the applicable Booking Fee per delegate attending the Event. Payment is required at point of order. The checkout page will show which cards are accepted.
- 2.3 Your booking remains an offer until we send you a Booking confirmation email, at which point a legally binding contract will come into existence between you and us that is governed by these Terms. If we reject your order then we will refund the Booking Fee.
- 2.4 Except for the circumstances set out in clause 2.3, 4.2 and 9.3, Booking Fees are non-refundable, even if you or your delegate fail to attend or complete the Event.
- 2.5 We reserve the right to change Booking Fees at any time but changes will not affect Bookings which have already been confirmed by us.

3 SUBSTITUTIONS

Substitutions with employees from your organisation are permitted with our prior written consent. Please notify us of proposed substitutions in advance at the following email address: registration.lmaevents@lma.eu.com or any other email address we provide for this purpose.

4 CANCELLATIONS OR POSTPONMENTS BY US

- 4.1 *Cancellations.* We may cancel an Event at any time for any reason. We shall give you as much notice as possible if we cancel an Event using the details provided at the time of booking and refund the face value of any Booking Fee within a reasonable time following notice of cancellation.
- 4.2 *Postponements.* We may change the date for an Event at any time for any reason. We shall give you as much notice as possible if we change the date for an Event using the details provided at the time of booking. Bookings will remain valid for the new date. If you cannot attend the new date then we will refund any Booking Fee paid, provided that you notify us:
- 4.2.1 within 30 days from receipt of our notification, or
- 4.2.2 if the new Event date falls within 30 days of notification, by no later than 24 hours before the relevant date.
- 4.3 If you paid the Booking Fee by card then we will only refund the Booking Fee to that same card.

5 MODIFICATIONS TO EVENTS

- 5.1 We may (at our sole discretion) change the format, speakers, participants, programme or any other aspect of the content of the Event at any time and for any reason without liability.
- 5.2 We may change the Venue for an Event upon reasonable prior notice without liability, provided that we shall endeavour to ensure that the new Venue is within a reasonable distance of the original Venue.

6 EVENT MATERIALS

- 6.1 Event Materials will be distributed at the time of the Event and all copyright in the Materials belongs or is licensed to us. No permissions in the Materials are granted to you and no part of any of the Materials may be reproduced in any form or for any purpose without our prior permission.
- 6.2 The Event Materials have been designed to be an integral part of the Event solely for the benefit of the delegates attending the Event. The Materials do not necessarily stand on their own and are not intended to be relied upon for giving specific advice. You acknowledge that the Event Materials may quickly become out of date as the law and the loan market is constantly changing.

7 ATTENDANCE AT EVENTS

- 7.1 For Events held at a physical venue, details of the operator of the Venue may be obtained from our website or by asking our bookings team by email or telephone.
- 7.2 If the Venue operator is someone other than us, you must comply with any additional terms and conditions imposed by the third-party Venue operator, copies of which are available from the relevant Venue operator.
- 7.3 For Events held at physical venues, you agree that the Venue owner will typically reserve the right to refuse admission on grounds of health and safety, environmental and security concerns at their reasonable discretion and may from time to time carry out security searches.
- 7.4 You agree to comply with all reasonable instructions issued by us or the Venue owners at the Event. We may (at our sole discretion) refuse admission to, or eject from the Event, any person any person who fails to comply with these Terms or who in our opinion represents a security risk, nuisance or annoyance to the running of the Event.
- 7.5 You are not entitled to a refund if you are refused entry or ejected from a Venue for breaching these Terms or the requirements of the Venue operator.
- 7.6 You may not take photographs during the Event or film or record speakers delivering the Event either in audio or visual form and using any device, unless we provide our prior approval in writing.
- 7.7 You understand that we or persons authorised by us may film, record or take pictures of the Event and you consent to our use of any such recording or photography anywhere in the world for promotional, marketing any other purposes. If you see your picture in any such materials and you would like us to stop using such picture, please write to us at registration.lmaevents@lma.eu.com.

8 LIMITATION OF LIABILITY

- 8.1 Nothing in this clause 8.1 shall be deemed to exclude or limit our liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation or any other matter for which liability may not be limited by law.
- 8.2 To the fullest extent permitted by law, we shall not be liable by reason of breach of contract, negligence or otherwise for any loss or damage (whether direct, indirect or consequential) occasioned to any person acting or omitting to act or refraining from acting upon information presented at the Event or arising from or connected with any error or omission in the presentation of the Event. For this purpose, loss and damage shall be deemed to include, but is not limited to, any loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, damages, costs, expenses incurred or payable to any third party (in all cases whether direct, indirect or consequential) or any other direct, indirect or consequential loss or damage.
- 8.3 We shall not be responsible for any loss of or damage to property sustained by you at an Event, save to the extent caused by our proven negligence.
- 8.4** If an Event is cancelled or moved to another date we will not be responsible to you for any costs that you may have incurred. This includes costs such as accommodation, travel and subsistence.

9 FORCE MAEJURE

- 9.1 If a Force Majeure Event prevents us from proceeding with an Event (including circumstances where a Venue is available for hire but cannot be used in the manner or for the purpose originally contemplated), then we may: (a) host the event online on the same date and at the same time; (b) postpone the event to a new date and time, and/or transfer the Event to a new Venue; or (c) cancel the Event entirely by giving written notice to you.
- 9.2 If we cancel an event under this clause, we shall refund to you any Booking Fee already paid by you to attend the Event in accordance with clause 4.1. Refunds will be paid to your original payment method only.
- 9.3 If we postpone or transfer an Event under this clause, and you cannot make the new date or location, we shall refund to you any Booking Fee paid by you attend the Event on the original date or at the original location in accordance with clause 4.2, provided you notify us prior to the date of the postponed or transferred Event that you cannot attend. Refunds will be paid to your original payment method only.
- 9.4 Save as set out in this clause 9, neither party shall have any liability to the other for a failure to perform their obligations as a result of a Force Majeure Event, including (without limitation) liability for wasted travel or accommodation expenses.

10 PRIVACY

- 10.1 When you register for an Event, you will be required to provide certain information, including personal data, to us. For more information about the information we collect and how we process it, please refer to our privacy policy at <https://www.lma.eu.com/privacy-notice>
- 10.2 We shall process your personal data in accordance with applicable data protection legislation.
- 10.3 Your name and the name of your organisation may be circulated in the Event Materials to the other attendees and with the Venue and speakers at the Event to ensure that they can tailor their presentations accordingly. They will be printed in a pack circulated to delegates at the Event. If you would prefer not to have your details included in such pack then please tick the appropriate opt-out box on the applicable Event registration form, or email us at: registration.lmaevents@lma.eu.com or at any other email address provided by us for the purpose. Upon receipt of an emailed request to have your name removed from a delegate list, we will endeavour to remove your name promptly, but we may not be able to remove your names from hard copy materials that have already been printed, from Event Materials that have already been distributed to other delegates or where the request is not received in sufficient time prior to the Event.

11 **RIGHTS OF THIRD PARTIES**

No person that is not a party to this Agreement shall have the right (whether under the Contracts (Rights of Third parties) Act 1999 or otherwise) to enforce these terms and conditions between us without our prior written agreement.

12 **SEVERANCE**

12.1 If any court or competent authority finds that any provision of these terms and conditions are invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions shall not be affected.

12.2 If any invalid, unenforceable or illegal provision of these terms and conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13 **NO WAIVER**

No failure or delay on the part of any parties to these conditions relating to the exercise of any right, power, privilege or remedy provided under these conditions shall operate as a waiver of such right, power or remedy.

14 **ENTIRE AGREEMENT**

These Terms and the registration form, application form or other order form completed by you to make your Booking together constitute the entire agreement between you and us in relation to your Booking or any matter arising in connection with it and no prior agreements or oral statements shall apply to the contract between you and us.

15 **GOVERNING LAW**

These Terms and our agreement with you under them, and any contractual or non-contractual claim or dispute arising out of or in connection with them, shall be governed by and construed in accordance with English Law, and shall be subject to the exclusive jurisdictions of the English Court for the determination of any dispute between us.