

**10-13 September 2023 |  
Marrakech**

## **1. DEFINITIONS**

1.1. In these Terms: Open House means This is Beyond Ltd the company and its officers, employees and/or agents; Event means the Open House conference taking place 10 September 2023 at Palais Namaskar in Marrakech, Morocco and organised by This is Beyond Ltd; Participant means the person who was invited by This is Beyond Ltd to attend the Event as a Participant on a Fee paying basis; Contract means the online application form submitted by the Participant, which has been confirmed and accepted by email by This is Beyond Ltd; Fee means the charges payable by the Participant as specified in the Invitation and application process; The Cancellation Fee means the charges payable by the Participant under the Contract as specified in clause 5.2; GBP and £ means British Pounds; Force Majeure means, in relation to OPEN HOUSE, any circumstances beyond the reasonable control of This is Beyond Ltd including but not limited to any acts of god, epidemics, pandemics, swine flu, fires, explosions, earthquakes, floods, volcanic eruptions, ash clouds, storms, tempest, lightning, strikes or lockouts, riots, civil commotions, war, rebellion, or harmful acts for political, terrorist or other similar purposes, biochemical attacks, cyber-attacks, national mourning, material emergency, terrorist or military activity, labour disputes, airlines disturbances, civil disturbances, explosions, inevitable accident, interventions or regulations; Terms means these terms and conditions and the terms, if any, set out overleaf; Official Programme means the programme of events organised or arranged by This is Beyond Ltd details of which shall be made available at least 1 week prior to the start of the Event; Rules & Regulations means the rules of the Venue where the Event is taking place and provided to the Participant from time to time.

## **2. TERMS OF THE CONTRACT**

- 2.1. These terms and the contract constitute the entire agreement between the parties, superseding any previous agreement or understanding. All other terms, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 2.2. Any changes or additions to the Contract or the Terms must be agreed in writing by This is Beyond Ltd. This is Beyond Ltd may, from time to time, vary or amend these Terms, provided that such variations or amendments do not operate to diminish the rights reserved to the Participant under the Contract, and shall not operate to increase the liabilities of This is Beyond Ltd or its agents.
- 2.3. Any changes or additions to the Contract shall only be binding when agreed in writing and signed by This is Beyond Ltd. This is Beyond Ltd may, from time to time, vary or amend the Contract by notice in writing to the Participant provided that such variations or amendments shall not operate to diminish the rights reserved to the Participant under the Contract or to increase the liabilities of the Participant or This is Beyond Ltd.

### **3. FEES**

- 3.1 The Participant shall pay the Fee in accordance with this clause 3.
- 3.2 All payment of fees will be required immediately by return in order to secure attendance to the event at the advertised rate and subject to value added tax at the prevailing rate (if applicable).
- 3.3 The Participant shall not be permitted to participate in the event unless payment in full and in cleared funds has been made of the Fee prior to commencement of the Event.
- 3.4 All payment of Fees must be paid by bank transfer to the nominated account of This is Beyond Ltd or by credit card (additional fees may apply) and no payment will be accepted by cheque.

### **4. TRAVEL AND ACCOMMODATION**

- 4.1 Accommodation for all OPEN HOUSE Participants is to be organised by the Participant. Participants are entitled to preferential hotel rates in Marrakech, with the PURE Affiliated Hotels over the course of the Event. All hotel bookings are at the discretion of the Participant and any charges, including cancellation fees, will be fully charged to the Participant.
- 4.2 Neither This is Beyond Ltd nor its agents shall be required to assist the Participants to obtain any documents necessary (including passport, Visa etc) for entry into the country where the Event is to be held. Any failure of the Participant to obtain any such documents from the relevant authorities shall not constitute frustration of the contract. The Participant, however, may substitute another person to take their place, subject to approval of such person by This is Beyond Ltd. In the event of such substitution, the Participant shall remain primarily liable to This is Beyond Ltd under the contract. The cost of the additional flight ticket for the Participant's replacement, or costs for changes to existing flight ticket and hotel booking, will be covered in full by the Participant.
- 4.3 Participants are responsible for all their own travel arrangements transfers and related costs, including flights and airport transfers, to and from the venue for the event.
- 4.4 Transfers from Affiliated Hotels in Marrakech will operate to and from the Event on Sunday 10 September 2023.

### **5. CANCELLATION**

- 5.1 By signing and agreeing to the contract, the Participant agrees to the policy below regarding any cancellation that should occur within the specified dates.
- 5.2 If the Participant should cancel their place at OPEN HOUSE, they will forfeit their badge fee.
- 5.3 The Participant may avoid forfeiting their Fee if they can be replaced by a person with the equivalent role and seniority within their organisation, with prior approval from This is Beyond Ltd. However, any cost incurred in the replacement of airline tickets and hotel bookings the Participant will be liable for.
- 5.4 This is Beyond Ltd may (without limiting any other remedy) at any time terminate the contract by giving written notice to the Participant if the other commits any breach of these terms and (if capable of remedy) fails to remedy the breach within 10 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

## 6. INDEMNITY

- 6.1 The Participant shall indemnify and hold harmless This is Beyond Ltd against any loss, damages, costs, expenses or other claims arising from:
- a. breach of these terms by the Participant or any person
  - b. acts or omissions of the Participant or its employees, whether negligent or otherwise

## 7. LIMITATION OF LIABILITY

- 7.1 This is Beyond Ltd accepts no responsibilities from the following: Participants missing their flights; flight cancellations or delay; Participants not having the proper documentation (including Visa, ESTA, etc.) to enter the required territories; insolvency and failure of any airline or hotels; loss or delay of baggage or excess luggage charge.
- 7.2 The Participant is required to obtain before entering this contract adequate medical and travel insurance (cancellation).
- 7.3 Except in respect of death or personal injury caused by negligence or as expressly provided in these Terms, neither This is Beyond Ltd or its servants or agents shall be liable to the Participant by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of This is Beyond Ltd, its servants or agents or otherwise) which arise out of or in connection with the Event (including any delay or cancellation of the Event).
- 7.4 Neither This is Beyond Ltd nor the Venue operator nor their agents, nor contractors nor employees shall have any liability, direct or indirect, consequential or special, for any loss or damage or delay incurred by the Participant arising:
- a. as a result of an act of Force Majeure
  - b. in relation to the movement of freight to and from the Venue
- 7.5 If the Event is cancelled, postponed, abandoned, or curtailed, or the Venue becomes wholly or partially unavailable for the holding of the Event as a result of:
- a. an act of Force Majeure; or
  - b. conflicts or misinterpretations arising with the national or local authorities of the host county, its sponsors, agents or other bodies regarding any and all aspects of the Event, then
  - c. Neither OPEN HOUSE nor any of its agents shall have any liability for any loss, damage or delay to the Participant arising as a result of such circumstances.
  - d. OPEN HOUSE shall be entitled, but not obliged, to reschedule the Event to another date and/or at an alternative site.

## 8. TAX

- 8.1 All Participants are fully responsible for their own tax liabilities as required by local governing authorities. This is Beyond Ltd has no responsibility for the relevant tax process. This is an Open House exclusively between the participating Participant and the relevant local authorities.
- 8.2 This is Beyond Ltd reserves its right to charge tax on the Fee depending on the tax situation of the Participant and its country of residence.

## **9. USE OF DATA**

9.1 The Participant hereby consents to be photographed or videoed by a camera during their participation at the Event and acknowledges that the resulting material could be used by This is Beyond Ltd on print, Internet, electronic or any other format at This is Beyond Ltd 's absolute discretion.

## **10. GENERAL**

10.1 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.2 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

10.3 The Participant hereby agrees to give This is Beyond Ltd their consent under privacy laws to give their company information, as compiled by the Participant in their personal profile to other participants in the event.

10.4 The Participant agrees to give This is Beyond Ltd their consent under privacy laws to be photographed or videoed by a camera during their participation at our event and that the resulting material could be used for promotional purposes on print, Internet, electronic or any other format.

10.5 Private events should not be planned at any time during the official event Programme.

10.6 Family members or life partners, junior staff, students, children, advertising sales staff or non delegates are prohibited from attending any of the official functions or the OPEN HOUSE Event.

10.7 OPEN HOUSE is for senior management only and This is Beyond Ltd reserves the right to refuse entry to any junior staff.

10.8 The Contracts (Rights of Third Parties) act 1999 shall not apply to the contract.

10.9 This agreement shall be governed by and construed according to English Law. Any dispute between the parties under this Agreement is hereby submitted to the jurisdiction of the English Courts.