

Schedule 5 – APIL residential conferences

This schedule contains additional terms and conditions which apply to APIL's residential conference ('the event') purchased from APIL by the Customer. This schedule forms part of the Contract.

Definitions

APIL Annual Conference

means the conference, event, congress, meeting, convention, seminar, symposium or forum which takes place once a year, and which includes APIL's Annual General Meeting

APIL Member

means an individual who possesses a valid, current membership of the Association of Personal Injury Lawyers

APIL website

means the website at www.apil.org.uk

Booking Form

means the form which must be completed by the Customer and returned to APIL to book a place at the Event

Event Pack

means the materials and documentation issued by APIL to Delegates at the Event

Delegates

means the individuals who attend the Event

Event

Means the event, meeting, conference, convention, seminar, symposium or forum organised by APIL

Event Date

means the date(s) set out in the Contract upon which the Event takes place

Intellectual Property

means all training materials, course manuals, inventions, patent applications, granted patents, registered and unregistered designs, copyright works, trademarks and confidential information

Optional Extras

means evening dinner and accommodation on the date immediately before the Event date

PDF Version

means any document made available in a "static format" digital issue

Residential Conference

means an Event, congress, meeting, convention, seminar, symposium or forum which is of two or more consecutive days in duration

Trainer

means an individual who delivers a seminar, meeting, conference, symposium or forum at the Event on behalf of APIL

Venue

means the location where the Event will take place

1. Payment

- 1.1 The price for the Event is stated on APIL's booking form.
- 1.2 Payment of the Price in full must be sent to APIL with the Customer's booking form and in any event in advance of the event in accordance with clause 4 of the Main Contract Terms and Conditions.

1.3 Notice of special dietary requirements should be given in writing to APIL before the Event takes place and APIL reserves the right to charge an additional price and will notify the Customer accordingly.

2. Eligibility to attend APIL Residential Conferences

2.1 Attendance at APIL Residential Conferences and Annual Conference is subject to the restrictions set out in 2.2 and 2.3 below.

2.2 APIL Annual Conference

2.2.1 The Customer must be an APIL member to be eligible to attend the APIL Annual Conference.

2.3 All other APIL Residential Conferences

2.3.1 Subject to 2.2.1 of this Schedule the Customer must be an APIL Member or be a person who fits one or more of the membership categories stated on the APIL Website, to be eligible to attend all other APIL Residential Conferences.

3. Cancellation and variation by APIL

3.1 APIL reserves the right to vary the Venue of the Event.

3.2 APIL reserves the right to cancel the Event. In the event of cancellation APIL will invite the Customer to attend an equivalent event, where available, at the same Price. Alternatively, the Customer will be entitled to a full refund of the Price.

3.3 APIL reserves the right to arrange an alternative date for the Event. In such an event APIL will invite the Customer to attend an equivalent event, where available, at the same Price. Alternatively, the Customer will be entitled to a full refund of the Price.

3.4 APIL reserves the right to cancel this Contract if the Customer is not eligible to attend the Event in accordance with clause 2 of this Schedule.

3.5 APIL shall not be liable for any other loss or expense arising as a result of either the cancellation or variation of the Event or Venue in accordance with clauses 3.1, 3.2, 3.3 or 3.4 of this Schedule.

4. Cancellation, Transfers and Substitutions by the customer

4.1 Notice of cancellation of this contract must be made in writing to APIL and be received by APIL at least 20 (twenty) Business Days before the Event date.

4.2 No refund of the Price will be given where the Customer cancels the contract 19 (nineteen) Business Days or fewer before the Event date.

4.3 Where the Customer cancels the contract at least 20 (twenty) Business Days before the Event date, the Customer will be liable to pay a cancellation fee of £50.00 plus VAT.

4.4 No refund of the Price will be given where the Customer fails to attend the Event.

4.5 Where the Customer is unable to attend the Event, APIL will accept a substitute delegate provided the substitute delegate is eligible to attend the Event in

accordance with clause 2 of this Schedule and the Customer will be liable to pay an administration fee of £50 plus VAT.

- 4.6 Where the substitute delegate is not an APIL member but is a person who fits one or more of the membership categories stated on the APIL Website, payment of the difference between the APIL delegate fee and non-member delegate fee must be received by APIL prior to the Event date.
- 4.7 Notice of cancellation of any Optional Extras provided for in the Contract must be made in writing to APIL and be received by APIL at least 20 (twenty) Business Days before the Event date.
- 4.8 Where either a substitute delegate is accepted in accordance with clause 4.5 and 4.6 of this Schedule or a Notice is received in accordance with clause 4.7 of this Schedule an administration fee of £50 plus VAT must be paid by the Customer and received by APIL prior to the Event Date.

5 General

- 5.1 All Intellectual Property associated with the Event shall remain vested in the owner be it APL, its Trainers or others identified within the Event Pack.
- 5.2 The Event Pack will be distributed to delegates on the Event date. A PDF Version of the Event Pack will be distributed either before or after the Event Date.

6. Force Majeure

- 6.1 APIL shall not be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance from obtaining any raw materials or energy, sickness or other cause beyond its reasonable control.

7. Conflict

- 7.1 If there is a conflict between the terms contained in this Schedule and the Main Contract Terms and Conditions, this Schedule shall prevail.