**Terms and Conditions**

1. **For the purposes of these terms and conditions,**

“the Company” shall mean ELC Global Ltd with registered office at 1 Lumley Street, London W1k6JE, England,

 “the Event” shall mean the 2nd Neurolanguage Coaching Conference 2018 to be held from 2nd to 4th May 2018,

 “Participant” shall mean relating to the person who has completed the delegate, exhibitor or sponsor registration and/or the Participant which s/he is representing,

“Premises1” shall mean Holyrood Hotel, 81 Holyrood Rd, Edinburgh EH8 8AU, UK for the champagne reception on the 2nd May,

“Premises2” shall mean Dynamic Earth 112-116 Holyrood Rd, Edinburgh EH8 8AS, UK

**2. Conclusion of contracts, minimum participation, scope of obligation**

1. Any offers of the Company are non-binding and an invitation to tender, unless expressly stipulated as binding or containing specific time limits for acceptance.

2. The registration of the participant to the Conference may be carried out on our Internet platform (under <http://www.neurolanguagecoachingconference.com/>). Registrations will be processed electronically in the order as they are purchased/registered with regard to the capacity of the conference location. The participant is obliged to provide a valid email address and contact details upon registration.

3. Conference registration by the participant shall be deemed to be a binding offer to enter into a contract with the Company. The Company is entitled to accept such offer within 7 days after its receipt. The acceptance of the offer will be sent in writing or by email by the Company, in any case admission to the Conference shall be deemed such acceptance. Any contract conclusion is subject to the requirement of reaching the minimum number of participants (see clause 4.2 herein), which is hereby expressly referred to.

4. The scope of the Conference is the content and presentations previously announced. the Company reserves the right to change the content of such previously announced content and presentations in the Event that it is required for the target group or by technical changes. In addition the Company reserves the right to change the presenters/speakers in the Event that the announced speakers are not able to attend the Conference due to illness or other circumstances.

 **3. Participant Prices, fees and Payment Conditions**

1. The fee for participating in the Conference (the “Participation Fee”) amounts to 450 British Pounds plus VAT (20%).

2. The Participant Fee covers the participation in the Conference as set out in our confirmation notice. Unless otherwise agreed, the payment of the Participation Fee shall additionally cover any Conference documentation issued by the Company at its discretion in written or electronic form. Any travel costs, including travel, accommodation and/or private expenses of participant, shall be the sole responsibility of the participant and be paid and covered by the participant him/herself. This shall also apply to any food or beverages which are not included in the registration stated on the confirmation notice.

3. The agreed Participation Fee is to be paid immediately by the participants upon registration via the PayPal payment system portal on website <http://www.efficientlanguagecoaching.com/basket/>

4. Offsetting against counterclaims of the participant or withholding of payments due to such claims is only permitted if the counter claims of participants are undisputed or recognised in an enforceable and non-appealable judgment.

5. The Participant shall pay 100% of any fee due to the Company on booking and in advance of the Event taking place.

6. The Participant acknowledges that failure to pay in accordance with Clause 3.5 above shall entitle the Company to refuse entry to, or use of, any space at the Event to the Participant and/or its representative(s).

**4 Execution time, Cancellations by the Company, postponements**

1. The Event will be performed at the agreed time (performance), whereby the details set out in the order confirmation shall be decisive.

2. In the Event that there are less than 50 participants registered for the Event, the Company is entitled to cancel the Event, no later than two weeks before the Event is scheduled to take place. In this case, the registrant is not obliged to pay the Participation Fee. The Company will refund any paid Participation Fees. Other mutual claims are expressly excluded in this case. In particular, the Company is not responsible in this case for any travel and / or accommodation costs of participants.

3. The Company also can cancel the Conference due to important reasons, for example, for absence or illness of a speaker or due to force majeure situations. In these cases and in cases of necessary program changes the Company will inform the participants as timely as possible. In the Event that the Conference must be cancelled by the Company, the registrant is not obliged to pay the Participation Fee. Any other claims of the Participant are expressly excluded, except in cases of intentional or grossly negligent conduct of legal representatives, employees or other agents of the Company.

4. The Company shall incur no liability to the Participant if the Company is prevented, or hindered, by any cause whatsoever beyond its control from holding the Event and/or from making any provision at the Event and in particular, but without prejudice, to the generality of the foregoing by Act of God, war, riot, civil commotion, Government controls, restrictions or prohibitions or any other Government act or omission whether local or national, fire, flood, subsidence, sabotage, accident, strike or lock out and shall not be liable for any loss or damage resulting therefrom suffered by the Participant.

**5 Cancellation by the Participant**

 1. In the Event that the Participant wishes to cancel any reservation, or part of any reservation, this must be given in writing, via email. The following cancellation charges shall apply:

- 80% of the registration fees will be refunded if the cancellation occurred in written form more than 90 days before the Event;

 - 50% of the registration fees will be refunded if the cancellation occurred in written form less than 90 but more than 30 days before the Event;

 - Registrations cancelled less than 30 days before the Event, in any form, or cancelled without being in a written form at any time, will not be eligible for a refund at all.

2. Consumers shall have the following rescission right to rescind this agreement without providing reasons within 7 days. The rescission period is 7 days as of the date of conclusion of the contract. In order to exercise your right to rescission you have to inform us (the Company, via an unambiguous declaration (for example a letter sent to us by regular mail, telefax or e-mail) about your decision to rescind this agreement. In order to maintain the rescission period it is sufficient that you send off the notification regarding the exercising of the rescission right prior to the lapse of the rescission period.

3. If you rescind this agreement we shall refund to you all the payments which we received from you including the delivery costs (with the exception of additional costs which arise because you have chosen a different kind of delivery than the lowest period standard delivery which we offer) without undue delay and at the latest within 14 days as of the day on which the notification of your rescission is received by us. For the payment we use the same payment method which you used in the original transaction unless something different was expressly agree with you; in no case will we charge fees for this refund.

**6 Copyright, prohibition of audio-visual recordings**

 1. The Company reserves all property and intellectual rights to any catalogues, brochures, documentation and any other conference related documents, distributed by the Company to the participants - in whatever form (such as a hard copy or electronic form) and related to the Conference. The reproduction, transmission or other use of documents shall only be permitted with the express written consent of the Company.

 2. Taking pictures and making of video and / or audio recordings during the Event for copyright reasons and in consideration of the speakers and presenters and other participants is prohibited unless expressly permitted by the Company.

**7 Liability, safety instructions**

1. The Conference will be carefully prepared and performed by the speakers and

Presenters. The Company accepts no liability for the timeliness, accuracy and completeness with respect to the Conference documents and contents.

1. The Participant shall comply with any rules and regulations associated with the Premises1 and Premises2 and shall ensure that its representatives required to attend the Event shall do the same.
2. The Participant shall not apply any substance or coating, including without limitation, any paint, lacquer or adhesive, to the Premises1or Premises2 or to any property at the Premises.
3. The Company reserves the right to refuse entry to the Event to the Participant and/or any person attending the Event because of the Participant if the Company believes that it would be detrimental to the Company’s business or property or the business or property of the Premises1 or Premises2 to permit entry.

5. Unless agreed otherwise in these terms and conditions, the Company shall only be liable for damages or unnecessary expenses – for whatever legal reason – if the damages or the unnecessary expenses

a) were caused by the Company or one of its vicarious agents through a culpable breach of an obligation, the fulfilment of which is essential for the carrying out of the contract and which the participant would ordinarily be entitled to depend upon (material contractual obligation), or

 b) Can be attributed to gross negligence or willful infringement of a contractual obligation on the part of the Company or the part of its vicarious agents.

 6. The Company is not liable for any loss of and / or damage to objects brought to the Conference by the participants, unless the Company is responsible for such loss or damage due to its own gross negligent or intentional acts. Participants are responsible for the supervision of their own property themselves. The duty to maintain safety for the venue is for Premises1 and Premises2, not the Company. Claims of infringement of safety duties should be sent directly to Premises1 and/or Premises2.

7. Save where such claim or expense arises as a result of the Company’s negligence, the Participant shall indemnify the Company against any claim or expense whether in respect of personal injury or damage to property or otherwise relating to its attendance or proposed attendance at the Event. For the avoidance of doubt, this clause shall apply where the Company shall become liable should the Venue Provider not be able to honor any commitment to a third party.

8. The Participant shall obey the instructions and/or directions of any responsible member of the Company’s staff and/or any responsible member of staff associated with the Premises and shall ensure that its representatives required to attend the Event shall do the same.

9. The Company offers no warranties in respect of services provided at the Event.

1. **Data Protection**
2. By providing the Personal Information required to register for the Event you agree that the Company may contact you by post, telephone, email or fax to keep you updated on arrangements being made for this Event. The Company will use Information provided in a manner reasonably required to run the Event. The Company does not sell, share, or rent Information to third parties. Any use of Information not disclosed here will only be made with your express permission.
3. The Company shall not be responsible for any information, or the use of any information, provided by the Participant to a third party.

**9 Applicable Law and Unenforceability of terms**

1. These terms and conditions shall be governed by and construed in accordance with the law of Scotland and you hereby submit to the exclusive jurisdiction of the Scottish Courts.
2. If a competent court declares any of these terms and conditions unenforceable, all other terms and conditions shall remain of full force and effect and the unenforceable term and/or condition shall endure to the extent permissible.

**10. Transfer of Rights**

 Any transfer of rights and obligations of the participant under the contract concluded with the Company shall only be valid with the written consent of the Company.