

STEP Caribbean Conference Terms and Conditions

1. The Contract and jurisdiction

- a. The Contract shall be governed solely by these Terms and Conditions and shall constitute the whole agreement between SCCL and the Client.
- b. In the event of any conflict between these Terms and Conditions and any communication between any of the Conference Organizers and the Client, these Terms and Conditions shall prevail.
- c. These Terms and Conditions shall be governed by the laws of the BVI and the Client irrevocably submits to the exclusive jurisdiction of the courts of the BVI and agrees that any litigation arising out of the Contract shall be conducted exclusively in the BVI.

2. Definitions

- a. The '**BVI**' means the British Virgin Islands.
- b. The '**Client**' means the delegate who accepts these Terms and Conditions and (where the context admits) his or her employer or the company, firm or organization for whom he or she works or whom he or she represents.
- c. The '**Conference**' means the STEP Caribbean Conference.
- d. The '**Contract**' means the contract constituted by these Terms and Conditions and the Client's acceptance thereof by registering for attendance at the Conference and/or paying the registration fee.
- e. The '**Conference Organizers**' means SCCL, Springstreet, their respective directors, officers and employees, the members of the Steering Committee, and each of their respective representatives and agents.
- f. '**SCCL**' means STEP Caribbean Conference Limited, a company incorporated under the laws of the Turks and Caicos Islands with limited liability.
- g. '**Springstreet**' means Springstreet Communications Inc., a company incorporated under the laws of Ontario in Canada, which manages the Conference on behalf of SCCL.
- h. The '**Steering Committee**' means the steering committee which arranges the conference on behalf of SCCL.

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3. The Conference

- a. The Conference is organized by SCCL and the parties to the contract are the Client and SCCL.
- b. 3.2 SCCL reserves the right to terminate the Contract at any time. In such event SCCL shall arrange for the registration fee to be returned to the Client and the Conference Organizers' liability will be limited to the amount of such fee.
- c. 3.3 SCCL reserves the right to make alterations to the Conference programme, the timing of presentations and the Conference venue.
- d. 3.4 In the event of it being necessary for SCCL to postpone the Conference, none of the Conference Organizers will be liable for any expenditure, damage or loss incurred by the Client or by any other person.

4. Dietary requirements, accessibility and alcohol consumption

- a. The Client will provide SCCL with details of any special dietary or other requirements not later than two weeks prior to the date on which the Conference commences. Whilst SCCL agrees to use all reasonable endeavours to cater for any such special requirements it shall be under no obligation to do so and failure to do so will not amount to any breach by SCCL of the Contract.
- b. SCCL will, to the extent which this is within its control, provide an accessible environment to all disabled Clients. This includes giving disabled visitors the opportunity to disclose confidentially their support needs in advance of their visit. The Client should advise Springstreet of such needs at least two weeks prior to the date on which the Conference commences. Whilst SCCL agrees to use all reasonable endeavours to cater for any such special requirements it shall be under no obligation to do so and failure to do so will not amount to any breach by SCCL of the Contract.
- c. Alcoholic beverages will or may be served at one or more of the evening hospitality events forming part of the Conference programme, some of which may (depending on the programme for the particular Conference) involve boat trips to other venues. By agreeing to these Terms and Conditions the Client acknowledges that it is his or her

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sole responsibility to ensure that the level of his or her alcohol consumption is not such as to place him or her at risk of injury when embarking or disembarking (or when on board) the vessel (or otherwise).

5. Payments

- a. In order to qualify for any 'early bird' rates, booking and payment must be received before the deadline date referred to on the Conference website.
- b. Overdue accounts may be charged interest at the rate of 2% per month on the outstanding balance.
- c. All fees payable to SCCL by the Client shall be paid free and clear of all deductions or withholding whatsoever. If any deductions or withholdings are required by law to be made from any fees payable to SCCL by the Client, the Client shall pay such sum as will, after the deduction or withholding has been made, leave SCCL with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

6. Substitutions and cancellations

- a. A delegate may nominate an alternative person from his or her organization to attend the Conference up to 7 days prior to the start of the Conference at no extra charge. Should substitution not be possible, cancellation charges apply as follows:
 - i. 8 weeks or more prior to start of the Conference: 10% of the registration fee.
 - ii. 4 to 8 weeks prior to start of the Conference: 50% of the registration fee; and
 - iii. 4 weeks or less prior to start of the Conference: 100% of the registration fee.

7. Liability

- a. None of the Conference Organizers shall be liable to the Client in the event that SCCL is delayed in or prevented from the performance of its obligations by reason of force majeure which for the purposes hereof shall mean any cause of delay or prevention beyond its reasonable control and shall include strikes, lock-outs, riots, sabotage, acts of war, destruction or damage of essential equipment, earthquake, hurricane, flood, fire, explosion or reduction or unavailability of power or other services.

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- b. Views expressed by speakers are their own. The Conference Organizers shall not be liable for advice given, or views expressed, by any speaker at the Conference or in any material provided to delegates.
- c. SCCL may at any time, with or without giving notice, in its absolute discretion and without giving any reason, cancel or postpone the Conference, change its venue or any of the other published particulars, or withdraw any invitation to attend. None of the Conference Organizers shall be liable for any loss, liability, damage or expense as a consequence thereof.
- d. None of the Conference Organizers shall be liable for losses of any nature sustained by Clients or accompanying persons or loss of, or damage to, their personal property as a result of the Conference or related events.
- e. None of the Conference Organizers shall be responsible for healthcare, dental and ambulance services during the Conference. SCCL strongly recommends that Clients take out comprehensive medical and travel insurance, which should cover the possibility of flight or hotel cancellation due to strikes, natural disasters and other causes. Accordingly none of the Conference Organizers shall be responsible for any losses arising from personal injury, death, loss or damage to property however caused or arising.