



COSAC — Booking and Cancellation Policy

1. These Terms

- 1.1 These terms and conditions (Terms) set out the obligations between you and David Lynas Consulting Limited (NI NI614283) or David Lynas Consulting Pty Ltd (we, us, or our). COSAC is a trading name of David Lynas Consulting Ltd & David Lynas Consulting Pty Ltd
- 1.2 These Terms explain what happens once you have placed an order, how to make payment, how you and we may change or end the contract, what to do if there is a problem and other important information. The Terms are only available in English. You should retain a copy of these Terms for future reference. Please read these Terms carefully and make sure you understand them.
- 1.3 These Terms cover the provision of COSAC events held in Ireland and COSAC Patrons subscription service operated by David Lynas Consulting Ltd and COSAC APAC events held in Australia operated by David Lynas Consulting Pty Ltd which are available through www.cosac.net (our website) or booked by email by the means specified in clause 1.6 below (the Events).
- 1.4 This version of these Terms was last updated on 19 August 2024. From time to time we may amend these Terms, and the version in force at the time of your Booking Confirmation shall be the version applicable to your Contract. Previous versions can be obtained by contacting us. Every time you book or attend an Event, please check these terms to ensure you understand the terms that apply at that time.
- 1.5 You acknowledge that when you book your Event online, you are agreeing to any additional terms found on our website at the point of booking, or through the Order Confirmation (as defined below) (Additional Terms).
- 1.6 You may contact us by telephoning us on +44 207 863 7834 or +61 386 869 119, by writing to us at David Lynas Consulting Ltd, Titanic Suites, 55-59 Adelaide St, Belfast, BT2 8FE, UK, or David Lynas Consulting Pty Ltd, Level 9/440 Collins St, Melbourne, VIC 3000, Australia by e-mailing us at info@cosac.net. If we have to contact you, we will do so by telephone or by writing to you at the email address provided to us at the time you made your booking.

- 1.7 When we use the words "writing" or "written" in these terms, this includes emails.

2. Our Contract With You

- 2.1 Any description, advertisement, documentation issued by us and any description contained on our websites or any catalogues relating to the Event are issued and published for the sole purpose of giving you a general idea of the Event, its content and objectives. Subject to any obvious error, the description and price of the Event will be as quoted on our website at the date your booking is made.
- 2.2 Upon submitting a booking for a place or places on an Event, whether online, or in writing, you will be given confirmation of our acceptance of your order (a Booking Confirmation) in writing.
- 2.3 A Booking Confirmation or attendance at the Event (where the Booking Confirmation has not been received prior to the Event) brings into existence a legally binding contract (Contract) based on these Terms, and any Additional Terms, between you and us.
- 2.4 You acknowledge and agree that you have authority to bind any business on whose behalf you have purchased a place or places on an Event. You also acknowledge that you are not a consumer and are operating in the course of conducting a business or trade.
- 2.5 These Terms, any Additional Terms and the Booking Confirmation and any document expressly referred to in them (together constituting the Contract) constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations, and understandings between us, whether written or oral, relating to its subject matter. In the event of any conflict or inconsistency between the foregoing documents they shall be construed in a reverse order of priority, with the documents appearing later in the list taking precedence over the documents appearing earlier in the list to the extent of such conflict or inconsistency.
- 2.6 You acknowledge and agree that in entering into the Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.
- 2.7 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in the Contract.

3. Price and Payment

- 3.1 The Event(s) can be paid for accordance with payment processes set out on our website. Event(s) must typically be paid for in full before your Booking Confirmation is issued and the Contract comes into effect, unless we and you agree otherwise in writing. If we waive our right to advance payment, attendance at the Event before we receive payment will form a legally binding contract in accordance with clause 2.
- 3.2 Unless you are booking an Event online, an invoice for payment of the appropriate fees shall be sent to the address you provide (whether a physical address or an email address) at the time of booking and it is your responsibility to ensure the address provided is correct.
- 3.3 Where you do not pay the appropriate fees in accordance with this clause 3 or clause 5.1 this will constitute a breach of the Contract and, in the event of such breach, or any other breach of Contract, without prejudice to clause b), we may take any or all of the following actions until the breach has been remedied to our reasonable satisfaction (including without limitation payment of our fees, any interest and any other charges being made in full):
 - a) refuse you and your delegates entry to the Event, or refuse to provide results of any examinations provided at the Event;
 - b) charge you interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 15% a year above the base rate of HSBC Bank plc from time to time; and
 - c) take action in order to recover any outstanding fees, and recover all costs of such action from you; and
 - d) refuse or cancel future bookings for you or your delegates.
- 3.4 It is always possible that, despite our best efforts, some of the Events we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Event's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Event's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and cancel your place on the Event.
- 3.5 Where VAT or GST is payable, if the rate of VAT or GST changes between your order date and the date we supply the product, we will adjust the rate of VAT or GST that you pay, unless you have already paid for the product in full before the change in the rate of VAT or GST takes effect.

4. Our Rights to Make Changes

- 4.1 We shall use our reasonable skill and care to deliver the Event and comply with the information you have been provided about it, on the date and at the venue set out in the Booking Confirmation unless otherwise changed in accordance with clause 4.2.

5. Cancellation, Transfer or Postponement

- 5.1 You can cancel your booking or transfer to another Event (taking place after the Event you have booked, and subject to availability), up to 14 days before the date on which the Event is scheduled to take place.
- 5.2 Where your booking is transferred, your original acceptance of the Contract will also transfer, and if the appropriate fees for the replacement Event are less than the Event you originally booked, we will refund the difference. All transfers will remain valid for 12 months from the original Event date. Transfers must be used within twelve months of the initial Event registration. After this period the Event credit and Event fee will be forfeited.
- 5.3 Where you or other delegates are unable to attend, substitute delegates can be accepted at no cost, but delegate details must be provided using the details provided in clause 1.6 prior to Event commencement.
- 5.4 Refunds or transfers will not be provided for any delegate who fails to or is unable to attend an Event outside of the specific circumstances outlined in this clause 5 above.
- 5.5 You may only cancel your Event booking in writing using the details provided in clause 1.6. When contacting us, please provide your name, address, details of the order, phone number and email address.
- 5.6 Your rights if we cancel an Event:
 - (a) Wherever reasonably possible, we will endeavour to contact you in advance to tell you we will be cancelling an Event, unless an emergency requires us to cancel the Event on the day;
 - (b) We reserve the right to cancel or postpone an Event if there are insufficient delegate numbers to ensure a high-quality conference experience, if a speaker is ill, if a venue becomes unavailable or there are otherwise circumstances outside our reasonable control that prevent the relevant Event taking place; and
 - (c) In the event that we cancel or postpone an Event, we will offer you a place on the next available Event. Alternatively, you may ask for a refund which shall be made in accordance with clause 5.7(b).

- 5.7 How we will refund you:
 - (a) Where an Event is cancelled pursuant to clause 5.1 you shall be entitled to a refund of the fees for that Event within 14 days beginning with the day on which we agree that you are entitled to a refund.
 - (b) Where an Event is cancelled pursuant to clause 5.6 we will refund your fees for the Event but not any other expenses (for example, hotel or rail fares). Your refund of Event fees will be paid within 14 days beginning with the day on which we agree that you are entitled to a refund.
 - (c) Where you transfer to a replacement Event pursuant to clause 5.1(b) and the fee is less than the original Event, we will refund the difference as soon as possible but in any event within 14 days beginning with the day on which we agree that you are entitled to a refund.

6. If There Is a Problem or You Have a Complaint

- 6.1 If you have any questions or complaints about the booking process or an Event, please contact us using the details in clause 1.6.

7. Summary of Your Legal Rights

- 7.1 Whilst every effort is made to ensure that our Events are relevant and topical they are not tailored or bespoke for specific businesses or individuals and therefore all warranties for fitness for purpose and all other express and implied warranties are excluded to the fullest extent lawfully permitted.
- 7.2 Nothing in the Contract limits or excludes our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or liabilities which cannot otherwise be excluded under applicable law.
- 7.3 Our liability to you, howsoever arising, shall be limited to the price you have paid for the Event and, subject to clause 7.2, and we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract, for any loss of profits, sales, business, or revenue, loss or corruption of data, information or software, loss of business opportunity, loss of anticipated savings, loss of goodwill or any indirect or consequential loss.

8. Personal Information

- 8.1 We will use any personal information you provide us in line with Data Protection Legislation and in accordance with our Privacy Policy which is

hereby incorporated into this agreement. Our Privacy Policy can be accessed at <https://www.cosac.net/privacy-policy/> or provided on request.

- "Data Protection Legislation" means the Data Protection Act 2018 and the General Data Protection Regulation, and any legislation which amends, extends, consolidates, re-enacts or replaces same within the UK, including any additional legislation or regulations that may be made pursuant thereto from time to time.

9. Miscellaneous

- 9.1 If you have any queries about the Event please contact the us using the details provided in clause 1.6.
- 9.2 Any notice or other communication given by you to us, or by us to you, under or in connection with the Contract shall be in writing and shall be delivered personally, sent by pre-paid first-class post or other next working day delivery service or e-mail, as outlined in clause 1.6.
- 9.3 A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.
- 9.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that the e-mail was sent to the specified e-mail address of the addressee.
- 9.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 9.6 We may transfer our rights and obligations under these terms to another organisation. We will inform you in writing if this happens and we will use reasonable endeavours to ensure that the transfer will not affect your rights under the contract.
- 9.7 The Contract is between you and us. No other person (including delegates whom you have booked places for) shall have any rights to enforce any of its terms.
- 9.8 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 9.9 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking the Contract, that will not mean that you do not have to do

those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to allow you to attend the Event, we can still require you to make the payment at a later date.

10. Jurisdiction

- 10.1 For Events sold by David Lynas Consulting Ltd (COSAC & COSAC Patrons) the Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation of the contract between us (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland. We both irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 10.2 For Events sold by David Lynas Consulting Pty Ltd (COSAC APAC) the Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation of the contract between us (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Australia. We both irrevocably agree that the courts of Australia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).