

LUNCH AND LEARN
DELEGATE TERMS AND CONDITIONS

1. For the purposes of these terms and conditions (**Terms**), **Company** shall mean OBN (UK) Ltd, a company registered in England and Wales with company number 06618658, whose registered office is at Bee House, 140 Eastern Avenue, Milton Park, Abingdon OX14 4SB, **Event** shall mean the Lunch and Learn event the Organisation is registering to attend, **Organisation** shall mean the company or other organisation that has completed the delegate registration form, **Delegate** shall mean an individual attending the Event on behalf of the Organisation, **Platform** shall mean the digital platform used for the Event where it is a digital or hybrid Event and **Venue** shall mean the physical venue for the Event, where it is a physical or hybrid Event.
2. By registering for and/or agreeing to attend the Event the Organisation agrees to be bound by the Terms, and the Terms create a binding agreement between OBN and the Organisation. The Organisation shall procure that all Delegates comply with the Terms and shall be liable for any breach of the terms by any Delegate.
3. The Company shall have the right to make any changes to the Event which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Event, and the Company shall notify the Organisation of any such change.
4. The Company reserves the right to make amendments to its programmes, panels or speakers.
5. The Company reserves the right to cancel the Event or change it from a physical Event to a hybrid or digital Event, or vice versa, at any time. The Company shall have no liability to the Organisation or any Delegate in such circumstances.
6. The Organisation 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 Venue or the Platform and shall ensure that its Delegates attending the Event shall do the same.
7. The Organisation shall comply with any rules and regulations associated with the Venue and the Platform and shall ensure that its Delegates attending the Event shall do the same.
8. The Organisation shall not, and shall procure that none of its Delegates, apply any substance or coating, including without limitation any paint, lacquer or adhesive, to the Venue or to any property at the Venue.
9. The Company reserves the right to refuse entry to the Venue and/or Platform to the Organisation and/or any Delegate if the Company believes that it would be detrimental to the Company's business or property or the business or property of the Venue or Platform provider to permit entry.
10. The Company does not accept liability for loss or damage to the Organisation's or any Delegate's property nor shall the Organisation hold the venue provider liable for any such loss or damage.
11. Save where such claim or expense arises as a result of the Company's negligence the Organisation shall indemnify the Company against any claim or expense relating to its or any Delegate's attendance or proposed attendance at the Venue, on the Platform, or otherwise at the Event.
12. Nothing in these Terms shall limit or exclude the Company's liability for (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law.
13. The Company will comply with all applicable Government guidelines and those of the Health & Safety Executive in the preparation and delivery of the Event. However, attendance at the Event is at the Organisation's and each of its Delegates' own risk and, subject to Clause 12, the Company shall not be liable for any illness, disease or injury contracted or suffered by any Delegate as a result of attending the Event, or for any loss resulting therefrom.
14. Subject to Clause 12, the Company shall not be liable to the Organisation, whether in contract, tort (including negligence), or otherwise, arising under or in connection with these Terms for loss of profits, loss of sales or business, loss of agreements or contracts, loss of opportunity or any indirect or consequential loss.
15. The Company shall incur no liability to the Organisation if the Company is prevented or hindered by any cause whatsoever beyond its control from holding the Event, or from holding it as a physical 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, epidemic, pandemic, fire, flood, subsidence, sabotage, accident, strike or lock-out and shall not be liable for any loss or damage resulting therefrom suffered by the Organisation.
16. **Data Protection** The parties have determined that they are Joint Controllers in relation to the Shared Personal Data (as those terms are defined in Schedule 1) and accordingly Schedule 1 sets out the arrangements between them for the purposes of Article 26 of the GDPR. The parties shall comply with their data protection obligations as set out in Schedule 1.
17. OBN processes personal data in accordance with its Privacy Policy, a copy of which is on the [OBN website](#).
18. **Applicable Law:** These terms and conditions shall be governed by the laws of England and Wales.

SCHEDULE 1

1. INTERPRETATION AND DEFINITIONS

1.1. In this Schedule the following definitions shall apply:

Agreed Purposes means the performance by each party of its obligations under, its acts in fulfilment of the Terms or receiving the benefit of the Terms. For the avoidance of doubt, in respect of the Organisation the Agreed Purpose includes retaining the Shared Personal Data for legal, compliance and regulatory purposes.

Shared Data Subject means a Data Subject introduced to the Organisation by the Company, or vice versa, pursuant to the Terms.

Data Protection Legislation means: (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regard to the Processing of Personal Data to which a party is subject, including the Data Protection Act 2018 and the GDPR; and (b) any code of practice or guidance published by the relevant data protection authority (or equivalent regulatory body) from time to time.

Data Subject Request means an actual or purported subject access request or notice or complaint from (or on behalf of) a Data Subject exercising its rights under the Data Protection Legislation.

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016.

ICO means the UK Information Commissioner's Office, or any successor or replacement body from time to time or equivalent national body in any EEA Country.

Losses means all losses, fines, liabilities, damages, costs, claims, amounts paid in settlement and expenses (including legal fees, disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties).

Shared Personal Data means the following Personal Data about Shared Data Subjects, including such things as name, position or role, business address, business email and telephone numbers, professional qualifications, memberships and education and information to include details of memberships, education, qualifications and publications.

Third Party Request means a written request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulation.

Transparency Requirements means the requirements to ensure that Processing is fair and transparent, as set out in the Data Protection Legislation.

1.2. **Controller, Joint Controller, Data Subject, Personal Data, Personal Data Breach, Special Category Data, processing and appropriate technical and organisational measures** shall have the meaning given to those terms in the Data Protection Legislation in force at the time

1.3. Any words following the terms "including", "include", "in particular" or "for example" or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. DATA PROTECTION

2.1. **Shared Personal Data.** This Schedule sets out the framework for the sharing of Personal Data when one Joint Controller discloses Personal Data to the other Joint Controller.2.2. **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a Controller under the Data Protection Legislation and this Schedule, and any material breach of the Data Protection Legislation and/or this Schedule by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Terms with immediate effect.2.3. **Particular obligations relating to data sharing.** Each party shall:

2.3.1. process the Shared Personal Data only for the Agreed Purposes;

2.3.2. ensure that it has all obtained and provided all necessary consents and notices in order to enable lawful transfer of the Shared Personal Data (including, where necessary, outside the UK) for the Agreed Purposes;

2.3.3. give full information (sufficient in scope to meet the Transparency Requirements) to any Data Subject whose Personal Data may be processed under this Schedule;

2.3.4. make due notification to the ICO (as required), including in relation to its use and processing of the Shared Personal Data and comply at all times with the Data Protection Legislation;

2.3.5. ensure that Shared Personal Data disclosed or transferred to, or accessed by, the other party is accurate and up-to-date, by taking reasonable steps to ensure that any inaccurate Shared Personal Data has been erased or rectified;

2.3.6. ensure that Shared Personal Data disclosed or transferred to, or accessed by, the other party is adequate, relevant and limited to what is necessary to enable the other party to process such Shared Personal Data, as envisaged under this Schedule;

2.3.7. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Shared Personal Data and against accidental loss or destruction of, or damage to, Shared Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Shared Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Shared Personal Data can be restored in a timely manner after an incident, and regularly

assessing and evaluating the effectiveness of the technical and organisational measures adopted by it) and, upon reasonable request from the other party, promptly provide evidence of its compliance with such requirements;

- 2.3.8. take reasonable steps to ensure the reliability of all of its employees who have access to the Shared Personal Data and ensure that those employees are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures implemented by that party;
- 2.3.9. maintain complete and accurate records and information to demonstrate its compliance with the Data Protection Legislation and its obligations under this Schedule.
- 2.3.10. not disclose or provide access to any Shared Personal Data disclosed or transferred to it by the other party to a third party (including a sub-contractor) in any circumstances without the other party's prior written consent, save in relation to: (i) Data Subject Requests (under paragraphs 2.4.1 and 2.4.2 below); and (ii) Third Party Requests. For Third Party Requests, the party seeking to disclose the Shared Personal Data shall promptly advise the other party in advance of such disclosure, unless that party is prohibited by law or regulation from notifying the other party of that disclosure, in which case it shall do so as soon as practicable thereafter (where permitted by law or regulation).
- 2.3.11. not transfer any Shared Personal Data outside the UK and EEA unless the transferor:
 - a) complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint controller); and
 - b) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
- 2.3.12. hold the information contained in the Shared Personal Data confidentially and under at least the conditions of confidence as such party holds Personal Data processed by it other than the Shared Personal Data;
- 2.3.13. not, by its acts or omissions, cause the other party to breach its respective obligations under the Data Protection Legislation or do anything which shall damage the reputation of the other party or that party's relationship with the Data Subjects.

2.4. **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation.

2.4.1. In particular, each party shall:

- a) promptly inform the other party about the receipt of any Data Subject Request;
- b) consult with and provide reasonable assistance to the other party (at the other party's expense) as is necessary to enable it to comply with any Data Subject Requests, queries or complaints made under Data Protection Legislation; provide assistance to each other as is necessary upon reasonable request to facilitate the handling of any Personal Data Breach relating to the Shared Personal Data in an expeditious and compliant manner;
- c) in relation to Shared Personal Data, notify the other party in writing and without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of (i) any potential or actual loss or misuse (by any means) of Shared Personal Data; (ii) inadvertent, unauthorised, and/or unlawful processing, collection, storage, disclosure, access, alteration, corruption, transfer, or sale or rental, destruction, or use of Shared Personal Data; or (iii) any other actual or suspected act or omission that compromises the security, confidentiality, or integrity of Personal Data in relation to the Shared Personal Data received from the other party and shall, within such timescale to be agreed by the parties (acting reasonably and in good faith):
 - i) implement any measures necessary to restore the security of compromised Shared Personal Data;
 - ii) support the other party to make any required notifications to the ICO and affected Data Subjects; and
 - iii) co-operate with the other party to take any further actions reasonably necessary to resolve the issue in accordance with Data Protection Legislation;
- d) in relation to Shared Personal Data, use reasonable endeavours to notify the other party if it is obliged to make a disclosure of any of the Personal Data under any Data Subject Request or other statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;

2.4.2. The Organisation shall notify the Company of the point of contact who is authorised to respond to enquiries concerning the collection and/or processing of the Personal Data of any Data Subject. This point of contact for the Company is the Data Compliance Officer whose contact details are set out in the Company's Privacy Statement.

2.4.3. The parties shall take such steps as are reasonably necessary to ensure that the contact point is notified to Data Subjects. The point of contact will cooperate in good faith with the other party, the Data Subject and the ICO.

2.5. **Liability**

2.5.1. Each party shall indemnify and keep indemnified the other party from and against all and any Losses that are sustained or suffered or incurred by, awarded against or agreed to be paid by the other party as a result of, or arising from, a breach by the indemnifying party of its obligations under this Schedule (Data Protection), including, in particular, pursuant to:

- a) any monetary penalties or fines levied by the ICO on the other party;
- b) the costs of an investigative, corrective or compensatory action required by the ICO, or the defence of a proposed or actual enforcement taken by the ICO (**ICO Investigation**);
- c) any Losses suffered or incurred by, awarded against, or agreed to be paid by the other party pursuant to a claim, action or challenge made by a third party to or against the other party (including by a Data Subject) (**Claim**); and

- 2.5.2. Immediately upon becoming aware of a Claim which might give rise to any liability on the indemnifying party under paragraph 2.5.1, the indemnified party will:
- a) give written notice of the Claim to the indemnifying party;
 - b) allow the indemnifying party to assume the control and conduct of the defence and settlement of the Claim; and
 - c) at the indemnifying party's expense, give such assistance as may reasonably be required by the indemnifying party in the defence, settlement or compromise of the Claim.
- 2.5.3. Promptly upon becoming aware of an ICO Investigation which might give rise to any liability on the indemnifying party under paragraph 2.5.1 the indemnified party will:
- a) give written notice of the ICO Investigation to the indemnifying party; and
 - b) keep the indemnifying party fully informed and engage in reasonable consultation with the indemnifying party.
- 2.5.4. In connection with the control or conduct of the defence and settlement of the Claim the indemnifying party will:
- a) keep the indemnified party informed of all relevant matters; and
 - b) make no settlement of the Claim without prior consultation with, and the written agreement of the indemnified party.
- 2.5.5. The parties acknowledge that nothing in this Schedule purports to appoint either party as processor for and on behalf of the other party in respect of any Shared Personal Data and that neither party shall otherwise act as a processor unless it has been expressly appointed as a processor by the other party. Such appointment shall be conditional upon the parties agreeing, in good faith, a set of processor obligations that comply with the Data Protection Legislation.
- 2.5.6. The maximum aggregate liability of each party in relation to the indemnity set out in paragraph 2.5.1 shall not exceed five million pounds (£5,000,000).