

# make better investments™

# **Terms and Conditions:**

# 1. Definitions

1.1 Agreement means these Terms and Conditions.

1.2 **Delegate** means investor or adviser who takes part at all conference sessions, pre-allocated workshops and meals. Delegate includes a substitute in accordance with clause 3.1.

1.3 **Event** refers to the Citywire Deutschland Retreat, taking place at the Althoff Grandhotel Schloss Bensberg from 15-16 June 2023.

1.4 **Personal Itinerary** means the itinerary given to the Delegate specifying the required attendance at conference sessions, workshops hosted by the Sponsors, lunches/dinners and activities at the Event.

1.5 **Sponsor** means the party to the sponsorship agreement for an Event with Citywire who is invited to present a fund to a selection of Delegates.

1.6 **Venue** means the location where the Event takes place.

## 2. Travel arrangements & provision of services

2.1 After receipt of the registration confirmation by email, the Delegate will be contacted by the Citywire Delegate liaison team in relation to the Delegate's Personal Itinerary and any dietary and/or accommodation requirements.

- 2.2 Citywire agrees to provide the Delegate the following:
- (i) Cost of return travel
- (ii) Cost of relevant transfers
- (iii) Complimentary accommodation and meals at the Venue
- (iv) Complimentary attendance at the Event activities

2.3 If the Delegate requires to travel on return flights other than the ones chosen by Citywire he/she may do so but at one's own cost. The Delegate shall notify Citywire of the details of his/her booked flight.

2.4 In the event the Delegate requires to extend his/her stay he/she may do so, but shall notify the Citywire events team as soon as possible. The full cost of extended accommodation will be at one's own cost. Hotel contact: Ulrich Woester <u>woester@schlossbensberg.com</u>

2.5 The Delegate agrees to fulfil his/her Personal Itinerary upon ticking the box below.

2.6 Other than the items stated in clause 2.2, the Delegate will be personally responsible for all other items of expenditure. This includes expenses such as: mini bar, additional drinks/refreshments, spa treatments, telephone calls, etc.

2.7 The Delegate warrants that he/she has taken out insurance from a reputable insurer for all risks and at such a financial level of cover as would be taken out by a prudent traveller to cover death; personal injury; loss of cash, luggage and personal belongings; medical expenses and cancellation costs in respect of all the Event activities.

2.8 The Delegate agrees to ensure his/her right of entry into the country of the Event and to obtain in good time any necessary visas. The Delegate shall follow the relevant travel advice imposed or issued by a governmental authority (national, federal or local) on travelling to the Venue.

2.9 The Delegate shall not access the rooms used for the Event or the supply of services before the time specified by Citywire.

2.10 The Delegate shall vacate the Event rooms or area by the time specified by Citywire and in the event that he/she does not, the Delegate shall be responsible for any additional charges incurred.

2.11 During the Event the Delegate shall follow the instructions and direction on hygiene and/or social distancing set out by the Hotel and Citywire in accordance with the rules or recommendations imposed or issued by a governmental authority (national, federal or local).

2.12 Under any circumstances travelling to the Event and attendance at the Event shall always fall under the full responsibility of the Delegate and are at the Delegate's sole risk.

#### 3. Cancellation

3.1 In the event of cancellation by the Delegate or his/her organisation, the organisation will make best efforts to send a substitute Delegate of comparable authority to replace the Delegate designated initially.

3.2 Termination or cancellation of this Agreement by the Delegate or his/her organisation must be delivered in writing to Citywire.

3.3 Citywire may, in its sole discretion, exclude or reject any person from the Event if it reasonably believes that the Delegate (or his/her employer) may be engaged in activities which are deemed to be contrary to the best interests of the Event, or which appear to be unethical or to be in breach of the law.

## 4. Liability

4.1 Nothing in this Agreement limits or excludes Citywire's liability for death or personal injury caused by its gross negligence, fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by applicable law.

4.2 Subject to clause 5.1, Citywire shall not be liable to the Delegate, whether in contract, tort (including, but not limited to, negligence), for breach of statutory duty or otherwise, arising under or in connection with this Agreement for loss of profits, goodwill, business opportunity, anticipated savings, loss of use or corruption of software, data or information or any type of special, indirect or consequential loss or damage.

4.3 Citywire, its employees or agents shall not be responsible for any loss, theft or damage to the property of the Delegate during the travel to and from the Event and the Event itself. The Delegate agrees that it is his/her sole responsibility to have insurance cover for personal property against loss, theft or damage.

4.4 To the fullest extent permitted by law neither the Delegate nor his/her employer shall be entitled to bring a claim and Citywire shall not be liable to the Delegate or to his/her employer for any loss or injury whatsoever and howsoever caused that may be incurred by the Delegate or which is caused by or contributed to by Citywire's (or any third party's) acts, omissions, breach or negligence arising out of or in connection with the flights including but not limited to refusal by the airlines or a competent authority to carry the Delegate or cancellation, delay or disruption of a flight for any reason.

4.5 Neither the Delegate not his/her employer shall be entitled to bring a claim and Citywire shall not be liable to the Delegate or to his/her employer in case the Delegate contracts COVID-19, any other virus, infection or disease during the travel to and from the Event and the Event itself.

4.6 The Delegate shall indemnify, defend and hold Citywire harmless from and against all damages, liabilities, obligations, losses, costs, charges, penalties, fines and expenses arising out of or in connection with the Event and

the Delegate's participation in it except where incurred or sustained by the Delegate as a result of any damages or injury caused by the negligence of Citywire or the official contractors appointed by Citywire.

4.7 For the avoidance of doubt, clauses 4.1 to 4.6 shall apply to any trips by the Delegates, organized by Citywire, to visit the Venue prior to the Event.

4.8 Failure of Citywire to insist upon strict performance by the Delegate of any of these Terms and Conditions shall not operate as a waiver or otherwise release or in any way affect the liability of the Delegate under these Terms and Conditions.

#### 5. Changes to the Event

5.1 Citywire reserves the right to alter the content of the programme and/or timings of the Event.

5.2 In the event the Venue shall, at Citywire's sole discretion, become unfit or unavailable for occupancy, or shall be substantially interfered with, by reason of fire, flood, tempest or any other such cause or as a result of government intervention, malicious damage, acts of war, strike, lock-out, labour dispute, riot or any other causes or agency over which Citywire has no control or should Citywire decide that owing to any such cause or agency it is necessary or advisable to cancel, postpone or resite the Event or reduce the planned period for preparation, display or dismantling, Citywire shall not be liable to indemnify or reimburse the Delegate in respect of any direct or indirect damage or loss as a result thereof.

#### 6. Governing Law and Jurisdiction

6.1 This Agreement and any dispute or claim arising out of or in connection with this Agreement or its subject matter (including, but not limited to, non-contractual disputes or claims) shall be governed by and construed in accordance with laws of England and Wales and Citywire and Delegates hereby submit to the exclusive jurisdiction of the English courts.