

Terms and Conditions

KETOCOLLEGE ADVANCE &
KETOCOLLEGE FOUNDATIONS

TERMS AND CONDITIONS

1 Terms and conditions

- 1.1 The following Terms and conditions (the **Terms**) are the terms on which you (referred to as the **Attendee**) register to attend the Event via the Website (a **Booking**).
- 1.2 Please read these terms carefully before you submit your order for tickets to us. These terms tell you who we are, how we will provide tickets to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2 Who we are and how to contact us

- 2.1 We are Matthew's Friends KetoCollege which is run from KetoCollege Ltd and having its registered office at C/O Young Epilepsy, St. Piers Lane, Lingfield, Surrey, RH7 6PW (referred to as 'KetoCollege', 'We' or 'Us').
- 2.2 You can contact Us by telephone on **0044 (0) 1342 836571** or by Writing (as defined below) to us at **KetoCollege Ltd. St Piers Lane, Lingfield, Surrey RH7 6PW** or by email to info@ketocollege.co.uk
- 2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order for tickets.
- 2.4 We will take all reasonable care to ensure that all details, descriptions, and prices of items appearing on the Website are correct at the time when the relevant information was entered onto the system. Although we aim to keep the Website as up to date as possible, the information appearing on the Website at a particular time may not always reflect the position exactly at the moment you place an order.
- 2.5 Any description given on the Website is for information only and does not constitute a sale by description. No warranty (express or implied) is given concerning the quality, condition, or suitability for any purpose of any services purchased from the Website.

3 **Booking the Event**

- 3.1 You must register to attend the Event via our Website. This is known as the **Booking**.
- 3.2 A contract between the Attendee and the Host will only be formed when we send you a booking confirmation by email and receive full payment, from you in accordance with paragraph 4 below.
- If, for any reason, there is a limitation on numbers who can attend the Actual Event, priority will be given to those making bookings on a first come first served basis. If any Attendee has already made a Booking to attend the Actual Event and they are subsequently prevented from doing so due to such a limitation of numbers having been exceeded, that Booking will need to be cancelled or transferred to another similar event, whichever is preferred. See chapter 6.
- 3.4 If the Host is unable to accept your Booking, for example if the Event has been overbooked, we will inform you of this by email and we will not charge you for the Event. If payment has already been made, a refund will be made by the Host.

4 Payment

- 4.1 All Prices to attend the Event are displayed on our website. The final Price is indicated on the order pages when you place your Booking on our Website.
- 4.2 We reserve the right to change the Price at our own discretion. All Prices are exempt from VAT unless otherwise indicated.

- 4.3 You should pay for your Booking online by credit and debit card at the time of booking. Your payment will be processed by a secure third-party payment processor.
- The Host reserves the right to cancel any Booking before the start of the Event. Where the Host cancels any Booking, the provisions of paragraph 8 shall apply.
- In the event of cancellation of a Booking by the Host for non-payment, the charges set out in paragraph 8 below shall apply.

5 Permitted Attendees

5.1 The following persons may attend the Event subject to the Terms:

5.1.1 Health Care Professionals

5.2 Children under the age of 18 are not permitted to access the conference hall where the Seminars are to take place nor to attend the KetoCollege Dinner.

6 **Booking Amendments**

- 6.1 Subject to clause 6.2, where an Attendee is unable to attend the Event, an appropriate substitution may be appointed provided that We are notified of the particulars of such substitution at least 3 days prior to the Commencement Date. If you wish to substitute the name of the Attendee, please contact the Host in accordance with paragraph 2.2 as soon as possible.
- 6.2 No substitutions will be permitted to attend the Event if We are not notified in accordance with clause 6.1.
- 6.3 The Host reserves the right to require the Attendee requesting a Booking Amendment to reregister for the Event on the Website in order to give effect to the Booking Amendment. Where such request is made, a refund will be issued to the Attendee by the Host within 30 days of the request.
- 6.4 The Host reserves the right to make alterations to the Programme, including date and/or Venue of the Event.
- 6.5 The Host will make all reasonable endeavours to notify Attendees of any alterations to the Programme.
- 6.6 Where the Host alters the date or Venue of the Event, such changes shall be notified to the Attendees as soon as reasonably practicable prior to the Commencement Date. Where an Attendee registered to attend the Actual Event is unable to due to alterations to the date and Venue of the Event in accordance with clause 6.4.

7 Cancellation by the Attendee

- 7.1 The Attendee may cancel their Booking at any time prior to the Event subject to the charges and terms of refund detailed under this paragraph 7 of the Terms.
- 7.2 Where an Attendee cancelled a Booking, the Attendee shall be entitled to the following refund and/or subject to the following charges:

Cancellation notification date (the date on which We are notified of the request to cancel a Booking in accordance with clause 7.3)	Refund and/or charge amount
More than 14 days prior to the Commencement Date	Full refund minus an Administration Fee of £35 GBP
Less than 14 days prior to the Commencement Date	No refund

- 7.3 All cancellations, by individuals or groups, must be given in writing by email to the Host.
- 7.4 Non-attendance by the Attendee (or Substitute where appropriate) shall not entitle the Attendee to any refund.
- 7.5 Any refunds made by the Host pursuant to clause 7.2 will be done so within 30 days of notification by the Host.

8 Cancellation by the Host

- 8.1 The Host reserves the right to cancel the Event at any time and at its sole discretion. Where the Host cancels the Event, the Host will refund any Price paid by the Attendee to the Host in accordance with clause 4.
- 8.2 Where the Event is cancelled by the Host in accordance with this clause 8, the Host will not be liable for any travel, hotel or other associated costs whatsoever incurred by the Attendee in relation to the Event.
- 8.3 In the event of cancellation, We will use reasonable endeavours to alert those who have booked to attend an Event, and details of any cancellation will be posted on Our Website. Attendees are responsible for checking this information before the Event.
- In the event that the Actual Event cannot take place due to the advice of any government, local authority or any other public body (for example, as a result of the Covid-19 pandemic), the Host shall refund the Attendee.

9 **Dietary requirements**

Please let Us know if you have any dietary restrictions or special considerations, and We will do our best to accommodate you. If you have any dietary requirements, please indicate these at the registration process or email Us separately. We will make every effort to accommodate dietary requirements; however, there is no guarantee that We will be able to accommodate all food intolerances and/or special diets. It is the Attendee's responsibility to let Us know if they have any food allergies or restrictions at least 14 days before the Commencement Date.

10 Intellectual Property

10.1 All intellectual property rights in materials provided to you during or for the purposes of an Event (including but not limited to any notes, slides or articles) are the property of The Host or the relevant Event speakers.

11 Liability

- 11.1 Where Events involve external speakers, their views may not represent The Host's. We will do our best to ensure all information provided is correct at the time of the Event but We are not liable for any consequences arising from errors or omissions.
- 11.2 Attendees are required to comply with the rules and regulations governing the Venue and/or accommodation. They should insure any property they bring into the Venue/accommodation, and such property is brought into the Venue/accommodation at their own risk.
- 11.3 Attendees are obliged to observe and comply with the Covid-19 rules and regulations governing social distancing/testing/wearing a mask and any other government measure in place at the time of the Event.
- 11.4 Subject to the other provisions of this section, The Host will only be liable to attendees for direct losses suffered due to the negligent acts or omissions of The Host. The Host's total liability for these losses is limited to the Fees paid by the attendee to the Host for the Event.
- 11.5 The Host shall not be liable (whether such liability arises due to negligence, breach of contract, misrepresentation, or otherwise) for any direct losses or damages not stated above or for any indirect or consequential losses or damages howsoever arising. This shall include, but not be limited to, loss of use or of any profit, business or data, or any loss of use or damage suffered as a result of an action brought by a third party, even if such loss was reasonably foreseeable or The Host had been advised of the possibility of the attendee incurring the same.
- 11.6 Nothing in these Terms is intended to limit or exclude any liability which the Host is not able to limit or exclude by law.
- 11.7 The Attendee shall indemnify the Host for any costs, losses or damages that the Host pays to the Venue, accommodation or any other supplier connected to the event following (i) any breach by the attendee of the rules and regulations relating to the Venue or accommodation; (ii) any damage done to the Venue or accommodation or any equipment thereof by the attendee, including, but not limited to, any equipment provided for the Event; and (iii) any injury suffered by any person, animal or item caused by or in consequence of any act or omission of the attendee.
- 11.8 Attendees must put in place appropriate insurance to cover any costs, liabilities, or other losses that they may suffer or incur arising out of these Terms (including the indemnity above), any cancellation of any Event for any reason or arising out of their inability to attend the Event for any reason (including any reason beyond their control). Attendees acknowledge that the Host shall not be liable for any costs or losses arising due to such cancellation or inability to attend, save to the extent expressly set out in these Terms, and therefore it is their responsibility to ensure they have appropriate insurance.

12 Non-discrimination policy

- 12.1 The Host will use its reasonable endeavours to comply with applicable laws in relation to discrimination on any grounds.
- 12.2 Accordingly, the Host is committed to providing equality of opportunity and fair treatment for all, and in dealing with the attendees will not intentionally discriminate on the basis of gender, age, marital status, sexual orientation, ethnic origin, religion, culture, or disability.

13 Data protection

13.1 Photography and filming will take place at Events and may be published on our website, social media channels and marketing materials to promote the Host. Should you wish your photograph not to be taken, please contact Us.

- 13.2 The Host may also share your personal data with its Event sponsors and its sub-contractors in order for them to contact the Attendees about other products and services which may be of interest to the Attendees.
- 13.3 The Host may also share this information with providers of services relating to the Event (e.g. Venues and hotels) for purposes of fulfilling your booking.
- 13.4 All information you provide to Us is stored on our secure platforms in the UK, EU and USA.

14 Events outside of our control

- 14.1 The Host shall not be liable for the delay or cancellation of an Event where this is caused by a Force Majeure Event.
- 14.2 Should We be prevented, hindered, or delayed in or from performing any of our obligations under these Terms, our performance will be deemed to be suspended for the period that the Force Majeure Event continues. We will use our reasonable endeavours to find a solution by which our obligations under these Terms may be performed despite the Force Majeure Event. If the Force Majeure Event persists and We are required to cancel the Event, paragraph 8 will apply.

15 General

15.1 If any provision of these Terms is found by any court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed not to be a part of these Terms and this shall not affect the enforceability of the remainder of these Terms.

15.2 Assignment

No party to these Terms shall assign any of its rights or obligations under the Terms unless approved by the other party in writing.

15.3 Variation

Except as set out in these Terms, no variation of the Terms shall be effective unless it is in writing and agreed by the parties (or their authorised representatives).

15.4 Third Party Rights

Unless there has been a substitution in accordance with paragraph 5, these Terms shall not be enforceable by a third party as defined in the Contracts (Rights of Third Parties) Act 1999.

15.5 Entire agreement

- 15.5.1 These Terms constitute the entire agreement between the Host and Attendee and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement these Terms.

15.6 Governing Law

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

15.7 <u>Jurisdiction</u>

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

16 Interpretation and definitions

16.1 Definitions:

Actual Event means the Event to be held at the Venue and where an Attendee attends In Person.

Administration Fee means any costs incurred by the Host in facilitating, amending, or cancelling a Booking.

Attendee means any person who has a booking to attend the Event.

Business Day means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date means 11 May 2026

Event means:-

- 1 the Symposium; and/or
- 2 the Exhibition; and/or
- 3 the KetoCollege Dinner,

and any combination of the above, whether online via a relevant online platform or In Person at the Venue.

Exhibition means the promotion and sale of products and services by affiliates charities, persons and companies to be showcased at the Venue.

Force Majeure Event means an event or circumstance not within a party's reasonable control including without limitation:-

- (i) acts of God, flood, drought, earthquake or other natural disaster;
- (ii) epidemic or pandemic;
- (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (iv) nuclear, chemical or biological contamination or sonic boom;
- (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;

- (vi) collapse of buildings, fire, explosion or accident;
- (vii) total or partial local, regional or national government lockdown;
- (viii) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (ix) interruption or failure of utility service.

KetoCollege Dinner means the dinner (as advertised on the Programme) to take place on 12 May 2026 and which is scheduled to be held at The Felbridge Hotel, London Road, East Grinstead, West Sussex RH19 2BH

Health Care Professional means an Attendee who is a medical professional, including but not limited to neurologists, medical doctors, researchers, scientists, dieticians, nurses, dietetic support workers, medical students and any other associated health care professionals.

Host means KetoCollege organisers.

In Person means physical attendance at the face to face Event..

Price means the cost for an Attendee to attend the Event either (i) In Person; or (ii) online (as appropriate), in accordance with the pricing list published on the Website from time to time.

Programme means the order of events, conferences, seminars and exhibition as set out on the Website which may vary from time to time.

Terms mean these terms and conditions which the Attendee by making a booking to attend the Event has agreed to be bound by.

Venue means the The Felbridge Hotel, London Road, East Grinstead, West Sussex RH19 2BH or such other alternative location as may be specified by the Host in accordance with Paragraph 6.4.

Website means https://www.ketocollege.co.uk

16.2 Interpretation:

- 16.2.1 A reference to a statute or statutory provision is a reference to it as amended or reenacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 16.2.2 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 16.2.3 A reference to writing or written includes email.