

Scottish Oil Club Annual Dinner Terms and Conditions

1. Introduction

- 1.1 The Scottish Oil Club Annual Dinner is organised and managed by The Scottish Oil Club, a company registered in Scotland with registration number SC414903 and registered office at 6 Redheughs Rigg, Edinburgh, Scotland, EH12 9DQ.
- 1.2 References to "us" means The Scottish Oil Club and references to "we" and "our" shall be construed accordingly. Reference to "you" means the person or entity making a booking request and references to "your" shall be construed accordingly.
- 1.3 All bookings are made subject to these Terms and Conditions and the process outlined on the bookings section of our website. By submitting a booking request to us you agree to be bound by these Terms and Conditions and that process. All other terms and conditions, including any that you may provide when booking or paying for places at the Annual Dinner, are excluded.

2. Bookings

- 2.1 Bookings for the Annual Dinner are limited to individual or corporate members of the Scottish Oil Club.
- 2.2 All bookings must be made by email using the process outlined on the bookings section of our website. The payment must be paid in accordance with the payment terms on the invoice.
- 2.3 Bookings are non-refundable after the cut-off date for refunds specified on our website.

3. Cancellation or changes to the Annual Dinner

- 3.1 We reserve the right to cancel the Annual Dinner at any time, in which case we shall refund any monies paid under condition 2.2 above. We shall have no further liability to you or your guests in such circumstances.
- 3.2 It may be necessary for reasons beyond our reasonable control (these include, without limitation, acts of God, flood, fire, adverse weather, war, acts of terrorism or any such acts, any strike action, protests, lock-outs, industrial action, or widespread illness) to alter the advertised timing, speakers, content and/or location of the Annual Dinner. We reserve the right to do this at any time.
- 3.3 We shall not be liable to you for travel, accommodation or other costs and expenses you or your guests incur if we are required to cancel or alter the Annual Dinner as a result of an event outside our control.

4. Attendance and guests at the Annual Dinner

- 4.1 You and your guests shall at all times comply with any rules, policies and procedures of the venue, including all health and safety policies and procedures and all reasonable instructions of staff in the venue.
- 4.2 You are responsible for your behaviour and for the behaviour of your guests at the Annual Dinner. We or the venue staff have the right to refuse admission or eject from the venue any attendee who is under the influence of alcohol or drugs or who is causing a disturbance or nuisance. We shall not be held responsible for any behaviour by attendees which is, or is likely to be considered by the venue, staff, other guests or by us as, inappropriate or undesirable.
- 4.3 You agree to indemnify us, our directors, staff and our agents against all loss, costs, claims and expenses of any kind arising from any act or omission by you or any of your guests during or otherwise in relation to your booking and/or your or their attendance at the Annual Dinner.
- 4.4 Your booking is personal to you and will only entitle you and your named guests to attend the Annual Dinner. If individual guests on your table are not able to attend a substitute guest may attend in their place. Substitutions can also be made for individual bookings, at no extra charge. You must inform us by email prior to the date of the Annual Dinner of all changes and substitutions, using the schedule sent by us to you.
- 4.5 Other than as set out above you may not sell or transfer, all or any part of your booking, and whether in exchange for payment or otherwise, to any third party. We reserve the right to cancel your booking without any refund if you breach this condition 4.

5. Our liability to you

- 5.1 Subject to condition 5.3 our aggregate liability to you, whether such liability arises in contract, delict or otherwise, for any damages, loss, costs, claims or expenses of any kind in connection with your booking, or requested booking, for the Annual Dinner shall be limited to the price paid by you in respect of the booking.
- 5.2 Subject to condition 5.3 we shall not be liable to you for any loss of profit, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.
- 5.3 Nothing in these terms and conditions shall limit or exclude any liability to the extent that it cannot be limited or excluded under applicable law, including without limitation liability for death or personal injury.

6. General

- 6.1 You are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under these terms.
- 6.2 These terms do not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of these terms.
- 6.3 Our Data Protection Policy at <http://www.scottishoilclub.org.uk/dataprotection.htm> sets out details of how and when we will collect and use your personal information.
- 6.4 These terms and conditions and the rights and obligations of both parties shall be governed by Scots Law and shall be subject to the exclusive jurisdiction of the Scottish Courts