



Hong Kong

ADVANCED FINANCIAL CRIME PREVENTION

SYMPOSIUM & TRAINING COURSE FOR THE ASIA PACIFIC REGION

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The Conrad Hotel
Hong Kong
8th-12th October 2007

IFCCT Faculty



Gert Demmink (Course Leader)



Gert Demmink is former Head of Department, Expert Centre for Integrity, in the Directorate of Supervision of the Netherlands Central Bank (De Nederlandsche Bank N.V.) responsible for the supervision of efforts to combat money laundering, financing of terrorism and (tax) fraud. Currently, he is Executive Director, Nederlands Compliance Instituut. He is also senior advisor to the Central Banks in the Netherlands IMF Constituency (mainly former Soviet Republics) with regard to AML/CFT/Corruption and (tax) fraud. He has also advised Ukraine, Georgia, Armenia & Bulgaria.

Other Skills:-

- Deputy Judge in the Amsterdam Criminal Court (since November 2001)
- Freelance trainer with FMO (Institute for the Financing of Developing Countries): presentations and in-house workshops in Islamic banks in Dhaka, Bangladesh in 2003
- Trainer with the Netherlands Compliance Institute.
- Chairman, Training & Education Committee of Netherlands Chapter ACFE.
- Lawyer & Forensic Auditor by profession

Professional Experience Record:

- 1992 - 1996: Ministry of Justice in the Netherlands. Senior policy officer in the field of international co-operation (police/prosecution)
- 1996-1997: Netherlands Antillies Government Project Manager for the Financial Intelligence Unit.
- 1998 - present: De Nederlandsche Bank N.V.



Ken Farrow



Ken Farrow is Director of Investigative Services for Control Risks, one of the UK's leading specialist risk consultancies with 18 offices on five continents. He leads a team of investigators, most of whom come from law enforcement backgrounds, are able to carry out fraud vulnerability studies, investigate fraud as well as trace and recover assets in domestic or multi-jurisdictional cases.

Prior to joining Control Risks, Ken was the Head of Group Financial Crime for Lloyds TSB Bank in London and was the former Detective Chief Superintendent in charge of the City of London Police Economic Crime Unit. During his 34 years as a police officer he worked in a variety of countries, exclusively within the CID and Fraud Squad managing investigations in relation to fraud and corruption including banking and insurance fraud, computer crime, organised cheque and credit card fraud and money laundering. He was also seconded on a number of significant corporate fraud investigations.

He is the former Chairman of the UK's Association of Chief Police Officers' National Working Group on fraud, a position he held for 7 years and is currently a Trustee Director of the UK's Fraud Advisory Panel (www.fraudadvisorypanel.org) an independent Advisory body of volunteers drawn from the public and private sectors, its role to raise awareness of the immense social and economic damage that is caused by fraud and to develop effective remedies.



Steven Philippsohn



Steven Philippsohn is a leading authority on fraud. Over the last 20 years his firm has been retained by national and international organisations all of whom have been victims of fraud. This firm is a leading fraud litigation practice in the UK as identified in the 2001 edition of The Legal 500.

Steven has been invited to speak regularly to international corporations and institutions as well as to other lawyers. He has recently given papers at the International and American Bar Associations, the Global Forum for Law Enforcement and National Security and to a UK Government department.

He is asked for comment regularly by the media and has been interviewed on BBC, ITV, Sky Television and CNBC. He is regularly invited to write articles and is quoted in the mainstream media as well as specialist law publications. In addition, he is co-editor of the UK Manual of the Association of Certified Fraud Examiners and is an active member of the Association. He is the co-author of the "Security and Assurance" chapter of the City & Financial publications of "e-Commerce from Cradle to Grave: A Practitioner's Manual".

He is Chairman of the Cybercrime Working Party of the Fraud Advisory Panel, a member of the IAAC and on the Editorial Boards of e-Commerce Law & Policy and Inside Fraud Bulletin.

Steven obtained Honours in the Law Society qualifying examinations, prior to becoming a solicitor in 1972. He moved quickly to become the litigation partner of a substantial Central London practice prior to starting his own firm in 1979.



Edward Wilding



Edward Wilding, CTO, has successfully investigated several hundred cases of computer fraud and forgery, IP infringement, system sabotage and misuse in many jurisdictions. He has served as an expert witness for the prosecution and the defence in criminal cases, at employment tribunals, in civil litigation and at official hearings including the Hutton Inquiry into the death of weapons expert Dr. David Kelly CMG. He is the author of two acclaimed books, "Computer Evidence: A Forensic Investigations Handbook" (1996) and "Information Risk and Security: Preventing and Investigating Workplace Computer Crime" (2006). An accredited tutor on computer fraud and misuse at Royal Holloway, University of London, Ed has lectured worldwide on forensic methods and investigative techniques to law enforcement agencies, law firms, government bodies and IT security and audit professionals.

Symposium, Hong Kong 2007

Day 1, Monday, 8th October 2007

Introduction and Welcome 09:00

Welcome Address:

- Mr. Gert Demmink, Head of Faculty & Course Director

Opening Address:

- Dr. Ye Feng
Secretary General, Int. Ass'n of Anti-Corruption Authorities
Vice President of the International Association of Prosecutors
International Director of the Asia Crime Prevention Foundation
Member of Procuratorial Committee of the Supreme People's Procuratorate of P.R. China
Director General of International Judicial Cooperation
Department of Supreme People's Procuratorate of P.R. China

Keynote Addresses:

- FATF, Rick McDonell (TBC)
- Hong Kong Monetary Authority (TBC)
- Hong Kong Dept. of Justice, Kevin Paul Zervos

Inaugural Session 09:45 - 11:00

Money Laundering and Suspicious Transaction Reporting in Hong Kong

- Detective Chief Inspector David Cope, Hong Kong Police Force - representing Joint Financial Intelligence Unit/Financial Investigations 2

Our Challenges to Prevent Financial Crime

- Mr. Shinya Fukuda, Commissioner, Securities and Exchange Surveillance Commission (SESC), FSA, Japan

Coffee Break 11:00

Session 2 11:30 - 13:00

The role of International Organisations in treaties opposing transnational crime

The IMF and the Fight against Money Laundering and the Financing of Terrorism

- Olaf Unteroberdoerster, IMF (Hong Kong)

New Initiatives in combating financial crime

- Interpol (TBC)
- FBI Hong Kong

Lunch 13:00 - 14:30

Session 3 14:30 - 16:00

The Asian challenge:
Mitigating risk and exposure in the regional context

- Martin Rogers, Co-head, Clifford Chance Asia Regulatory Group & Head of Asia Dispute Resolution Practice

Afternoon Tea 16:00 - 16:30

Session 4 16:30 - 17:00

Questions to the Panel

Chairman's Summary

Evening Reception 17:45 - 19:00

“Financial crime and money laundering is indeed a global problem which requires a concentrated global response. In order to protect our respective financial systems from the destabilising effects of financial crime and money laundering, it is imperative that we have comprehensive training”

Agenda & Course, Hong Kong 2007

Day 2, Tuesday, 9th October 2007

The Electronic Threat 10:00

This intensive one-day seminar examines computer related threats in the business environment and the technical and procedural methods to investigate computer misuse. You will discover how best to respond to a suspected fraud or computer crime in the workplace, and the many legal pitfalls that can entrap the unwary when gathering evidence.

The actions taken by those initially at the scene of computer misuse largely determine the success or failure of the ensuing investigation. This reinforces the necessity to train "first responders" in the immediate steps that must be taken to preserve evidence and ensure its admissibility.

The programme emphasises proven and practical solutions to a variety of technical emergencies and demonstrates current "best practice" for computer crime incident response. Emphasis is placed on interactive, realistic training where attendees, working in teams, are required to investigate a number of cases that are based on real incidents.

Computer Threats 11:00

An overview of the risks and mechanics of:

- computer fraud;
- system sabotage, extortion, e-crime and misuse including case studies

Sarbanes Oxley

- SOX and ICT controls
- Control failures common in banking and finance
- Catastrophic risks
- Computer fraud resilience and the audit process

Incident Response

Chain of command and coordination;
Operational security;
Liaising with external agencies;
The computer forensic response team;
Secure exit procedures when employees are suspended or dismissed

Initial Suspicion 12:00

The early warning indicators of fraud, computer crime and misuse

Investigative Circumstances

How best to commence and conduct the investigation.
Technical resources to facilitate the investigation.
Covert investigations.

Investigative Methodology

10 analytical methods common to all investigations.

Lunch 13:00 - 14:30

Computer Evidence 14:30

Controlling the electronic crime scene;
How to handle, collate, store and present admissible computer evidence;
Presenting technical evidence in a courtroom, inquiry or at a tribunal.

Computer Forensics

An overview of tools and techniques to recover and store:
- data;
- email;
- multimedia.

Afternoon Tea 15:45

Prevention and Detection 16:00

ISO 27001 - International Standards of Information Security Management

Latest techniques - The latest electronic crime trends and methods

Preserving Evidence and Regulatory Applications

Group Exercise 16:30

US \$22 million is missing from a client account and your IT Manager has disappeared - what will you do?

Summary and Close 17:30



Day 3, Wednesday, 10th October 2007

The Principles of Prevention

10:00

Effective fraud and financial crime prevention is essential to all banking operations. Organisations are continuing to lose millions through an increase in internal fraud and organised crime, and so the problem remains an unmanaged risk. It is vital to take a robust view, create and establish a proactive anti-fraud culture and approach to fraud prevention.

The Need for Controls 09:00

Questions to the Panel

Chairman's Summary

The importance of management policy

Understanding core and non-core business

Code of ethics and business principles

Linking policy and operations

Communication

Resource allocation; fraud prevention and deterrence at an affordable price

Integrity check list - KYC, personal backgrounds and source of funds

The Internal Threat

The insider remains the greatest danger to any organisation, and the threat is increasing. Organisations around the world continue to lose vast sums to fraud committed by their own staff and to planted employees. These people are best placed to take advantage of any lax or complacent controls, and recent figures reveal that nearly eight out of ten cases of fraud involved them. Organisations need to be aware of all factors affecting staff and guarantee that systems are in place to effect due diligence in all areas of employee recruitment and monitoring.

Identifying the Risk 09:00

Fraud risk profiling

The importance of measuring risk

Politically Exposed Persons (PEP's)

Vulnerable areas of business

Vulnerable times - economic factors/Factors affecting staff

Bonuses and incentives

Welfare and personal triggers

Corruption and bribery

Recruitment and Human Resources 10:00

Role of human resources - first line of defense

Pre-Employment Screening

Interview techniques

Psychometric screening

Communication and welfare

Training & Awareness

Morning Coffee 10:45

The Elements of Personnel Security 11:00

Screening

Security Clearances

Supervision

Lunch

12:45

Case Study - Prevention Measures 14:15

Whistle Blowing

Employee monitoring

Collective responsibility

Afternoon Tea

15:45

Staff Rotation 16:15

Developing an anti-fraud culture

Setting realistic forecasts and targets

The 2-person Principle

The need to know principle

Maintaining moral standards

Summary and Close

17:30

Gala Dinner

19:00

Day 4, Thursday, 11th October 2007

Money Laundering, Terrorist Financing & Compliance

New and emerging legislation and international regulations require the utmost vigilance and supervision for all organisations and to be reactively alert to the dangers of Money Laundering and terrorist Financing. Harsh penalties, black-listing and loss of reputation are the penalties awaiting those not adequately observant. Increasingly though, internet transactions, gambling and the exploitation of professional services have become the targets for organised crime. Good systems, effective controls, information sharing and a fluid communications structure are all becoming minimum requirements to combat these crimes.

International Legislation & Cross border Co-operation 09:00

World organisations - FATF/OECD/UN/IMF/World Bank

New legislation & New Standards

The Impact of Sanctions

US & EU Initiatives & Directives

Information and intelligence Sharing

Obtaining International Assistance - MLATs/MOUs

Communications Network

Proactive Investigations

Morning Coffee

10:45

Terrorist Financing 11:00

Identifying the nature and scale of terrorist financing

Assessing the structure of Cell networks from a Global perspective

Money transfers, remittance & corresponding Banking

Transaction Monitoring, governance & responsibilities

Lunch

12:45

The Money Laundering Process Explained 14:15

The role of the MLRO

Methodology and patterns

Day 5, Friday, 12th October 2007

Crisis Management & Action Plans

Despite the most rigorous fraud prevention measures being implemented, it is essential to MLRO to have an effective contingency programme. Appropriate planning, nominating officers, dividing responsibilities and effective notification, are all required to afford the greatest chance for complete recovery and remain fully compliant. The appointment of the Crisis Management Team is an essential instrument ensuring that the institution is properly prepared in effectively responding to the crisis and prepared for the complex requirements and procedures that immediately result.

Contingency Planning 09:00

Crisis management action plan

Crisis management team

Corporate response

Developing an Action Plan 10:00

Prevention of further loss

Secure assets

Manage Internal and external communication plans

Action Plan - Cont. 11:00

Secure Evidence

Solvency

Reputation - PR

Separate organisation and employee

Internal and external communication

Lunch 12:45

Notification 14:15

Directors

Regulators

Shareholders

Insurance

Police

Afternoon Tea 15:45

Recovery 16:00

Instructing lawyers

Litigation options

International co-operation

Summary and Close 17:30

Venue



Widely recognized as one of the world's finest business hotels, the Conrad Hong Kong is located in Pacific Place, the city's central business district, within easy access to all the major transportation networks, including the Mass Transit Railway, Star Ferry and bus and tram services.

All rooms and suites provide breathtaking views of Victoria Peak and Hong Kong Harbour and are equipped with high-speed internet access, CD players, dual-line telephones with international direct dial, electronic safes, bathrobes, satellite and cable television, etc.

The hotel houses a full service business centre, state-of-the-art health club, heated outdoor pool and spa. The business centre provides offices with computer work stations and high-speed internet access, portable computer rental, mobile phone rental, translation and full secretarial service.

The meeting facilities are amongst the region's best and the column-free 8,242 sq. feet (765 sq. metre) Grand Ballroom, where the IFCCCT symposium and training course will be taking place in October, is one of the largest in Hong Kong, catering for up to 1,000 people and featuring the latest audio-visual and technical facilities.



Advanced Financial Crime Prevention Training Course & Symposium

For those directly involved with AML and CFT, the challenge posed by ever more sophisticated and elaborate methods, coupled with the involvement of organised criminal groups, is compounded by the need to adapt internal practices and systems to comply with the raft of newly-enacted international legislation designed to combat financial crime. Add to this recent US and EU directives and initiatives, the need to remain in touch with developments is imperative. IFCCT's Advanced Financial Crime Prevention and Compliance Training Course and Symposium, which includes both new interactive delegate case studies and strategies for early detection of, and effective recovery from, criminal financial activity, is a fundamental necessity.

The Hong Kong Advanced Financial Crime Prevention and Compliance Training Course and Symposium will specifically address current threats and operational issues regularly encountered by organisations based in the Asia-Pacific Region. Delegates will receive intensive training from

leading international practitioners and experts carefully selected on the basis of their extensive local and international practical working experience. The course's dynamic and interactive format is designed to allow detailed and specific working problems to be addressed and delegates' questions to be effectively answered with the appropriate technical knowledge and advice.

The expertise delegates acquire on the course will significantly increase their and their organisations' abilities to anticipate organisational threats. Improved understanding of the strategic considerations, resulting in the improvement of internal systems, will help organisations to become more robust in resisting persistent external and internal threats, maintain their integrity and preserve their reputations.

Unparalleled Expertise IFCCT courses enjoy the close backing and endorsement of major international organisations and institutions, such as the United Nations, World Bank, OECD, Council of Europe, European Commission, FBI, FSA, Interpol and US Federal Reserve. IFCCT's hugely popular winning formula utilises the unparalleled expertise inherent in such organisations and combines it with that of their regional and domestic counterparts to provide a unique advanced learning and interactive experience.

IFCCT's systematic, intensive and comprehensive training programme is predicated on imparting a more comprehensive understanding of the main areas of organisational vulnerability. Designed to improve operational performance, provide practical solutions and significantly improve the internal prevention and detection systems as well as being internationally compliant, the course endorses the view that staff responsible for fraud and financial crime prevention should be dedicated experts.

Delegates completing the course will be trained to identify and implement an effective fraud prevention regime.

The course is certificated.

Who will benefit from participation?

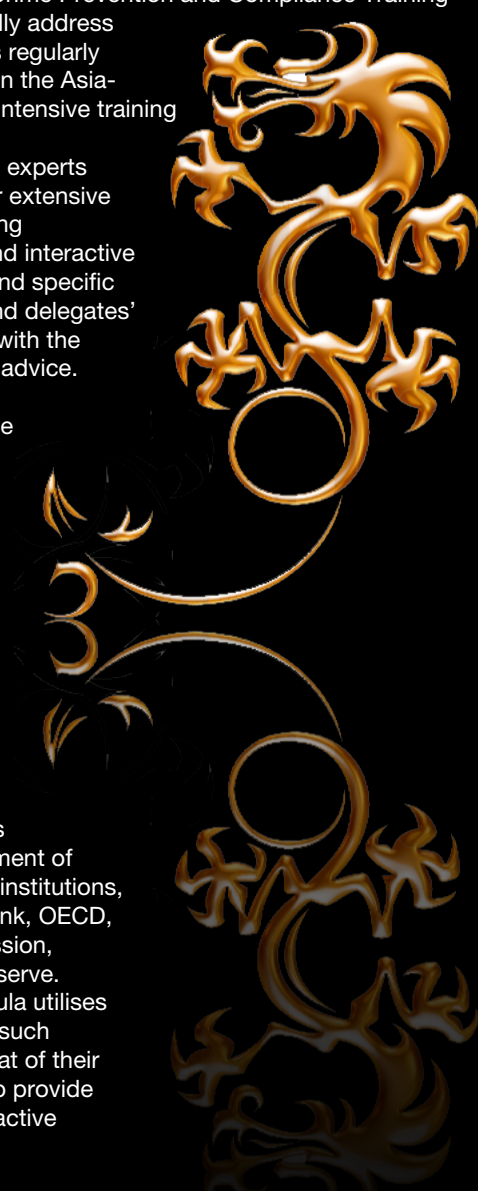
The IFCCT Advanced Financial Crime Prevention Training Course and Symposium has been created to address and counter the unprecedented challenge that the financial services sector faces from constantly evolving and ever more sophisticated forms of financial crime.

As sophisticated as the threats it sets out to neutralise, the IFCCT programme is the most advanced course of its type and therefore essential for:-

- Government Ministries
- Central Banks
- Regulatory Bodies
- Intergovernmental Organisations
- Banks and Financial Institutions
- Law Enforcement Agencies
- Multi-national Corporations
- Public Prosecutors
- Tax Authorities

In particular, it is of paramount importance to those working in:-

- Anti-Money Laundering
- Compliance/MLRO
- Risk Management
- Audit, External & Internal Control
- Corporate Security
- Finance & Operations Departments
- Financial Crime Department
- Information Technology Departments
- Supervision, Examination & Inspection Departments
- Investigation Units
- HR, Education & Training Departments
- Intergovernmental Organisations
- Government Ministries
- Central Banks
- Regulatory Bodies



IFCCT DELEGATE BOOKING FORM

COURSE INFORMATION

Hong Kong Advanced Financial Crime Prevention Training Course & Symposium for the Asia-Pacific Region, 8th-12th October 2007

LANGUAGES

English

Venue: The Conrad Hotel, Hong Kong

Dates: 8th – 12th October 2007

Fees	5 days	3 days
Non residential	£2,750	£1,950
<i>Includes course fees, all materials, lunches and social events</i>		
Multiple Booking Discount A 10% discount is applicable to organisations booking four or more delegates.		

ACCOMMODATION

IFCCT has negotiated special room rates with the Conrad Hong Kong and will be happy to pass on these savings to delegates wishing to stay at the hotel. Please ask your IFCCT representative for further details.

HOW TO BOOK



Complete your booking registration online at <http://ifcct.faircount.com>



Complete this form, photocopy and fax back to Training Dept. +44 (0)20 7117 3338



Speak to one of our senior representatives on +44 (0)20 7428 7000



Complete form and send with cheque or proof of telegraphic transfer to: Faircount Media Group, 5 Ella Mews, London NW3 2NH, UK. (If sending a cheque under separate cover, please make the names of delegates clear)



5 Ella Mews, London NW3 2NH, UK

t +44 (0)20 7428 7000

f +44 (0)20 7117 3338

e ifcct@faircount.co.uk

DETAILS OF ORGANISATION

1. PLEASE FILL OUT USING BLOCK CAPITALS

Full name

Job title/function

Company

Address

Telephone

Fax

E-mail

*** I confirm I am duly authorised to make this booking and have read and agreed to the organiser's terms and conditions on the following page**

Authorised signatory

Date

2. BOOKING DETAILS

Please denote the package and no. of delegates required below:-

<input type="checkbox"/> x 5 day residential	at £3,950 pp*	subtotal	<input type="text"/>
<input type="checkbox"/> x 5 day non residential	at £2,750 pp	subtotal	<input type="text"/>
<input type="checkbox"/> x 3 day residential	at £2,715 pp*	subtotal	<input type="text"/>
<input type="checkbox"/> x 3 day non residential	at £1,950 pp	subtotal	<input type="text"/>
<input type="checkbox"/> x 1 day non residential	at £ 895 pp	subtotal	<input type="text"/>
<input type="checkbox"/> Multiple booking discount (if applicable)		subtotal	<input type="text"/>

**includes all state and local taxes in effect at time of check in and service charges*

TOTAL GBP

3. DEPOSIT

A 10% deposit is required to secure booking. Please debit my credit card accordingly. 1.75% service charge will be added to Visa/Mastercard bookings. 3.35% will be applied for AMEX



Card no

3/4 digit security code

Expiry date

Name on card

Billing address

Signed

Date

4. BALANCE OF PAYMENT

Due within 14 days of booking. Please acknowledge here that an invoice should be raised to your company for payment by Cheque / Telegraphic

5. DELEGATE DETAILS

Please enter the names of all delegates below (if undetermined leave blank):-

Delegate 1

Position

Delegate 2

Position

Delegate 3

Position

Delegate 4

Position

***PLEASE ENCLOSE ADITONAL SHEET IF MORE THAN 4 DELEGATES**

IFCCT TERMS & CONDITIONS

1 Definitions and interpretations

Agreement	means any agreement between the Organiser and the Customer which incorporates these terms and conditions;
Booking	means a booking request to attend the Event made by the Customer and accepted by the Organiser;
Booking Form	means the booking form submitted by the Customer to the Organiser;
Customer	means any natural person, corporate or unincorporate body (whether or not having separate legal personality) who enters into an Agreement;
Event	means the Advanced Financial Crime Prevention Training Course for the Americas + the Caribbean to be held at the Ritz Carlton Hotel, Grand Cayman on 11 to 15 June 2007; and
Fee	means the total fee payable by the Customer to the Organiser as set out in the Booking Form.
Organiser	means Faircount Limited t/a Faircount Media Group and/or International Financial Crime Prevention & Compliance Training;

2 The Agreement

- 2.1 These conditions shall constitute the entire agreement between the Organiser and the Customer and shall prevail over any inconsistent terms or conditions contained or referred to in the Booking Form, confirmation, or acceptance of a Booking or implied by law, trade custom, practice or course of dealing.
- 2.2 The Customer acknowledges and agrees that in entering into this Agreement it does not do so on the basis of and does not rely on any undertaking, promise assurance, statement, representation, warranty or other provision (whether in writing or not) of any person.

3 Formation of Contract

- 3.1 This brochure represents an invitation to treat by the Organiser. No contract shall exist between the Customer and the Organiser until the Organiser has received and accepted the Customer's signed Booking Form and sent to the Customer confirmation in writing to the address, fax number or email address the Customer has given on the Booking Form.
- 3.2 Submission of the Booking Form by the Customer on line (<http://ifcct.faircount.com>), by fax (+44 (0)20 7117 3338), or by post Faircount Media Group, 5 Ella Mews, London NW3 2NH, UK), or a request for a Booking by telephone on (+44 (0)20 7428 7000) shall each constitute a formal offer by the Customer to enter into a legally binding contract with the Organiser based upon these conditions. The Organiser reserves the right not to accept the offer of a booking made by the Customer.

4 The Event

- 4.1 The Organiser shall organise the Event with reasonable skill and care.
- 4.2 The Organiser reserves the right to make any changes to the Event which are necessary to conform with any applicable statutory requirements or which do not materially affect the nature or quality of the Event.
- 4.3 The Organiser may correct any typographical or any other errors or omissions in any brochure, Booking Form or promotional literature, relating to the Event, without any liability to the Customer.
- 4.4 The Event shall include: in the case of a residential booking, accommodation on a half board basis (which shall include bed, breakfast and buffet lunch at the venue; and in the case of a non-residential booking, buffet lunch at the venue. In each case, course materials will be included.

5 Insurance

- 5.1 The Customer agrees that all attendees listed in its Booking shall have separate and adequate insurance cover to protect their property against the risk of injury or harm accruing to them as a result of attending the Event.

6 Price and payment

- 6.1 At the time that the Customer submits a Booking Form the Customer shall provide to the Organiser its debit or credit card details or, in the case of submission of a Booking Form by post only, the Customer may provide a cheque in the sum of the Fee, payable to "Faircount Media Group". The Fee and any other charges payable under these conditions shall be deducted (or in the case of a cheque, cashed) by the Organiser at the time the Organiser sends to the Customer confirmation of the Booking.
- 6.2 Failure to pay the Fee at the time the Organiser sends to the Customer confirmation of the Booking shall result in the cancellation of the Booking without any liability whatsoever to the Organiser.
- 6.3 The Fee and any other charges payable is exclusive of value added tax and any other applicable taxes, rates, governmental levies or duty.
- 6.4 All amounts shall be paid by the Customer in full without any deduction or withholding other than as required by law. The Customer shall not be entitled to assert any credit, set off or counterclaim against its liability to the Organiser.
- 6.5 Without prejudice to any other right or remedy that it may have, the Organiser reserves the right to charge interest on sums overdue on a daily basis (as well as before and after judgement) at a rate of 2% above the base rate of Barclays Bank plc from time to time in force, compounded quarterly and payable on demand and the Organiser may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7 Intellectual property rights

- 7.1 All rights, title and interest (including copyright and any other intellectual property rights) in this brochure and any promotional material produced and/or supplied by the Organiser in relation to the Event shall remain the property of the Organiser.

8 Limitation of liability

- 8.1 The Organiser shall use reasonable care and skill to organise the Event. However, the Organiser shall not supply the accommodation, transport, catering or any other facility offered at the Event and shall not accept responsibility for circumstances which fall outside of the direct control of the Organiser, its employees, servants or agents.
- 8.2 The Organiser gives no warranty about the Event as to its quality, suitability or otherwise, other than as set out in these terms and conditions. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 8.3 The Organiser shall have no responsibility for loss or damage to goods, luggage, personal property or personal effects.
- 8.4 Save in respect of death or personal injury caused by the Organiser's negligence or as expressly provided in these conditions, to the extent that the Organiser has any liability to the Customer the Organiser shall not be liable to the Customer by reason of any representation unless fraudulent or any implied warranty, condition or other term or any duty of common law for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Organiser, its servants or agents or otherwise) which arise out of or in connection with the Event (including any delay in providing or failure to provide the Event) and the entire liability of the Organiser under and in connection with the Agreement shall not exceed the Fee.

9 Data protection

- 9.1 The Customer acknowledges and agrees that details of its name, address and payment record may be submitted to a credit reference agency, and personal data shall be processed by the Organiser in connection with arranging the Event.
- 9.2 The Customer acknowledges and agrees that details of its name, address and contact details may be used by the Organiser to provide details of other events or marketing information. If the Customer does not wish to receive such information, it should notify the Organiser in writing.

10 Cancellation by the Customer

- 10.1 Any request for the cancellation of a Booking shall be made by the Customer in writing to the Organiser.
- 10.2 If the Customer cancels the booking or reduces the number of attendees no refund shall be payable by the Organiser to the Customer in respect of such cancellation and any Fee or part thereof which is unpaid by the Customer shall become immediately due and payable. If the Organiser has already sent to the Customer the tickets or admission documents, the Customer shall return such items to the Organiser immediately.

11 Force majeure

The Organiser shall not be liable to the Customer or be deemed to be in breach of these conditions by reason of any delay or the failure to perform its obligations and its obligations shall be suspended during the period and to the extent that it is prevented or hindered from complying with its obligations by any cause beyond its reasonable control, including, but not limited to, acts of God, fire, strikes, work stoppages, slow-downs, or other industrial disputes, accidents, riots or civil disturbances, acts of government, inclement weather, import or export regulations or embargoes, non-receipt in good time of necessary data, information or materials (if the Customer agreed to supply any such data, information or materials), delays by suppliers or material shortages.

12 Notice

- 12.1 Any notice or communication required to be given shall be in writing and shall be given by sending the same by first class prepaid letter or facsimile transmission addressed to the parties at their respective addresses and facsimile numbers set out on the Booking Form or such other address as may be notified from time to time by either party to the other in accordance with this condition 12.
- 12.2 Any notice so sent shall be deemed to have been given on the second day after post if it is sent by first class post, on the date of transmission in the case of a facsimile or on the date of delivery if it is delivered by hand.

13 Waiver and variation

- 13.1 A waiver of any right under these conditions is only effective if it is in writing and it applies only to the person to whom the waiver is addressed and the circumstances for which it is given.
- 13.2 No variation of these conditions shall be valid unless it is in writing and signed on behalf of the Organiser and the Customer.

14 Partial invalidity

- 14.1 If any condition proves to be legally invalid this shall not affect the validity of the remaining conditions which shall continue in full force and effect.
- 14.2 If any invalid, unenforceable or illegal condition would be valid, enforceable or legal if some part of it were deleted, that condition shall apply with whatever modification is necessary to make it valid, enforceable and legal.

15 Assignment

- 15.1 The Organiser may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

16 Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Organiser and the Customer hereby agree to submit to the exclusive jurisdiction of the English Courts.

17 Third Party Rights

This Agreement is made for the benefit of the Organiser and the Customer and (if applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.