

# UK Oracle User Group Limited Legal Notices

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## 1.0 Interpretation

1.1 In these Conditions:

1.1.1 Any reference to UKOUG is to UK Oracle User Group Limited of User Group House, 591-593 Kingston Road, Wimbledon, London, SW20 8SA (CRN: 2334102), VAT registration number: 529966096

1.1.2 Any reference to SIG is to Special Interest Group.

1.1.3 Any reference to exhibitor means the person, company or entity submitting a completed commercial booking form.

1.1.4 All prices quoted in this document exclude VAT which is payable in addition, at the prevailing rate.

1.2 The headings and punctuation in these Conditions are for convenience only and shall not affect their interpretation.

## 2.0 Liability

2.1 We accept liability for death or personal injury caused by our negligence or responsibility for fraudulent misrepresentations that cannot under English Law be excluded.

## 3.0 Terms and conditions of use

3.1 If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from this clause and the remaining Terms and Conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

3.2 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising herefrom shall be exclusively subject to the jurisdiction of the courts of England and Wales.

3.3 If any one clause or Term of these conditions of business is not legally effective, the remainder of them shall not be affected.

3.4 No variation in these Terms will be binding unless in writing and signed by an authorised officer of UK Oracle User Group.

3.5 UKOUG may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other documentation relating to the provision of the specified service without any liability to the Client.

3.6 UKOUG will retain the right to cancel any membership, or commercial engagement with third parties should it be deemed that continuing with the agreement will bring the UKOUG into disrepute. No refunds will be given.

3.7 UKOUG reserves the right to insert forms of words into collateral or to make separate statements that will disclose any specific matters of fact that would be of interest to the membership. For avoidance of doubt, this would include a statement - as an example - to indicate that legal processes were in hand between any two parties from which members may be considered as seeking to obtain product or services.

3.8 UKOUG will retain the right to cancel any commercial engagement with third parties should invoices remain unpaid for 30 days, unless agreed with an authorised officer of UK Oracle User Group. No refunds will be given.

## 4.0 Copyright and website

- 4.1 All rights reserved.  
Material on this site (including without limitation content, software, photographs, sounds, text, graphs, forms, graphics, ideas, reports, notes and articles) is subject to copyright, database and other intellectual property rights unless otherwise indicated. The material may be downloaded to file or printer for personal use only without requiring specific prior consent and no permission is required to establish hypertext links to this site.
- 4.2 You acknowledge that you do not acquire any ownership rights by downloading any copyright material. The consent to use and reproduce any material does not extend to altering or deleting any copyright or trademark notices or to using any material on this site that is identified as the copyright of a third party and authorisation to reproduce such material must be obtained from the copyright holders concerned. Any other proposed use of the material (including, without limitation, commercial exploitation, re-distribution or publication) is subject to the prior written consent of UKOUG.
- 4.3 You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from or in any way exploit any material on the site except as provided in the Terms and Conditions of use.
- 4.4 UKOUG accepts no responsibility for the content of any site to which a hypertext link from this site exists.
- 4.5 Use of the website
- 4.5.1 This clause sets out the Terms and Conditions that apply to use of this site by you (“the Terms”). For the purposes of these Terms, “we”, “us” or “ours” means UK Oracle User Group Limited; “you” or “yours” means the company that is a member of UK Oracle User Group Limited together with its employees, officers or directors about whom personal information is provided to UK Oracle User Group Limited or the visitor to or user of this site. You may print out and keep a copy of the Terms. The Terms are a legal agreement and may only be modified with our consent. We reserve the right to change the Terms and any such changes will be posted here; any such changes will take effect immediately upon posting, whether you have reviewed them or not. By using this site you are agreeing to the Terms; if you do not agree with any of these Terms you should cease using this site immediately and in severe cases cancel your membership.
- 4.5.2 We reserve the right to temporarily or permanently discontinue the site at any time.
- 4.5.3 We endeavour to ensure that the site is available for use 24 hours a day but accept no responsibility if the site is unavailable at any time or for any period.
- 4.5.4 If we make any software owned or operated by a third party available to you, you must use this software in accordance with the Terms and Conditions imposed by the third party.
- 4.5.5 Hypertext links to any third party websites are provided solely for your convenience but if you use these you do so at your own risk and will leave this site. We cannot review the third party websites and are not responsible for their content.
- 4.6 Accuracy of information and disclaimer
- 4.6.1 The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- 4.6.2 We do our best to ensure that all information and material on the site is accurate, if you find anything that is inaccurate let us know and we will correct it as soon as possible.
- 4.6.3 We make no representations that the information or material is accurate or up-to-date or complete and accept no liability for any loss or damage caused by inaccurate information or material. We do not

necessarily endorse nor are we responsible for the accuracy of or reliability of any opinion, advice or statement made on the site.

4.6.4 The information on the site is not intended to address your particular requirements.

4.6.5 Although we hope that the site will be of interest to users, we accept no liability and offer no warranties in relation to the material and contents to the fullest extent that law can exclude such liability.

4.6.6 If you see any material or information that breaches the following clause regarding postings on the site, you should notify us as soon as possible.

#### 4.7 Postings on the site

4.7.1 We encourage users of the site to contribute to the site by posting messages or information on forums and by posting reviews and comments on library items. Users should ensure that any views or information that you send to us or publish or post on any forum or library item (“posting”) on the site are:

1. Accurate; and
2. Not libellous, obscene, menacing, threatening, offensive, abusive, fraudulent, criminal, discriminatory, harassing, in breach of privacy or infringes the rights of other persons or is in any way illegal;
3. Not technically harmful (including, without limitation, containing any virus, corrupted data or malicious or harmful software);
4. Not unsolicited or unauthorised advertising or a form of promotional material;
5. In breach anyone else’s rights, such as copyright or database rights and if you are in any doubt you should provide a hypertext link

4.7.2 It is your responsibility to ensure that you comply with these provisions and you must indemnify us for any costs or losses or liability we suffer if you breach these provisions or any other provisions of the Terms.

4.7.3 We accept no responsibility or liability for the content of any postings irrespective of whether we have edited these or not. You acknowledge that you may be exposed to postings from users that you may find offensive and if you do so you should notify us as soon as possible.

4.7.4 You must not allow any unregistered user to make any postings.

4.7.5 You waive your moral rights to be identified as the author of any posting and we may at our discretion exclude, reject, modify or alter the posting (including cutting it to fit the site). If there are any restrictions on any posting you must notify us in advance.

4.7.6 Any posting received by us will be assumed to be for publication on the site and for use on a royalty free, perpetual basis.

#### 4.8 Passwords

Disclosing any passwords is strictly prohibited. If you are found to have disclosed a password your access to the site will be blocked and you risk having your membership revoked.

#### 4.9 Registered users:

4.9.1 If you register your details with us using our website registration process, we will send you your registered account details (including your password) on completion of the registration process.

4.9.2 You are responsible for maintaining the confidentiality of your password and account details, and are fully responsible for all activities that occur under your password or account (including where your account is used by another person), unless these activities arise due to our negligence or a breach of these terms by us.

4.9.3 Collection of this information is used purely by UKOUG as it allows us to further improve the user experience. This information will never be passed to a third party.

4.9.3.1 We only retain your credit card or billing account details to process the specific payment transaction for which you supplied them. On completion of the transaction, the details are securely disposed of.

4.9.3.2 We will not pass your Personal Information to anyone outside UKOUG.

4.9.4 We may use your Personal Information to contact you (including by phone, and email) about new events, services, products and special offers. If you do not wish to receive this information you may choose not to do so by opting out via your online profile page or by contacting the UKOUG office. If you initially wish to receive such material but you change your mind later, you may tell us by editing your online profile, or sending us an email to: [info@ukoug.org](mailto:info@ukoug.org)

#### 4.10 Our liability

4.10.1 We provide limited use of the site on the basis that we have no liability for the use of the site or the information or material therein. In no event shall we be liable to you for any direct or indirect or consequential loss, loss of profit, revenue or goodwill arising from your use of the site or the information or material. Subject as provided in the Terms, all terms implied by law are excluded.

4.10.2 We shall have no liability for loss or damage or liability or need for repair or servicing caused by any error or virus or hostile software that may affect or infect your computer or software as a result of your use of the site.

4.10.3 All prices quoted on this site exclude value added tax (VAT) which is payable in addition at the prevailing rate.

### 5.0 Privacy policy

5.1 UK Oracle User Group Limited is committed to ensuring that your privacy is protected and this policy sets out how we intend to collect and use any personal information on this site. By joining as a member or using this site you are agreeing to the Terms of this policy and consenting to the processing of personal data as described in this policy; if you do not agree with any of these Terms you should cancel your membership and cease using this site immediately.

5.2 For the purposes of this policy “we”, “us” or “ours” means UK Oracle User Group Limited; “you” or “yours” means the company that is a member of UK Oracle User Group Limited together with its employees, officers or directors about whom personal information is provided to UK Oracle User Group Limited or the visitor to or user of this site. You are not required to provide information to us, however, if you do not then you may not be able to make use of all the benefits of membership or visit all sections of the site. Please tell us as soon as possible if any of your personal information is incorrect. “Personal information” as used in this policy means information relating to an individual such as name, job title, employer, professional interests, size of employer’s business and contact details.

5.3 All personal information provided by you we will keep confidential, except that we may use personal information for any of the following purposes:

1. Our subscription registration, event lists, administration, general correspondence, support, invoicing and processing of the site including personalising the site for your use;
2. Contacting you to advise you of meetings, to notify you of new features or to resolve any requests or queries you or we may have regarding UKOUG and its activities or to register your use of the site;
3. Profiling you and the users of the site (by employer, industry sector, professional interests and geography);
4. Contacting you to notify you of other services or products that might be of interest to you (although you can elect not to receive any of these at any time by updating your online profile or contacting us as set out on each email); and

5. Subscribing you to our newsletters, email alerts, online surveys or publications (although you can unsubscribe from these at any time by updating your online profile or contacting us as set out on each email

5.4 We will not sell any of your personal information to any third party.

5.5 Delegate lists: Any delegate list is provided for information only. Under the terms of the Data Protection Act, UKOUG members have not given consent for their details to be used for marketing, sales or recruitment purposes. Any UKOUG member found to be using the list for such purposes will be immediately excluded from membership.

## **6.0 Terms for UKOUG membership**

6.1 The following information explains the Terms and Conditions of full UKOUG membership.

By completing a membership application form you/the organisation, are/is agreeing to become a member of UKOUG for one/two years and to the following Terms and Conditions and also to the other Terms (including privacy) posted on this site. If you do not wish to become a member or agree to such Terms then you should not complete the application form. We reserve the right to refuse your application for membership without giving any reason. In such circumstances, we will notify you that the membership application has been refused. Refunds will be made using the same method as used to pay. It is your responsibility to advise us of any change of your email or postal address or telephone number and, if you fail to do so and we are unable to contact you, you will not receive any refund.

6.2 UK Oracle User Group Limited is an independent company limited by guarantee and is registered in England under registration number 2334102. Once the application to become a member has been approved by us, you will become a member of that company entitling you to receive the benefits of membership posted in this site and the additional right to receive notice of, attend and vote at general meetings of the company.

6.3 We are not required or entitled to issue share certificates in the company and your only legal liability in relation to the company limited by guarantee while you remain a member, is to pay to us the maximum sum of £1 in the event of the company becoming wound up. This amount is separate from your annual membership subscription fees, which are set by us each year. If you fail to pay your annual subscription fees, you will cease to be a member and cease to enjoy the benefits of membership.

6.4 Annual membership subscription fees apply from the moment you apply for membership for the following 12 months (and can be paid in a number of ways). We will remind you in advance when payment is due. All subscription fees must be paid in full by the membership expiry date in order for you/colleagues to continue to enjoy the benefits of membership.

6.5 You may cancel your membership at any time by notifying us in writing by email or calling. Once you have applied and paid for your membership you will not be entitled to a refund for that year's subscription for any reason.

6.6 On completing the membership form the organisation has nominated a main contact who will be one individual employed by the organisation to whom we shall address all notices or correspondence (such as subscription renewals and invoices) and who will be authorised to nominate sub-users, (dependent on membership grade) being other individuals employed by the organisation to have full member access to the site. The main contact may nominate an alternative main contact or amend sub-users at any time by notifying us or updating their MYUKOUG area online. It is their responsibility to advise us of any change of contact details for any main contact and all sub-users. If any sub-user ceases to be employed by the organisation they or the main contact must notify us. If the main contact ceases to be employed by the organisation we must be notified by that organisation in writing with details of the new nomination.

6.7 As a main contact has responsibility for managing the membership, they are unable to completely unsubscribe from all UKOUG communications.

- 6.8 All member contacts (sub-users) who have opted in to hear from us will receive email communications during the year to update their online profiles.
- 6.9 If the main contact or any sub-user, fails to comply with any of the Terms and Conditions relating to membership or the other Terms posted on this site, we reserve the right to revoke the membership with immediate effect by notifying the main contact in writing. There will be no entitlement to a refund for that year's subscription.
- 6.10 By selecting a membership type on the application form the member agrees to be bound by the terms of the products, services and entitlements of that membership category contained herein. UKOUG reserves the right to change the membership entitlement with prior notification to members.
- 6.11 Membership entitlement - please view [www.ukoug.org/membership](http://www.ukoug.org/membership) for details.
- 6.12 You can upgrade your membership package at any time by emailing [info@ukoug.org](mailto:info@ukoug.org)
- 6.13 You can downgrade your membership at the point at which your membership is due for renewal.
- 6.14 Overseas members of UKOUG are entitled to the same membership benefits as members based in the UK and Ireland.
- 6.15 Membership of any other Oracle-related user group, whether in the UK or abroad, does not entitle you to UKOUG membership benefits.
- 6.16 In addition to the annual subscription price, upon joining and becoming a member of UKOUG, you will pay a one-off administration fee of £100 (£50 for Bronze membership). The administration fee covers the processing of the membership application form, set-up of the membership, online account and associated expenses. The administration fee will be charged regardless of whether a membership is paid or not after the initial subscription. Should you cease being a member of UKOUG and decide to reinstate in the future, you will be required to pay a £50 restart fee. The administration fee or reinstatement fee is non-refundable.
- 6.17 Unpaid membership fees: Invoices are payable strictly by return. UKOUG is entitled to charge interest on any unpaid amount, without limiting any other rights, at 4% per year over Barclays Bank PLC base rate for the period between the due date and payment.
- 6.18 To take advantage of the various member discounts on products and services, your membership subscription must be paid in full.

6.18.1 Discount on Oracle University approved training centres; see UKOUG website for those applicable.

6.18.1.1 Members of UKOUG are able to receive discount on OU training in the UK through agreed partners. All bookings must be made through the UKOUG website.

6.18.1.2 In order for the discount to apply, the membership must be current and fully paid.

6.18.1.3 Cancellation Policy: please see training companies T&C's

6.19 Any changes to the Terms and Conditions of membership will be posted on this site.

## **7.0 Guidelines for logo use**

7.1 Any UKOUG logos or branding which appear in non UKOUG marketing materials or on websites must have the consent of UKOUG and abide by the UKOUG brand guidelines.

7.2 Only fully paid UKOUG Partner members are able to use the UK Oracle User Group Partner logo on their marketing materials and their websites. UK Oracle User Group retains the right to remove the use of this logo

from any Partner who is deemed to be using the logo in an inappropriate manner. It is strictly prohibited to use the UK Oracle User Group Partner logo in any way that could be construed as endorsing a person, product or organisation. Any Partner member found to be in breach of these Terms would have their rights withdrawn and their membership terminated with no refund offered.

## 8.0 Exhibiting/Sponsoring at UKOUG events

8.1 The following information explains the Terms and Conditions of booking, paying, exhibiting and sponsoring at UKOUG events/conferences. By completing a booking form you agree to the following Terms and Conditions and to the other Terms (including privacy) posted in this document. If you do not wish to agree then you should not complete the booking form.

### 8.2 Booking and allocation

8.2.1 The Special Interest Group, Event or Conference sponsorship or exhibition space will not be held until receipt of a completed booking form with a purchase order (PO). UKOUG reserves the right to re-allocate the space to another exhibitor before this time. The exact on site location of the Special Interest Group or Special Event (excluding Conferences) sponsorship or exhibition space will be confirmed by UKOUG on the morning of the event and will be allocated on a first come first serve basis.

8.2.2 Conference sponsorship or exhibition space will only be held for a maximum of five working days prior to the receipt of a completed booking form with a purchase order. If the completed booking form with a PO is not returned to UKOUG after five working days the space and/or opportunity will be released. After this time UKOUG reserves the right to re-allocate the space to another exhibitor. The exact on site location of the sponsorship or exhibition space may be selected by the exhibitor and will be confirmed by UKOUG. Floor plans may be provided prior to the event.

8.2.2.1 Conference sponsorship or exhibition space will only be held for a maximum 30 days after it has been invoiced unless extended credit terms have been agreed. To retain the booking, payment terms are 30 days from invoice date and fees must be paid in full prior to the event. If payment is not received on receipt, the booking will be treated as null and void and cancellation charges will be incurred as per section 9.8.1 and subject to UK Oracle User Group's discretion. In consequence space will be released and re-sold.

8.2.3 Once booked, your space at any event may be cancelled. Please be advised that cancellation charges will apply. Please refer to point 8.2.6 for cancellation fees and dates relating to Special Interest Groups.

8.2.4 If your sponsorship package includes a guaranteed presentation slot at one of our events, the committee have the right to place it on the agenda where they see fit. Abstracts must be submitted by the required deadlines and the committee have the right to request changes.

8.2.5 UKOUG membership: All exhibiting companies at UKOUG conferences must have paid their commercial membership fees in full before exhibiting. Refer to [Partner Presentation Guidelines](#) for clarification.

8.2.6 In the event that your organisation wishes to cancel Special Interest Group or Event sponsorship or exhibition space after a completed booking form has been received the following fees will apply:

1. Sixteen weeks or more prior to the event - 25%
2. Between sixteen and twelve weeks prior to the event - 50%
3. Less than twelve weeks prior to the event - 100%

Note that non members will be charged a £300 admin fee on bookings.

8.2.7 UKOUG reserves the right to alter the event agenda and/or venue and/or date without prior notice. All agenda times are for guidance only. If the event is moved to another date or venue or the event is



significantly changed, you will be notified by UKOUG and your booking will remain valid should you still wish to attend.

- 8.2.8 If UKOUG cancels a Special Interest Group meeting, Event or Conference; you will be offered an alternative sponsorship item for the equivalent value. No refunds are offered.
- 8.3 Force majeure: UKOUG shall bear no liability to advertisers/sponsors for any failure or delay to the event if that failure or delay is the result of circumstances beyond UKOUG's control.
- 8.4 Confidentiality: All information provided before, during and after the event is strictly confidential and not for public use. This does not apply to information already in the public domain.
- 8.5 Collateral distributed at Events: UKOUG must receive any materials two weeks before the event (unless stated otherwise on any post purchase confirmation documentation). All written material supplied by you for distribution at any event must be approved by UKOUG prior to the event.
- 8.6 Logos: A jpeg or gif and an EPS file of your logo must be provided to UKOUG as soon as any booking is confirmed. UKOUG cannot be held responsible for any changes made to your branding unless the change is communicated at least one month prior to the event. Changes communicated to us after this risk the original logo supplied being used.
- 8.7 Additional benefits
  - 8.7.1 UKOUG offers places at these exhibitions for two staff per SIG/ Event sponsorship or exhibition space booked. The name of these attendees must be communicated to the UKOUG events team no later than two weeks prior to the event.
  - 8.7.2 UKOUG will provide exhibitors with a table and two chairs. Any exhibitor wishing to use internet access for SIG/ Event/ Conference sponsorship/exhibition purposes will need to liaise directly with the venue. UKOUG does not provide any extension leads or additional power supplies.
  - 8.7.3 UKOUG provides delegate lists to sponsors after a SIG/ Event/Conference sponsorship space has been fulfilled. Delegate lists will comprise of delegate name and company only.
- 8.8 Security: Delegate badges must be worn at all times during the event. Items of value such as laptops are your responsibility. UKOUG does not accept responsibility for any property damaged, lost or stolen.
- 8.9 Undesirable activities
  - 8.9.1 Exhibitors are prohibited from marketing their products or services away from their allocated exhibition space. If anyone is engaged in activities that are deemed to be contrary to the best interests of the event, attendees or UKOUG, the exhibitor may be refused the right to participate further in the event. Leafleting in any other area of the event is prohibited. Any materials found will be disposed of.
  - 8.9.2 The rights of admission to any event is jointly reserved by us and the host for any event; health and safety, environmental and security concerns will be taken into account and reasonable conditions may be imposed upon your admittance, which if you are unwilling to accept will mean that you will not be admitted to the event and in such circumstances no refund will be given.
  - 8.9.3 Exhibition stands must not be used for any pro-active recruitment.
  - 8.9.4 Apart from assistance dogs, no pets or animals are allowed in the exhibition hall area during build and breakdown or during the exhibition.
  - 8.9.5 No persons under the age of 16 are permitted inside the exhibition hall areas during build and breakdown.

- 8.9.6 Any company whose sole business is based purely on recruitment will not be allowed at SIGs. For Events and conferences the allowance to exhibit will be on the basis of agreement to abide by the T&Cs, that they do not actively recruit during these events and fully understand the implications if they are found to be in breach of the rules.
- 8.9.7 Any exhibitor / company representative who receives an unsolicited request for employment from a member should declare the name(s) of said party to UKOUG. This information will be held in confidence and only used by both UKOUG and the exhibitor to defend a case of poaching.
- 8.9.8 The employee's agents and representatives of any exhibitor found to be infringing on these conditions will be asked immediately to leave the venue and no compensation will be offered.

## **9.0 Stand bookings at UKOUG Conferences**

- 9.1 You will be notified of the appointed stand contractors for UK Oracle User Group Conferences.
- 9.2 Any company whose sole business is based purely on recruitment will not be allowed to exhibit. Any company where recruitment forms part of their business will be reviewed on a case by case basis. An exhibition stand will be allowed on the basis that they agree to abide by the T&Cs and do not actively recruit during UKOUG events, and that they fully understand the implications if they are found to be in breach of the rules.
- 9.3 Allocation of space:
  - 9.3.1 Every reasonable effort shall be made to allocate stand space to the exhibitor that has been requested on the completed booking form. However, to facilitate an effective layout of the exhibition, UK Oracle User Group has the right in its sole discretion to reallocate stand space at any time. The reallocated space will be of no less gross floor area than that requested on the completed booking form.
  - 9.3.2 Due to the customised layout of the exhibition, UKOUG cannot agree how or where space will be allocated to other exhibitors and to whom.
  - 9.3.3 UKOUG reserves the right in its sole discretion without being required to give notice to the exhibitor to alter the content and/or layout of the exhibition, the position of any stand and the provision and location of any facilities.
- 9.4 Assignment: Unless specifically authorised by UKOUG the exhibitor shall not be entitled to sublet or share the whole or any part of the space allocated to the exhibitor with anyone else. This condition shall not apply to any company that is a subsidiary company or a holding company of the exhibitor or is a subsidiary of that holding company.
- 9.5 Contract: Acknowledgement by UKOUG of a completed exhibition space booking form shall constitute a contract between the exhibitor and UKOUG to which these Terms and Conditions apply. Prior to acknowledging a completed exhibition space booking form, UKOUG reserves the right without giving reasons to decline any booking.
- 9.6 Legal jurisdiction: This agreement shall be governed by, and the parties hereby submit to, the jurisdiction of the Courts of England & Wales.
- 9.7 UKOUG membership: All exhibiting companies at UKOUG conferences must have paid their membership fees in full before exhibiting or be subject to paying an additional £300 non member admin fee.
- 9.8 Cancellation of booking
  - 9.8.1 In the event that an exhibitor either wishes to cancel this booking after the submission to UK Oracle User Group of a completed booking or requests a reduction in the size of the stand space then UK Oracle User

Group reserves, the right to make the following charges by way of compensation to UK Oracle User Group for the loss of revenue. Date of receipt of notice of cancellation - Cancellation Charges are as follows:

1. From date of contract to 244 days before the event: 30% of the total cost
2. 243 – 122 days before the event: 60% of the total cost
3. 121 days or less before the event: 100% of the total cost.

9.8.2 Such charges are subject to VAT and are payable in full on presentation of UK Oracle User Group's invoice. Any exhibitor company that does not attend to fill or use their booked space shall still be liable to pay the full charges for that space.

9.8.3 In the circumstances where the exhibitor requests a reduction in size of their stand they are still contractually bound to the original space until it has been re-sold.

## 9.9 Payment terms

9.9.1 On receipt of the exhibition space booking form an invoice will be issued by UK Oracle User Group for the total cost of the stand space plus VAT.

9.9.2 To retain the booking, payment terms are 30 days from invoice date and fees must be paid in full prior to the event. If payment is not received on receipt, the booking will be treated as null and void and cancellation charges will be incurred as per section 9.8.1 and subject to UK Oracle User Group's discretion. In consequence space will be released and re-sold.

9.10 Interest for late payment: If any money due to UKOUG shall remain unpaid after the due date then UKOUG reserves the right to charge interest on the unpaid amount at 4% per year over Barclays Bank PLC base rate from time to time in force for the period from the due date and until payment (both before and after any judgment).

## 9.11 Canvassing of delegates

9.11.1 Canvassing of delegates and other attendees at the event may only be undertaken from the exhibitor's stand, unless by prior arrangement this is undertaken by staff or agents of UKOUG.

9.11.2 UKOUG events must not be used for any proactive recruitment, unless specifically stated by UKOUG that is the purpose of the event.

9.11.3 Any exhibitor/company representative who receives an unsolicited request for employment should declare the name(s) of those seeking employment to UKOUG. This information will be held in confidence and only used by both UKOUG and the exhibitor to defend a case of poaching.

9.11.4 The employee's agents and representatives of any exhibitor found to be infringing on these conditions will be asked immediately to leave the venue and no compensation will be offered.

## 9.12 Stand space and exhibits

9.12.1 UKOUG may restrict the amount of stands booked to any single company.

9.12.2 The exhibitor must occupy the space allocated by show opening time on the first day of the exhibition. In the event the exhibitor fails to do so by 09:00 they shall be deemed to have cancelled their stand space booking and the organiser shall be entitled to re-sell or re-allocate such stand space. In such cases full cancellation charges will apply.

9.12.3 All exhibition stands must be manned one hour before the opening of the show in order to comply with fire and safety exhibition authorisation.

- 9.12.4 The exhibitor shall only be entitled to use the official stand contractors appointed by UKOUG unless with the prior written approval and agreement of UKOUG and on the completion of the risk assessment and method statement forms.
- 9.12.5 Full details and floor plans of specially built stands or displays, other than those provided and constructed by the organiser and their contractors, must be submitted by the exhibitor to the organiser before construction is ordered, in conjunction with the stand building rules and regulations.
- 9.13 The venue
- 9.13.1 The full rules and regulations of the venues must be observed and performed by all exhibitors, their staff representatives and contractors at all times. A copy of these is available on request.
- 9.13.2 The exhibitor agrees to indemnify UK Oracle User Group from the consequences of any breach or non-compliance with these rules and regulations by either the exhibitor its staff representatives and contractors.
- 9.14 Undesirable activities
- 9.14.1 If it appears to UKOUG that the exhibitor may be engaged in activities which are deemed to be contrary to the best interests of the exhibition, UKOUG may refuse the exhibitor the right to participate further in the exhibition.
- 9.14.2 No alcohol or food items may be sold or given away from any stand without prior written consent from UKOUG.
- 9.14.3 All advertising and displays must be decent, honest and truthful and comply with all current advertising codes and standards.
- 9.15 Please note that no advertising material may be distributed in public areas of the exhibition or venue. Such material may only be distributed by the exhibitor from their allocated space. Any employee agent or representatives of any exhibitor found to be infringing this condition will be required immediately to leave the venue and any materials found will be disposed of.
- 9.16 UKOUG reserves the right to exclude or remove from the venue any person who causes any nuisance or annoyance to UKOUG, the providers of the venue and any of its facilities or any other exhibitor delegate or attendee.
- 9.17 Exhibitor's representatives
- 9.17.1 The exhibitor must supply to UKOUG the name, contact telephone number and mobile number of at least one person to be its representative in connection with the installation, operation and removal of its exhibits.
- 9.17.2 The exhibitor will be required to provide UKOUG 21 days before the event, with details of all personnel who will be present on the stand and the day(s) on which each person is likely to be in attendance.
- 9.18 Health and Safety: UKOUG, the providers of the venue all exhibitors and contractors have various duties under the Health and Safety at Work Act 1974, the licensing authorities licensing conditions and its own safe working procedures to ensure, so far as is reasonably practicable, that work carried out at the venue is done with proper regard to safety. Exhibitors and their contractors must comply with all proper requirements made of them.
- 9.19 Disability Act: Exhibitors are to ensure all stands and displays comply with legislation under the Disability Discrimination Act 2005.
- 9.20 Insurance

- 9.20.1 We advise that exhibitors must have public liability insurance providing a minimum limit of indemnity of £2,000,000 in respect any one claim arising from any incident at the venue, including any incident arising during the build-up and breakdown times. UKOUG reserves the right to have written particulars of such cover prior to the exhibitor being allowed access to the venue.
- 9.20.2 The exhibitor must affect all other prudent insurances for such sums and risks, as the exhibitor deems necessary after taking the advice of a broker.
- 9.20.3 The exhibitor must insure the shell stand hired in respect of damage caused to it during the period of hire and any liability to others arising from its erection and use.
- 9.20.4 Whilst we take every precaution to protect your property during the event, we are not responsible for any loss or damage. We recommend that you take insurance cover. You are responsible for insuring against legal liability incurred in respect of bodily injury to third parties or damage to property belonging to third parties. In addition to this, you should protect your expenditure against cancellation and abandonment or curtailment of the event due to reasons beyond our control.
- 9.20.5 The Financial Conduct Authority regulations do not permit us to advise you on any insurance matter. However we wish to draw your attention to insurance for exhibitors offered by Hiscox Event Insurance. They are contactable at: +44 (0)845 213 8448. You are under no obligation to purchase such insurance from Hiscox Event Insurance and may therefore choose to seek insurance from other providers. You can find quotes for insuring with Hiscox on their website. If you wish to learn more, please visit [www.hiscox.co.uk/events](http://www.hiscox.co.uk/events) for details of the full range of insurance products they offer.
- 9.20.6 If the exhibitor already has insurance cover, which meets the requirements for UKOUG's exhibition, inclusive of cancellation cover, evidence of this existing insurance must be provided to UK Oracle User Group, together with the exhibition space booking form. In accepting any such cover, UKOUG is not deemed to have expressed any opinion or representation as to its adequacy.

## 9.21 Liability

- 9.21.1 Neither party shall be liable to the other for any failure to perform any of its obligations hereunder if and to the extent that such failure is wholly or directly caused by an act of God, refusal of licence or other government act, fire, explosion or industrial dispute or any other reason beyond a reasonable control of such party.
- 9.21.2 The total liability of UKOUG to the exhibitor for any direct loss or damage for something UKOUG or anyone who works for UKOUG does or does not do under this agreement will be limited in the event of any one incident or series of related incidents to the amount of the charges.
- 9.21.3 In no event shall UKOUG be liable to the exhibitor for any indirect special incidental or consequential losses including claims of third parties loss of profits revenue or goodwill suffered by the exhibitor or any third party however caused.
- 9.21.4 Nothing in this clause shall operate to remove or limit UKOUG's liability for death or personal injury caused by UKOUG or anyone who works for UKOUG.

## 9.22 Termination by UKOUG

- 9.22.1 UKOUG will have the right to terminate this booking on written notice to the exhibitor in the event that the exhibitor enters into liquidation (except for the purpose of amalgamation or reconstruction) or receivership or administration or ceases to carry on its business or makes any arrangements with its creditors or fails to remedy a material breach of a term of this agreement within 14 days of UKOUG having given written notice to the exhibitor requiring it to be remedied.

9.22.2 On expiry or termination of this agreement all rights and licences given shall revert forthwith to the UKOUG.

9.22.3 In the event of cancellation in accordance with the provisions of this clause then UKOUG shall be entitled to retain as compensation any booking charges already paid unless UKOUG is able to re let the space when the booking charges already paid will be refunded less the proper costs incurred by UKOUG in effecting the new booking and any loss of revenue arising from that new booking.

#### 9.23 Entire agreement

9.23.1 The exhibition booking form and these Terms and Conditions contain the entire understanding between the parties and may not be altered orally.

9.23.2 No representation or warranty is given or made by UKOUG as to the success of the likely attendance at and the prospective business or otherwise to arise from the exhibition.

#### 9.24 Miscellaneous

9.24.1 Any time or concession UKOUG gives the exhibitor does not affect UKOUG rights under this agreement.

9.24.2 Nothing in this agreement confers any rights upon any third party under the contracts (Rights of Third Parties) Act 1999.

9.24.3 Headings are for ease of reference and shall not be taken into account when interpreting the meaning of the subject matter of that clause.

For stand building rules and regulations please contact [info@ukoug.org](mailto:info@ukoug.org)

#### 9.25 No exclusive rights

9.25.1 UKOUG does not have to seek your prior agreement to the identity of the other exhibitors or the sponsors or to the content format colour schemes and layout of any of the stands at the venue, the literature and promotional materials and props to be used at the venue, the facilities to be provided at the venue, the agenda content and conduct of the exhibition and the identity of any presenters and speakers.

9.25.2 UKOUG reserves the right as it determines to offer other marketing and promotional opportunities for the exhibition to others.

## 10.0 Advertising terms and conditions

### 10.1 General

10.1.1 These Terms and Conditions shall apply to all orders for advertisements which are placed with UKOUG and accepted by UKOUG for insertion in the publication Oracle Scene, electronic newsletters, emails or on the UKOUG website. No other Terms and Conditions shall be binding upon UKOUG.

10.1.2 All references to the advertiser are to the company or entity that submits to UKOUG a completed and signed advertisement confirmation form.

10.1.3 An advertiser who is an advertising agency shall be deemed to contract as a principal and will accordingly be responsible for the advertising charges.

10.1.4 UKOUG will send all billing and notices to the address and/or email stated on the advertisement confirmation booking form or to the advertiser's last known address.

- 10.2 All advertising material is subject to approval by UKOUG. UKOUG reserves the right in its absolute discretion and without being obliged to assign any reason to reject or omit any advertising submissions which UKOUG deems undesirable or unsuitable for any reason or contrary to the policies of UKOUG. In such event the order may be cancelled by UKOUG in whole or in part without any responsibility or liability on the part of UKOUG other than to repay any charges already paid for that particular insertion or display.
- 10.3 If the advertiser fails to deliver the advertisement material in the format required to proceed to print or display by the deadline date then the advertiser shall remain liable to pay in full the charges for the advertisement whether or not any advertisement is printed or displayed.
- 10.4 The advertiser warrants and agrees that:
- 10.4.1 It will be responsible for obtaining and paying for all necessary licences and consents for the display of any advertising or copyright trade or service marked material photograph slogan design or appearance of any person in any advertisement
  - 10.4.2 No advertisement will be in breach of the copyright or other rights or be defamatory of any third party
  - 10.4.3 It will be responsible for ensuring that all advertising material complies with legislation and statutory and voluntary codes of practice
  - 10.4.4 It will honour any financial promotions offered
  - 10.4.5 It will be responsible to check the size, wording, illustration, typography other contents artwork layout colours and proofs of any advertisements and within any period required by UKOUG
  - 10.4.6 It will indemnify and keep indemnified UKOUG against all claims, demands, proceedings, damages, costs, charges and expenses arising from any breach of the above warranties or in any other way arising out of the exhibition or display of the advertisements or anything done as a result thereof
- 10.5 Excluding advertisement bookings for the magazine covers on the publication "Oracle Scene" or where UKOUG has agreed an advertisement or display will be inserted in a particular position or location, the positioning and location of the advertising is at UKOUG's sole discretion. UKOUG will attempt to store advertising materials submitted for three months, after which time they will be destroyed unless otherwise instructed in writing by the advertiser or its agency.
- 10.6 So as to maintain the integrity and balance of UKOUG own website content UKOUG reserves in its discretion the right to limit the amount of space and number of advertisements displayed by the advertiser on UKOUG website at any one time and over any period of time.
- 10.7 Oracle Scene
- 10.7.1 The views stated in Oracle Scene are the views of the author and not those of UKOUG. We do not make any warranty for the accuracy of any published information and UKOUG will accept no responsibility or liability regarding the use of such information.
  - 10.7.2 All articles are published on the understanding that copyright remains with the individual authors. UKOUG reserves the right, however to reproduce any article, in whole or in part, on the UKOUG website and/or in any other user group publication.
  - 10.7.3 The reproduction of this publication by any third party, in whole or in part, is strictly prohibited without the express written consent of UKOUG.
  - 10.7.4 Oracle Scene bookings: Any advertisement booking is not deemed accepted by UKOUG until it is in receipt of a properly completed and signed advertisement confirmation booking form.

#### 10.7.5 Oracle Scene payments and cancellations

- 10.7.5.1 All advertising placements and insertion orders are subject to the requirements set forth in the production schedule, advertising rates and these Terms and Conditions. These may be amended or replaced from time to time. Advertising rates are subject to change (prior to UKOUG confirming to the client acceptance of the booking) upon notice from UKOUG
- 10.7.5.2 Invoices will be produced by UKOUG upon receipt of a completed advertisement confirmation form for both a single or a block booking. Payment must be received by UKOUG within 30 days of the issue date of the invoice.
- 10.7.5.3 If payment is not made when due, UKOUG reserves the right to withdraw any discount or suspend or withdraw the advertisement or suspend or withdraw any other services agreed by UKOUG to be provided to the advertiser by UKOUG and or to charge interest for late payment at 4% over Barclays Bank Plc base rate in force from time to time for the period from the due date and until payment is received.
- 10.7.5.4 Cancellations of any advertising placement or insertion order must be received in writing by UKOUG no later than eight weeks prior to the artwork deadline for the relevant issue. Cancellations received after this date will incur 100% cancellation charges.

#### 10.7.6 Oracle Scene liability

- 10.7.6.1 UKOUG is only liable to the advertiser as set out in these Terms and Conditions. No other liability is accepted.
- 10.7.6.2 UKOUG will not be liable to the advertiser if it cannot display the advertisement because of something beyond its reasonable control.
- 10.7.6.3 UKOUG does not accept responsibility or liability to check the size, wording, illustration, typography, other contents, artwork, layout, colours or proofs of any advertisements.
- 10.7.6.4 UKOUG does not accept any liability for any loss of business, loss of income, loss of profits, or for any indirect or consequential loss.
- 10.7.6.5 All other liability for anything UKOUG does or that anyone who works for UKOUG does shall be limited in respect of any one incident or series of connected incidents to an amount equal to two times the sum payable for the advertisement display or block bookings.
- 10.7.6.6 No warranty or representation is made or given as to the number of sales of the publication 'Oracle Scene'. Any figures given are guides only based on past experience.

#### 10.7.7 Oracle Scene termination of advertiser's contract

- 10.7.7.1 UKOUG may terminate this agreement by written notice to the advertiser if any of the following happen: (a) The advertiser breaks an important condition of this agreement (this includes failing to make any payment within the 30 day period) or a number of less important conditions; or (b) The advertiser ceases trading for any reason
- 10.7.7.2 If this agreement is ended the advertiser must still pay all charges that it owes to UKOUG.
- 10.7.7.3 UKOUG will send all billing and notices to the address and/or email stated on the advertisement confirmation booking form or to the advertiser's last known address.

#### 10.8 Web banner bookings



- 10.8.1 Web banners will appear on UKOUG's homepage and calendar of events page. Other pages are at UKOUG's discretion. Web banners must be supplied as animated Gif or SWF files. UKOUG will not be responsible for re-editing of banners supplied in the incorrect format.
- 10.8.2 Booking forms must be signed and sent back including payment details within five working days. Payment must be received before the banner advert is placed on the website. In event of cancellation companies are liable for 50% of the cost of the web banner.
- 10.8.3 No warranty or representation is made or given as to the number of enquiries or visitors to UKOUG own website. Any figures given are guides only based on past experience.
- 10.9 Ebulletin and Webinar promotion bookings
- 10.9.1 Any advertisement booking for the ebulletin and/or Webinar promotion is not deemed accepted by UKOUG until it is in receipt of a properly completed and signed advertisement confirmation booking form.
- 10.9.2 If UKOUG cannot arrange any advertisement in the type or style requested by the advertiser (as the case may be) in the electronic newsletter then in fulfilment of its obligations to the advertiser it may arrange the advertisement in such way or style as nearly as possible replicates the requested advertisement without submitting to the advertiser an amended proof for approval.
- 10.9.3 All advertisements must be submitted to UKOUG for approval four days prior to the broadcast date.
- 10.9.4 Advertisement content must not promote the products and services of competitors of Oracle Corporation or UKOUG.
- 10.9.5 UKOUG prohibits any companies from using this service to promote recruitment services unless specifically agreed by UKOUG.
- 10.9.6 UKOUG prohibits the advertising and promotion, through its publications, of an event where content clashes with that of a UKOUG event should it coincide within the same week with exceptions given at the discretion of UKOUG.
- 10.9.7 Advertisement content for the ebulletin must on average be no more than 200 words including hyperlinks and contact details.
- 10.9.8 The template for the required layout must be adhered to maintain consistency and is as follows:
1. Headline
  2. Sub-head or 50 word abstract
  3. Full article
- 10.9.9 Invoices will be produced by UKOUG upon confirmation of a booking. Payment must be received by UKOUG within 30 days of the issue date of the invoice.
- 10.9.10 UKOUG may reject or omit any advertisement when the space allocated in an ebulletin and/or Webinar promotion has all been reserved.
- 10.9.11 Cancellations of any advertising placement or insertion order must be received in writing by UKOUG no later than four weeks prior to the ebulletin and/or Webinar Promotion broadcast date. Cancellations received after this date will incur 100% cancellation charges.
- 10.9.12 Confirmation booking forms submitted via the UKOUG website are legally binding documents

- 10.9.13 UKOUG reserves the right to refuse Partner calendar requests where the Partner event/webinar date coincides with a UKOUG event with the same target audience
- 10.9.14 Once a booking form has been submitted, it is the responsibility of the purchaser to ensure that the web banner/ Partner calendar details/advert is supplied within the deadline given by UKOUG
- 10.9.15 We are unable to issue a refund for UKOUG Partner marketing opportunities other than where the marketing opportunity becomes unavailable.

## 11.0 Endorsement terms

- 11.1 UKOUG does not endorse the products or services of any of its members. It does not endorse companies or individuals.

## 12.0 Volunteering terms

- 12.1 All elected volunteer roles are required to be held by members who hold a current membership, they should remain in membership for the full term of their elected position.
- 12.2 UKOUG understands that the voluntary position a member holds is in addition to their full time job and is grateful for all volunteered time, without which the User Group would not be a user group. To retain the consistency of delivery of services we request you notify us in advance of any busy times where you may not be able to fulfil expected tasks.
- 12.3 If a SIG committee volunteer has repeatedly not inputted into the agenda process or has not attended two of their meetings within a year UKOUG reserves the right to terminate their position and elect a new committee member.
- 12.4 The Chair holds a position of impartiality when it comes to creating an agenda and should not be influenced by personal business objectives. If a Chair is suspected of being biased UKOUG reserves the right to terminate their position and elect a new committee member
- 12.5 Benefits
  - 12.5.1 The UKOUG team is here to support our volunteers and if needed can source additional help to get the job get done. Below you will find the benefits of being a Special Interest Group Chair (these benefits are also available for Deputy Chairs, unless stated) although these are only available if you fulfil our expectations, which you can also find below:
    - 12.5.1.1 Free attendance at any UKOUG SIG meeting where places are available
    - 12.5.1.2 Free attendance at the UKOUG Conferences when volunteering to chair a number of sessions at the event (minimum number to be determine by the Conference PM) or if you have contributed considerable time in producing the event
    - 12.5.1.3 Ability to bring one non-member to a UKOUG SIG meeting
    - 12.5.1.4 Free attendance to any UKOUG fee paying SIG where space is available and at the discretion of the PM
    - 12.5.1.5 Ability to influence Oracle by representing the Oracle Users
    - 12.5.1.6 For more details on the volunteering benefits contact [volunteers@ukoug.org](mailto:volunteers@ukoug.org)
- 12.6 Expectations

#### 12.6.1 What UKOUG expects from the Special Interest Group Chairs & committees:

- 12.6.1.1 A committee should be fully cooperative with UKOUG and include the Project Manager & their Oracle Liaison in meetings and decisions where required
- 12.6.1.2 Agree the dates and locations for their events with UKOUG approximately six months in advance of the forthcoming annual calendar.
- 12.6.1.3 Determine the aims and objectives of the event group in line with the requirements of UKOUG
- 12.6.1.4 Be an advocate of UKOUG assist in enhancing our offerings and membership benefits by returning questionnaires and attending the Volunteer meetings
- 12.6.1.5 Organise and deliver each Special Interest Group agenda a minimum of eight weeks before the event date, this includes reviewing post event feedback, taking part in planning meetings and the sourcing of speakers. In the eventuality that an agenda cannot be delivered to meet these deadlines the chair will notify the Project Manager immediately and advise of next steps. An agenda needs to be of full benefit to the community
- 12.6.1.6 Produce a post event report on behalf of the committee
- 12.6.1.7 Source speakers from other conferences and events, Answer or find answers to delegate queries at the event or in preparation for the next meeting. When required encourage delegates to step forward as a Committee members
- 12.6.1.8 Keep your committee & Project Manager briefed should you be on holiday or unable to work when preparing for a UKOUG event
- 12.6.1.9 Host the UKOUG event on the day, arriving at least 30 minutes before the start to meet the speakers and run through any logistics
- 12.6.1.10 Adhere to the Diversity & Discrimination policy set down by UKOUG

### 13.0 Event attendance

#### 13.1 Attendance

- 13.1.1 UKOUG reserves the right to refuse a booking without giving a reason.
- 13.1.2 The relevant terms and conditions are applicable to each event, regardless of whether the delegate completed their own registration or was booked on by a third party. Anyone completing a registration on a delegate's behalf, is also accepting UKOUG's terms and conditions on their behalf.
- 13.1.3 The right of admission to any event is jointly reserved by us and the host for any event; health and safety, environmental and security concerns will be taken into account and reasonable conditions may be imposed upon your admittance, which if you are unwilling to accept will mean that you will not be admitted to the event and in such circumstances no refund will be given.
- 13.1.4 Apart from assistance dogs, no pets or animals are allowed at the event.
- 13.1.5 No persons under the age of 16 are permitted to attend the event.
- 13.1.6 UKOUG may film UKOUG events and presentations at events for publication online.

- 13.2 Payment: Any invoice relating to events must be paid upon receipt. UKOUG reserve the right to re-allocate the booking to another delegate if invoices are not paid on time.
- 13.3 Attendee cancellation: It is the attendees' responsibility to ensure UKOUG are notified in advance of non attendance at an event. All cancellations to bookings must be made at least 24 hrs prior to the start of a SIG/ or Event. If a delegate place is cancelled within the 24 hrs prior to the start of the event or if the delegate fails to attend the event, there will be a charge of £85+VAT. There will be no charge if a substitute member wishes to take the place of the original delegate.
- 13.4 If an additional attendee (i.e. one who has paid) cancels their place at least 24hrs prior to the start of the event they will receive a full refund. If they cancel after this time or fail to turn up on the day, they will forfeit their attendee fee and be charged a cancellation fee.
- 13.5 Cancellation of event by UKOUG: UKOUG reserves the right to cancel any event at any time without liability. In these circumstances the delegate will be offered an alternative date, or refund if paying. UKOUG will not issue compensation. Please bear this in mind when making travel arrangements.
- 13.6 Travel & Hotel Bookings: Cancellation of travel reservations and hotel reservations are the exclusive responsibility of the registrant.
- 13.7 Force Majeure: UKOUG shall have no liability to you for any failure or delay to the UKOUG events if that failure or delay is the result of events beyond the UKOUG's control.
- 13.8 Changes to venue: UKOUG reserves the right to alter the venue without prior notice.
- 13.9 Content: Information at events is presented for members' best exploitation and use, in respect of their investment in Oracle related technologies. This therefore may be sensitive in nature. In order to preserve this benefit for members, UKOUG requests that this information is utilised for this purpose only.
- 13.10 Speakers: The opinions expressed are those of the speaker and do not represent the views of UKOUG. UKOUG will therefore not accept liability arising from any actions taken as a result of content. UKOUG reserves the right to make changes to the agenda and or speakers without prior notice. All agenda times are for guidance only.
- 13.11 Third Parties: UKOUG has not verified literature provided by third parties for accuracy or correctness and will not accept liability arising from its inclusion.
- 13.12 Security: Delegate badges must be worn at all times during the event. Items of value such as laptops are your responsibility. UKOUG does not accept responsibility for any property damaged, lost or stolen.
- 13.13 Undesirable Activities
  - 13.13.1 If it appears to the UKOUG that an attendee may be engaged in activities that are deemed to be contrary to the best interests of the event UKOUG may refuse the attendee the right to participate further in the event and any future UKOUG events.
  - 13.13.2 UKOUG reserves the right to exclude or remove from the venue any person who causes any nuisance or annoyance to UKOUG, the providers of the venue and any of its facilities or any other exhibitor, delegate or attendee.
  - 13.13.3 UKOUG prohibits staff recruitment at its events or from member contact lists issued at events. UKOUG will immediately revoke present and future event privileges from parties found violating this policy. Violators also risk termination of their UKOUG membership.
- 13.14 Notification: If UKOUG introduces a new event, that from your preferences in your online profile, we feel may be of interest to you, we reserve the right to automatically opt you in to receive communications regarding the event. To opt out, please update your online profile.

13.15 The taking of photographs at our events is not permitted unless authorised by UKOUG.

13.16 Additional Terms & Conditions: Any event we run can have additional or slightly different terms and conditions. It is therefore important to view the information that will be available from the specific event web pages or emails, for any terms or conditions that are in addition or are different to those stated in this document.

## 14.0 Conference attendance additional terms and conditions

14.1 UKOUG 2017 Conferences take place on 3rd - 6th December

14.2 Registrations

14.2.1 All prices quoted by UKOUG are exclusive of VAT which is payable in addition at the prevailing rate.

14.2.2 Submission of a registration either online, by phone or email constitutes an official booking.

14.2.3 Full payment must be received in advance of the conference you are registered to attend.

14.2.4 If you have been provided with a discount code, this can only be used for one registration and cannot be transferred to an existing booking. The individual that has been assigned the discount code is the only person permitted to redeem the code. It will not be possible to cancel an existing booking and re-register.

14.3 Cancellations

14.3.1 Cancellation of bookings must be received by email to: [registration@ukougconferences.org](mailto:registration@ukougconferences.org) no later than 5 business days prior to the date stated below:  
17:00 Monday 27th November 2017

14.3.2 Bookings cancelled 30 days or more before the start of the conference will receive a refund but are subject to an administration fee of £50+VAT. If any day passes from the membership entitlement were used to register, these will be credited back in the same format under which they were redeemed.

14.3.3 Bookings cancelled 29 days or less before the start of the conference will not receive a refund. If any day passes from the membership entitlement were used to register, the membership will lose the number which had been redeemed.

14.3.4 **Please note:** We will accept name changes should you wish to transfer your registration to a colleague within your company and these can be made free of charge. Name substitutions must be received in writing to [registration@ukougconferences.org](mailto:registration@ukougconferences.org) no later than 2 business days prior to the start of the conference with the names of both the original and substitute registrant.

14.4 Non-attendance policy for members

14.4.1 Delegates who register using their membership entitlement to attend a conference and who meet the following criteria will, in addition to losing any day passes used in the booking, be charged a non-attendance fee of £160 per day:

1. Cancellation was not received in line with the 5 business day cut off stated in the cancellation policy
2. No name change request received by the 2 business day cut off stated in the cancellation policy and no delegate was sent in substitution
3. Registered Delegate failed to attend the conference

14.4.2 The delegate will be contacted by UKOUG before being charged the non-attendance fee, as stated in 14.4.1

14.5 Payment

- 14.5.1 Full payment must be received prior to the conference. If payment has not been received by the conference date you will be required to provide credit card details when you arrive at the venue in order to guarantee your conference place. Non-attendance is subject to payment of the full conference fee.
  - 14.5.2 Payment for all conference registration invoices will be collected by UK Oracle User Group, 591-593 Kingston Road, London, SW20 8SA.
  - 14.5.3 Any invoice relating to the conference must be paid upon receipt.
  - 14.5.4 UKOUG reserves the right to re-allocate the delegate place to another delegate if invoices are not paid on time.
- 14.6 Refusal of booking
- 14.6.1 UKOUG reserves the right to refuse a booking without giving a reason.
- 14.7 Cancellation of a conference by UKOUG
- 14.7.1 UKOUG reserves the right to cancel the conference at any time without liability. In these circumstances the delegate will be offered an alternative date, or a refund if paying. UKOUG will not issue compensation. Please bear this in mind when making travel arrangements.
  - 14.7.2 If for any reason outside the control of UKOUG, the conference is cancelled, e.g. due to any act of terrorism, extreme weather conditions, industrial action, epidemic, or an act of God, UKOUG shall endeavour to reschedule but is not liable for any costs, damages and expenses which are incurred by the delegate.
- 14.8 UKOUG membership entitlements for conference day passes
- 14.8.1 The main contact of each active UKOUG membership will be sent an email detailing how to register and, if relevant, how to allocate their entitlement of conference day passes. Please note that not all membership packages are inclusive of this benefit but memberships can be upgraded at any point in the subscription year. The entitlement is valid for the duration of your UKOUG membership year, and will be re-set upon renewal of your membership. No rollover of membership entitlement is permitted.
  - 14.8.2 Any contacts attached to an active membership will be able to request the use of membership entitlement day passes from the main contact.
- 14.9 Purchasing additional conference days at member rates
- 14.9.1 Membership fees must be paid in full before any extra days charged at member rates will be confirmed. Failure to pay membership fees may result in your booking being cancelled. If payment has not been received, you will be required to pay by credit card upon arrival on site.
  - 14.9.2 Additional days purchased will be assigned to the membership number of your choice. If the membership expires or is cancelled prior to the date of the conference, any days purchased at member rate will also expire unless payment is made for the balance of the non-member rate.
- 14.10 Provisional bookings
- 14.10.1 If a member makes a booking using any of the conference days available from their future membership year's entitlement, the booking will remain provisional until the membership fees have been paid.
  - 14.10.2 Should the membership not be renewed then the registration will be cancelled or a non-member rate will be charged for any conference day passes used; payment can be made in advance or it will be taken on site as per 14.9.1. Please consider this when making travel or accommodation arrangements. The delegate will be informed should this occur.

- 14.10.3 By using the conference day passes from your future membership entitlement, you are committing to renew the membership when it becomes due.
- 14.10.4 New memberships taken out for the purpose of using membership entitlement conference day passes must be paid in full prior to the event.
- 14.11 The conference
  - 14.11.1 Changes to the agenda/venue: UKOUG reserves the right to alter agenda content and/or venue without prior notice. All agenda times are for guidance only.
  - 14.11.2 Content, Speakers: The opinions expressed are those of the speaker and do not represent the views of UKOUG. UKOUG will therefore not accept liability arising from any actions taken as a result of content. UKOUG reserves the right to make changes to the conference and or speakers without prior notice.
  - 14.11.3 Content, Third parties: UKOUG has not verified literature provided by third parties for accuracy or correctness and will not accept liability arising from its inclusion.
  - 14.11.4 Security: Delegate badges must be worn at all times during the conference.
  - 14.11.5 Transferring conference passes: Due to the flexibility of the day passes, you will not be able to transfer a multiple day pass booking, when on site at a conference. Changes to names of attendees must be made in writing 2 business days in advance of the conference.
  - 14.11.6 Travel and hotel bookings: Management, including cancellation, of travel reservations and hotel reservations are the exclusive responsibility of the delegate.
  - 14.11.7 Applicable to all conferences: Exhibition-only visitors will not be permitted to attend any presentations on the day of their attendance.
  - 14.11.8 Undesirable activities: If it appears to UKOUG that any attendee may be engaged in activities that are deemed to be contrary to the best interests of the conference the attendee may be refused the right to participate in the conference further. Please view point 13.13 for further information on undesirable activities.
- 14.12 Contact from UKOUG: By accepting the terms and conditions you are accepting that UKOUG will contact you regarding this conference and future relevant UKOUG events. If you wish to remove yourself from future communications of this conference, then please log into your online profile and update your communications preferences.

## 15.0 Listservers

- 15.1 As a UKOUG member you may be added to a UKOUG listserver if UKOUG feels from your online profile that the listserver may be useful to you.
- 15.2 To unsubscribe from a UKOUG listserver you must reply to an email that you receive from the listserver and request to be removed from the list.
- 15.3 Anyone found to be posting inappropriate content to a UKOUG listserver will be warned about the post and may be removed from the listserver.

## 16.0 Presenting at UKOUG events

- 16.1 Applicable to Annual Conference presenters: A complimentary conference pass for the primary presenter is dependent upon meeting the conditions below:
  - 16.1.1 Practical interest of the subject to the user community

- 16.1.2 Quality of textual and graphical presentation
- 16.1.3 Author's willingness to approve UKOUG copyright over their paper. In order to implement and maintain professional levels of accuracy and consistency across all print material, the following guideline must be adhered to when abstracts/papers are submitted:
  - 16.1.4 All product names, company names and words must, as far as possible, be spelt correctly and used in the correct form (e.g. EnterpriseOne not Enterprise1, etc), in UK English (unless in a trademarked product or company name). UKOUG reserves the right to correct/amend abstracts as necessary.
  - 16.1.5 The main speaker accepted for the presentation slot must present his/her paper personally at the UKOUG event. No substitutions will be allowed without expressed written permission from UKOUG.
  - 16.1.6 Availability to present in issued time slot/s as part of the Conference schedule
  - 16.1.7 Submitted slides must relate to the original submitted abstract that was confirmed by the Conference Committee
- 16.2 Partner presentations:

If your sponsorship or exhibition package includes a guaranteed presentation slot at one of our events, the committee have the right to place it on the agenda where they see fit. Abstracts must be submitted by the required deadlines for the particular event. Refer to the Partner Guidelines for clarification.

  - 16.2.1 **Sponsors:**
    - 16.2.1.1 Where a partner sponsors an event, whether uniquely or as one of many sponsors, each sponsor is allowed to present any subject matter they feel is of relevance.
    - 16.2.1.2 They must still submit the paper in the same way as all other presenters but the event committee/board member is not able to prevent the partner giving the presentation
    - 16.2.1.3 The only reason a presentation could be "blocked" would be if the content was considered to bring UKOUG into disrepute. It is then the Commercial team's responsibility to communicate this to the partner.
    - 16.2.1.4 This CAN be a sales pitch.
  - 16.2.2 **Exhibitors:**
    - 16.2.2.1 Where a partner is exhibiting at an event and as part of the exhibition fee has been allocated a presentation slot it is up to the committee member and partner to agree a presentation topic and content that is acceptable to all.
    - 16.2.2.2 This CANNOT be a sales-pitch
  - 16.2.3 Partner attending as a **delegate:**
    - 16.2.3.1 Where a partner is a delegate and the partner is not sponsoring or exhibiting at an event they must follow the same procedure and be subject to the same selection procedure as all other would-be presenters.
    - 16.2.3.2 This CANNOT be a sales-pitch
- 16.3 UKOUG accepts no responsibility for copyright infringement or acts of plagiarism



- 16.4 UKOUG will not cover any travel or accommodation expenses
- 16.5 UKOUG reserves the right to remove anyone from the agenda when the need arises
- 16.6 UKOUG reserves the right to publish accepted papers in Oracle Scene magazine, UKOUG websites, other related UKOUG publications and the official conference proceedings.
- 16.7 You are limited to having one co-presenter to assist you with your presentation if required. Your co-presenter will receive a conference pass on the day of the presentation only.
- 16.8 Due to the agenda capacity there are a high number of quality papers we are not able to place on the agenda, therefore any speaker who does not show on the day to present and has not cancelled with prior notice, may be excluded from presenting at the following years conferences by the conference committee.
- 16.9 Please be advised that all speakers who submit a paper will be added to the UKOUG database and will receive the attribute of "UKOUG Speaking Opportunities", in order to receive news on future UKOUG call for papers and events. If you wish to receive other UKOUG mailings please login to the members area of the UKOUG corporate website at: [www.ukoug.org/my-ukoug](http://www.ukoug.org/my-ukoug) and update your mailing preferences

## **17.0 UKOUG Partner of the Year Awards**

### **17.1 Nominations**


- 17.1.1 All entrants must have permission from the relevant parties before nominating an organisation for an Award.
- 17.1.2 To enter a nomination for a UKOUG Partner of the Year Award, the organisation must be a supplier of Oracle-related products or services and be able to demonstrate that they meet the criteria for their chosen categories. Organisations who are unable to evidence this may be disqualified.
- 17.1.3 All nominations must be supported by the responses to all four nomination questions in each category. Organisations are responsible for obtaining the relevant permissions to quote third party information or use customer names in advance of submitting their nomination.
- 17.1.4 All companies **MUST** have a UKOUG membership of Silver or above prior to nominating.
- 17.1.5 Organisations must be fully aware of the relevant criteria before nominating themselves for any award.
- 17.1.6 Nominations received after the official closing date will not be considered.
- 17.1.7 Nominations may be revoked or adjusted if an organisation has knowingly misrepresented themselves or provided incorrect information and such organisations may be prevented from entering the following year's nominations.

### **17.2 Adjudication**

- 17.2.1 The goal of each adjudicator will be to short-list the number of nominees to a maximum of 6 in each category. The decision of the adjudication panel is final, as is that of UKOUG in all matters affecting the Awards, and no correspondence on this topic will be entered into.

### **17.3 Voting**

- 17.3.1 Voters must be Oracle end users recognised by UKOUG (who are not required to be UKOUG members) and not provide any Oracle-related products or services to other companies.

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- 17.3.2 Voters must provide a valid company email address, without which their vote will not be counted. Personal addresses, e.g. Hotmail, Gmail, me.com, will not be accepted.
  - 17.3.3 Voters have three votes per category, one each at Bronze, Silver and Gold level.
  - 17.3.4 Voters must vote for different companies for the Gold, Silver and Bronze place in each award category.
  - 17.3.5 Voters can only vote once per category but do not have to use all of their votes in each category.
  - 17.3.6 Multiple votes from a single organisation will be accepted as long as each vote can be identified as being from a different person.
  - 17.3.7 In the event of a tie, the Partner with the smallest range of votes (i.e. most consistent votes) wins.
  - 17.3.8 There is a maximum of three final places for each category. A different Partner will be selected for each of the three final places.
  - 17.3.9 All awards are issued at the discretion of UKOUG. In categories with fewer than four shortlisted companies, only a Gold level award will be conferred.
- 17.4 General
- 17.4.1 At least one member of each organisation must attend the Awards Ceremony in order to receive the Award(s) they have won. Awards will not be posted to winners who do not attend the ceremony.
  - 17.4.2 Anyone found to be behaving in a manner that is detrimental to other guests at the Awards Ceremony will be immediately escorted off-site and will not be allowed to re-enter.
  - 17.4.3 There will be no refunds issued for the purchase of the Awards Ceremony tickets.
  - 17.4.4 UKOUG reserves the right to utilise all materials submitted as part of any entry, and any interviews given or photographs taken in the course of the awards process, for the purposes of marketing. All supporting material will be kept confidential where required.
  - 17.4.5 Entry into UKOUG Partner of the Year Awards is deemed acceptance of these rules and agreement to be bound by them, as well as our general website terms and conditions. UKOUG reserves the right to amend these terms and conditions at any time by posting changes online.

**About UKOUG**

UKOUG exists to serve the Oracle community in the UK and Ireland. We act as a focal point for sharing knowledge about Oracle applications, technologies, tools and developments and, as an independent, not for profit membership organisation, represent the views of users and partners to Oracle.

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