



Supported by the Government  
of Trinidad and Tobago



# Trinidad and Tobago

The Caribbean and Americas Forum on  
**GOVERNANCE, REGULATION**  
and **FINANCIAL CRIME**  
**PREVENTION**



9th - 13th August

# 2010

## Introduction Trinidad and Tobago 2010

The International Governance and Risk Institute and the Government of Trinidad and Tobago are proud to present Trinidad 2010: Governance, Regulation and Financial Crime Prevention Forum for the Caribbean and the Americas, to be held in Port of Spain from the 9th - 13th August.

The forum will take place over five days, beginning with an opening symposium, where senior Government representatives, international dignitaries and members of the Institute's Faculty will open the forum (further details of the symposium speakers will follow in the coming weeks), after which will follow five days of intimate, intensive training delivered by local and international experts.

The forum will bring together all the key stakeholders from the public and private sectors to discuss the latest techniques and methods to improve standards and combat criminal threats in our jurisdictions. It will also include sessions on upcoming regulatory and legislative changes, such as the restructuring of Trinidad and Tobago's Financial Intelligence Unit (FIU) and changes to the Anti-Money Laundering (AML) legislation. Participants already in attendance include regulatory bodies, Financial Intelligence Units (FIUs), law enforcement, customs officers, revenue authorities, compliance officers, risk managers, internal auditors and forensic accountants. The Institute are delighted to be welcomed back to the Caribbean: many of our faculty of experts have several years' experience in the region, as do several members of the secretariat.

The programme will feature simultaneous Spanish translation and delegates from overseas will gain preferential rates at the hotel after registering for the course.

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*"We did not choose how this crisis began but we do have  
a choice in the legacy this crisis leaves behind"*

President Obama, June 2009

# Agenda Trinidad and Tobago 2010

Monday 9th August 2010

## International Symposium

- Welcome Addresses & Official Symposium Opening

### Keynote Address – The Road to Recovery

Fostering New Growth, Recognizing New Dangers

## Global Regulatory Reform - Is it coming or is it business as usual?

### Caribbean Regulation and Legislation

Where are we now and where do we want to go?

- Learning lessons from CFATF recent regional Mutual Evaluation Assessments
- Identifying systemic imbalances across the region
- Regional cooperation and how to realistically achieve international benchmarks

### The Trinidad Perspective: New Anti-Money Laundering Legislation

### Financial Crime Prevention Beyond Banking: Non-Traditional Areas of Reporting

Where are the following industries at risk from Financial Crime?

- Real Estate
- Insurance
- Oil and Gas
- Accountancy
- Car Dealerships
- Precious Metal Dealers
- Casinos and Members' clubs

### Implications of a New, Administrative Financial Intelligence Unit

### Group Photo and Lunch

### Latest Trends in Financial Crime

- Where and in what industries have organisations been affected?
- What have been the reputational losses?
- Policy – On the ground reality

### Criminal Elements in Tendering and Procurement

- Understanding the Tendering and Procurement process
- Review of relevant regulations and legislation
- Effective Contract Management and Monitoring
- Contractor Fraud across Public and Private Sectors
- The role of Procurement in an organisation
- The importance of Procurement Rules and Procedures
- Setting objective criteria

### Panel Session - Where are the weaknesses in our financial crime prevention regime?

- New areas of vulnerability and new industries
- Caribbean regulation and best practice
- How can both public and private sector organisations cooperate more effectively?

Tuesday 10th August 2010

## Money Laundering, Trans-National Organised Crime and Terrorism

### AML Requirements and Sanctions

- Caribbean legislative requirements and comparisons with other jurisdictions
- Legislative changes, new AML legislation in Trinidad and developments across the region
- International requirements, industry standards
  - The requirements of the FSA and UK Money Laundering Regulations 2007
  - The JMLSG Guidance
  - EU Third ML Directive
  - FATF and Wolfsburg principles
- What sanctions can be imposed on banks for non-compliance with:
  - OFAC
  - US Sanctions, Patriot Act & Other U.S. current and downstream risks
  - EU Sanctions
- US extraterritorial powers to intervene abroad, including financial freezing powers
- PEPS and sanctions lists

### Case Studies

#### What to Do, How to do it? - Responding to the Latest Threats

- New Products & Services and Risk of Money Laundering & Terrorists Financing
- Electronic/On-line Banking and Knowing Your Client
- Gatekeepers against the Proceeds of Corruption – Determining your client's Source of Wealth
- New players and funds – Casinos

#### Transnational Organised Crime, Drug-Trafficking and Terrorism Financing

- The latest Caribbean threats and developments
- What regulated firms can/must do
- The importance of money in terrorist-related activities
- Issues and challenges in countering the financing of terrorism
- Identifying the nature and scale of terrorist financing
- Analyzing trends in terrorism financing and effective detention methods
- Assessing typical structures of terrorist financing networks

### Lunch

#### Stream A

##### **Sophisticated Money Laundering Techniques**

- Latest techniques and methods used by money launderers
- Latest sectors they have targeted
- The changing AML regime and why these changes are necessary
- The Key AML Principles and how they have changed recently
- The Global Position. The key areas in common and the key differences internationally.
- Your responsibilities as regards your overseas operations
  - How to ensure that your department or jurisdiction has the protection it needs and is fully compliant
- The key organisations/institutions: Their roles and influence

#### Stream B

##### **Transaction Monitoring – Understanding systems and their scope**

- What does transaction monitoring really mean?
- Standardization vs. Customized Risk Approach - One size fits all?
- Risk-based Approach - How do we design one?
- What are we looking for in monitoring such transactions?
- Identifying the search parameters and norms of each individual account
- Understanding the limits of alert generation
- Increasing cost of Regulatory Risk Compliance - Too much CDD
- Information and too many false positives in automated AML monitoring?
- AML Skills and Resources - Are we investing enough?

Stream A Continued

**Special considerations on AML**

- Constructive trusts
- Civil risks of non-compliance
- Equivalence
- Extending the regulated sector
- Banking secrecy and data protection
- The role of external auditors
- What to do if you suspect a regulatory breach
- Tax Evasion & the Money Laundering relationship
- Challenges dealing with Money Laundering in cash-based economies
- International Legislation vs. Domestic Culture
- How can you ensure effective cross-agency cooperation

Case Study Review

Stream B Continued

**Practical, Effective and Value Added Compliance and KYC**

- How to develop your AML/CFT framework and embed it into your operational procedures
- How to construct a solid AML policy for your banks website in accordance with Wolfsburg Recommendations
- Due diligence in an international environment
  - Enhanced DD with multi-jurisdictional regulatory requirements
  - What are the difficulties?
  - How can you ensure effective cross agency cooperation?

Case Study Review

*"The financial sector is a key partner for the FATF... ..You are the lead actors in the daily fight against money laundering and terrorist financing. Your practical knowledge and experience is therefore essential for us."* Paul Vlaanderen, FATF President, September 2009

*...the struggle against money laundering and terrorist financing is by its nature a multi-dimensional and truly global endeavour ...it takes a lot of effort to maintain and further develop the internationally accepted position we have. For this reason, continued investments in close co-operation and collaboration between all stakeholders, including the private sector, are essential* Paul Vlaanderen, FATF President, March 2010

Wednesday 11th August 2010

## Integrity Management and Internal Threats

### Implementing the Basel Committee's Core Principles for Effective Banking and Observance of Customer Due Diligence (CDD)

### Expert Panel - The role of a modern Financial Intelligence Unit & How to prepare and deal with an inspection/raid by a Financial Intelligence Unit/Regulatory Body

- In Trinidad - What are the new FIU powers?
- What information can an FIU now request from financial institutions?
- What is a Suspicious Transaction or Suspicious Activity?
- When does the FIU expect you to report these?
- What is an FIU looking for in monitoring such transactions?
- What are the penalties for not reporting?
- Mutual Legal Assistance practicalities in cross-border cases
- What you are able to reasonably expect from your FIU and when?
- An organisation's right to client confidentiality vs. FIU's need to identify risks & trends
- Tipping off: The problems banks face

## Lunch

### Links between Fraud, Corruption and Money Laundering

- Current trends and Legislation in Fraud
- The interaction between Fraud and Money Laundering
- Are there similar trends in Fraud and Money Laundering?
- The key controls to combat corruption
- Who should be responsible for Anti-Money Laundering and Anti-Fraud Compliance within an organisation?
- Risk Assessment Reviews – by function and by product
- Preventing fraud in revenue-generating bodies e.g. Customs/Tax Authorities
- Internal Audit Procedures & Fraud Prevention Policies
- Identity Theft Controls and Confirmation Techniques
- Employees – whistleblowing systems, job rotation and compensating checks
- Prevention during times of changes – acquisitions, new products, etc.

### Pre-employment screening

- What is pre-employment screening?
- Who should be involved in the process & use of third parties
- Interviews and application forms
- Structuring the pre-employment screening process
- How to verify identity and addresses
- The advantages and disadvantages of a paper-based approach
- Qualification, Employment & Criminal Record Checks
- Financial enquiries
- Secure contracting & overseas checks
- What pre-employment screening companies offer and what you should consider

## Debate

The interim report for the G20 states that the IMF has "An active, full agenda for financial sector regulatory reform."\*

The debate will focus around the motion **"This house believes that unless further checks and balances are made on the financial services industry the global economic recovery is in jeopardy"**. During this session the audience will listen to arguments for and against the motion. Two teams of panelists will present their case prior to fielding questions from the audience.

\* Interim report to the G20, 16th April 2010

Thursday 12th August 2010

## Investigator's Report - Catastrophic Banking and Investment Fraud Case studies:

- The Ponzi schemes of Bernard Madoff and why otherwise clever people are still fooled by "The Emperor's New Clothes Syndrome" and succumb to the herd instinct
- The psychology of investment fraud
- The Fraud Engine - computer programming and back office support for a Ponzi scheme
- Detection and Due Diligence - Red Flags
- Markopolis and the the SEC

Discussion - Were the auditors negligent?

## Lehman Brothers & Allen Standford

- The collapse of Lehman Brothers
- Repo 105
- An overview of Toxic Debt Warehousing and major accounting deceptions
- Red flags for auditors and regulators
- Allen Stanford and the Stanford Financial Group - Developments and Indicators
- What are the strategic, tactical and practical lessons to be learned by regulators, the banks and investment houses?

Forum Discussion - How can we prevent these problems happening in our own jurisdictions?

## Lunch

## The Latest Computer Threats and Practical Solutions

- Computer Fraud
- System Sabotage, Extortion, e-Crime and misuse
- New technologies – How they offer greater security at the same time as greater risk
- e-Banking review
- m-Banking review
- What are the latest internal and external methods used to extract corporate information and what prevention measures and checks are needed?
- Minimising the "human error" factor
- Clear, thorough and visible corporate policy and training

## How can we reduce the impact of Credit Card Fraud

- Recognising types of credit card fraud
- Protecting your organisation from credit card fraud
- The measures to take if fraud strikes
- Counterfeit / cloned cards
- Unauthorised charges to credit cards
- How credit card fraud arises
- Why is credit card fraud so important?
- Seizing assets
- Prosecuting Credit card fraud

Friday 13th August 2010

## Forensic Data Recovery - Case studies and class exercises throughout the day

### Data Investigation Methods and latest techniques of Electronic Evidence

- e-Discovery
- Quantum of loss
- What can you claim for?
- How do you claim?
- What factors enable you to obtain the best financial results?
- How to avoid costly risks and pitfalls
- Key elements for successful recovery
- Cross-border recoveries

### Search and Seize Orders and Injunctions

- Other principal techniques and methods
- Recovering assets in various jurisdictions
- Mutual Legal Assistance Treaties (MLATs)
- Overcoming jurisdictional obstacles
- Covert investigations
- Ensuring cost-effectiveness

### Cross-Border Cases - Workshop

#### Lunch

### Workshops – Participants will separate into two streams:

#### STREAM A -

##### Workshop - How we can use Forensic Accounting Techniques to detect Financial Criminal Activity

- Is "Creative Accounting" ever legitimate? What are the "grey areas"?
- Analysis of key cases – How could accounting scandals like Enron and Parmalat go undetected for so long?
- Criminal offences relating to false accounting and fraud and how to prosecute these
- Forensic Accounting expert evidence – what you need to know in order to give such evidence
- Statistical Techniques and Ratio Analyses
- IT-related Techniques, Software & Skills and Data Mining
- Tracing funds through accounting information, across jurisdictions and through different entities

#### STREAM B -

##### Workshop - Conducting Effective Multi-Jurisdictional Investigations

- Investigation principles and planning
- How to implement a Fraud Risk Management Program
- Chain of Command and Coordination
  - - The Incident Response Team (IRT)
- Covert Investigations
- Overcoming jurisdictional issues
- Interviewing techniques
- Liaising with external agencies
- What to do when the supervisors / investigators step in
- Proving your case, demonstrating adequate (reasonable) measures, consent implementation
- Distinguishing between Intelligence and Evidence
- Ensuring successful prosecution through methodical evidence preparation
- Are our policies effective?

### Presentation of Certificates

## Featured Faculty Trinidad and Tobago 2010



### Gert Demmink

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 Managing Director, Eagle Compliance. He is also senior adviser 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 Financing of Developing Countries): presentations and in-house workshops in Islamic banks in Dhaka, Bangladesh (2003)
- Trainer with the Netherlands Compliance Institute.
- Chairman, Training & Education Committee of Netherlands Chapter ACFE.
- Lawyer & Forensic Auditor by profession
- Professional Experience Record:
- 1991 – 1996: Ministry of Justice in the Netherlands. Senior policy officer in the field of international co-operation (police/prosecution)
- 1996 – 1997: Netherlands Antilles Government Project Manager for the FIU
- 1998 – 2007: De Nederlandsche Bank N.V.
- Current: Managing Director, The Caribbean Compliance Company, The Eagle Compliance Company and Philip Sidney (the international governance and compliance initiative)



### Herman Annink

Herman Annink is a former specialist in the Directorate of Supervision in the Netherlands Central Bank (De Nederlandsche Bank NV). He is currently a director of The Eagle Compliance Company. Herman has advised Central Banks, insurance supervisors and pension fund supervisors in the Eastern European and Asian Region on governance, integrity, and risk management. In the Netherlands, he helped set up the legal framework, policy statements and the integrity supervision activities of the Dutch Central Bank with regard to combating money laundering, terrorist financing, and personal and organisational integrity risks.

### Other skills

- Freelance trainer for, a.o., the Netherlands Compliance Institute and the FIU-Netherlands
- Providing Technical Assistance for the members of the Dutch IMF Constituency
- Publishing articles on governance, integrity, and risk management

### Herman's professional experience

- Current: Director Eagle Compliance
- 2003 - 2007: De Nederlandsche Bank N.V., Sr. Examiner and Integrity Specialist
- 1998 - 2003: Garanti Bank International N.V. Head of Compliance and Audit Department
- 1992 - 1998: Ernst & Young, Audit Manager

Herman is an Economist and a Certified Public Accountant



## Monica Bond

Monica Bond is regarded as a foremost expert in Anti-Money Laundering issues and fraud. She has been Managing Director of Bond Associates since its formation in 1999 but her experience as a forensic accountant goes back more than 20 years. At Deloitte & Touche (formerly Touche Ross) in the late 1980s and early 1990s she was involved in the famous case of Dr Hashim -v- Arab Monetary Fund. She formed part of the forensic accounting team that supported this major litigation involving the former head of the Arab Monetary Fund.

In 1992, Monica became Head of Forensic Services (west Region) at KPMG where she continued to focus on litigation support. During her period at KPMG she was closely involved with major fraud matters including Polly Peck, BCCI and Banco Ambrosiano.

In 1994 Monica joined Grant Thornton as Forensic Services partner and was closely involved in the major timeshare fraud case involving John Palmer. Ultimately, this resulted in his conviction and recovery actions that continue to this day. In 1994, Monica was the author of the Accountants Digest on Money Laundering, published by the Institute of Chartered Accountants. Since that time she has become a leading expert on Anti-Money Laundering Policy and Procedures. She has lectured throughout the world, particularly in South America where she lectured on behalf of the US Treasury and more recently in the Middle East.

In 1996 Monica created The Bond Partnership, a regulated Chartered Accountancy practice which continued until 2003 when her specialist work in forensic accountancy led to her concentrating on the activities of Bond Associates Limited. Monica is in addition to being the Managing Director of Bond Associates, a solicitor and principal of Bond Solicitors.



## Adrian Bond

Adrian Bond is an accountant with more than 30 years' experience at senior level and is a founding director of Bond Associates Limited. After qualifying with Ernst and Young in 1982, Adrian moved into industry, holding the roles of Finance Director, General Manager and Managing Director in a variety of companies. For many years, Adrian fulfilled the role of company doctor, going into new acquisitions either to sell them off, expand them or change strategies. In that capacity, he ran companies with many hundreds of employees, acted for venture capitalists in taking companies to the market and actively managed foreign subsidiaries. In 1995 he acquired one of the companies that he was "doctoring" and took this through to disposal in 2000.

In 1999 Adrian became active in the creation of Bond Associates and has been involved in many of its cases and financial investigations since.

Adrian's specialist areas include:

**Fraud Recoveries** – he has acted as expert advisor on some of the largest fraud cases handled by Bond Associates, notably those described in the Fraud and Financial Services section of this website.

**Regulatory Investigations** – Adrian has been deeply involved as an expert advisor in investigating the conduct of a publicly quoted and regulated UK insurance group that went into liquidation in 2005 (Case EAG). His report identified fraud going back to at least the late 1990s and probably earlier. The fraud involved the issuing of bonds and then using the proceeds to fund the repayment of earlier bonds where asset security had eroded. The bond-holders were defrauded in excess of £12 million plus interest.

**Money Laundering and Counter Measures** – Adrian lectures on anti-money laundering legislation and he has also acted as an expert in a variety of cases where money laundering has been alleged. He was particularly pleased where he acted for the defence in a case that involved what is termed "cuckoo smurfing" where an innocent woman was induced through friendship during a vulnerable period of her life to hold assets that were actually the proceeds of crime.



## Edward Wilding

Edward Wilding is a lecturer, writer and consultant specialising in Computer Fraud Investigation and Catastrophic Risk Prevention and Mitigation.

Over a career spanning twenty years, he has investigated several hundred incidents of fraud, data theft, IT sabotage and misuse. He has served as an expert witness 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.

Mr. Wilding has lectured worldwide to law enforcement and government agencies, law firms and professional bodies. He has trained incident response teams for multi-national companies and conducted IT Security and Fraud Risk Reviews for banks and corporate clients. He regularly assists the courts, litigators and barristers with the complexities of computer evidence.

He has written two acclaimed books, *Computer Evidence: A Forensic Investigations Handbook* (Sweet & Maxwell 1996) was amongst the first to discuss Computer Forensic Investigations. *Information Risk and Security: Preventing and Investigating Workplace Computer Crime* (Gower 2006), was described as a "tour de force" and a "must read" (BCS Information Security Specialist Group), a "gold standard read, dependable and thought-provoking" (Professional Security), "an unrelenting and highly valuable exploration" (Information Age), and "required reading for all IT professionals" (Axiom).

A regular commentator for BBC Radio and Television, Mr. Wilding has also appeared on Sky TV to discuss the Société Générale rogue trader Jérôme Kerviel. His analysis of this notorious case was published in the Financial Regulator in June 2008.



## Noel Bonczoszek

Noel Bonczoszek is a highly experienced crime investigator and renowned lecturer on computer crime, public sector corruption, Money Laundering, Fraud and Counterfeiting. He has worked in various New Scotland Yard departments and at the Serious Fraud Office. Whilst in the Computer Crime Unit he investigated and prosecuted hackers, the writers of viruses & malevolent code and computer fraudsters.

He also broke new ground by utilising money laundering legislation in the prosecution of product counterfeiters. In 1989 he wrote *Basic Computer Security Measures*, which was a guide to IT Crime Prevention and has been incorporated in numerous subsequent publications worldwide.

In 1998 he founded AmberTec – a Fraud and IT Crime Investigation and Training company.

A former Chairman of the BCS-ISSG and Chartered Information Technology Professional, he is currently involved in computer forensic and major Commercial Fraud Investigations on an international basis.

## DELEGATE REGISTRATION FORM

The Caribbean 2010 - Port of Spain, Trinidad 9th – 13th August 2010  
Governance Regulation and Financial Crime Prevention Forum

Please print, complete, sign and email this form to [registrations@govrisk.org](mailto:registrations@govrisk.org) OR fax to +44 203 4111 160

### DETAILS OF ORGANISATION

PLEASE USE BLOCK CAPITALS

Name	<input type="text"/>	
Job title	<input type="text"/>	
Organisation	<input type="text"/>	
Address	<input type="text"/>	
Telephone	<input type="text"/>	Fax <input type="text"/>
Email	<input type="text"/>	
Authorised	<input type="text"/>	
Signatory	<input type="text"/>	
Date	<input type="text"/>	

I confirm that I am duly authorised to sign/initial this registration document and that I have read the organiser's terms and conditions on the following page  (please tick)

### ADDITIONAL DELEGATE PLACES

Please enter the names of all delegates below (if undetermined leave blank or mark TBA):

Delegate 1	<input type="text"/>	Delegate 3	<input type="text"/>
Position	<input type="text"/>	Position	<input type="text"/>
Delegate 2	<input type="text"/>	Delegate 4	<input type="text"/>
Position	<input type="text"/>	Position	<input type="text"/>

### REGISTRATION FEES & PAYMENT

Number of places	Days	EARLY BIRD Valid until 30th May 2010	REGULAR 30th May - 9th August 2010	SUBTOTAL (£)
<input type="text"/>	5 Days	£2,335	£2,595	<input type="text"/>
<input type="text"/>	3 Days	£1,615	£1,795	<input type="text"/>
<input type="text"/>	1 Day	£585	£650	<input type="text"/>
<b>TOTAL</b>				<input type="text"/>

**PAYMENT** – All payments must be made no later than 14 days after registration.

**IN ORDER TO PAY BY TELEGRAPHIC TRANSFER:**

Please make payment to: International Governance and Risk Limited **Account No:** 33864642  
**Sort Code:** 20-17-19 **Bank Name:** Barclays Bank **Swift Code:** BARCGB22  
**IBAN:** GB77BARC20171933864642 **Bank Telephone Number:** +44 (0) 800 400 100  
**Bank Address:** Barclays Bank PLC, Clifton Court, Cherry Hinton Road, Cambridge, CB1 7AA

## Terms and 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 Caribbean 2010 Governance Regulation and Financial Crime Prevention Forum, Port of Spain, Trinidad - 9th - 13th August 2010.
Fee	means the total fee payable by the Customer to the Organiser as set out in the Booking Form.
Organiser	means International Governance and Risk Limited;

### 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 fax (+44 (0)203 4 111 160), or by post International Governance and Risk, Suite 36, 88-90 Hatton Garden, London EC1N 8PN, or a request for a Booking by telephone on (+44 (0)203 174 0358) 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 The Fee and any other charges payable is exclusive of value added tax and any other applicable taxes, rates, governmental levies or duty.
- 6.2 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 counter claim against its liability to the Organiser.
- 6.3 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.

### 7. Intellectual property rights

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

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.