
**The UK
Cyber
Demonstration
Centre**



TERMS AND CONDITIONS FOR THE USE OF THE CYBER DEMONSTRATION CENTRE AT LEVEL39, CANARY WHARF

The Organiser agrees to only use the Cyber Demonstration Centre for the Event for the Use. The Organiser will not use the Cyber Demonstration Centre for an Event which, in the reasonable opinion of Level39 and DCMS, meets either of the following criteria:

- a) The discussion of the export of a product, capability or service to a client or country which would be contrary to the UK's obligations to enforce UN, EU and OSCE and national sanctions and embargoes, and to other legal commitments, including export controls and international human rights law; and/or
- b) Creates or could lead to a potential security risk to UK Government, or a national security risk.

Cyber Demonstration Centre - Charges

The Organiser shall be sent an invoice within five days of using the Cyber Demonstration Centre to be paid within 30 days of receipt.

Cyber Demonstration Reception

A list of all of the names and organisation details of the Delegates must be provided within five Working Days prior to the Event to the Cyber Demonstration Centre Manager at: cyberdemo@level39.co. Level39 may refuse entry to any Delegates whose names and organisation details have not been provided to Level39 by the Organiser within five Working Days of the Event.

Catering Services

Catering for the Event may be provided where requested on the Booking Form. Any requests to amend the catering must be agreed in writing within five Working Days of the Event.

Final Details and Equipment

The final cut-off point for any amendment to the number and names of Delegates and/or times of the Event is five Working Days prior to the day of the Event. Level39 will use reasonable endeavours to accommodate changes requested, but cannot guarantee that changes will be accepted. The Cyber Demonstration Centre Manager and/or the Level39 Reception Staff shall provide any housekeeping information on the day of the Event.

Level39 will set up the room with the lay-out requested by the Organiser on the Booking Form. Any changes to the lay-out requested must be made within five Working Days prior to the Event. For health and safety reasons, the Organiser must ensure that no more than the maximum number of Delegates as identified on the Booking Form attend the Event at any one time. The Organiser shall at the end of the Event ensure that the Cyber Demonstration Centre is left in a clean and undamaged state. The Organiser shall be responsible for: the cost of any damage to the room or equipment; and for the cost of any cleaning required beyond what is considered reasonable by Level39. Level39 will invoice the Organiser for the costs and the Organiser shall make payment within 30 days of receipt of the invoice.

Access to the Cyber Demonstration Centre

The Cyber Demonstration Centre may be accessed between the hours of 09:00hrs to 17:00hrs on Working Days, should you require access earlier or later than these times please discuss your requirements with the Cyber Demonstration Manager who will make reasonable efforts to accommodate your request.

Audio Visual Equipment

The Organiser shall be responsible for the cost of repairs, replacement of parts and/or installation

cost following damage to any fixtures or fittings caused by negligence of the Organiser, Delegates or any other person attending the Event.

The Organiser shall ensure that if the Cyber Demonstration Centre be left unattended that the Cyber Security Manager is made aware and they can lock the Cyber Demonstration Centre. In no circumstances can Level39 accept liability for any equipment belonging to the Organiser or Delegates left in the Cyber Demonstration Centre.

The Organiser should bring their own laptop for use with the Cyber Security Demonstration equipment. Any computer equipment required, such as a computer, an HDMI or other cable, must be requested on the Booking Form.

Filming, Photographs and Video Conferencing

Films, photographs, and recording inside of the Conference Centre is not permitted without the written permission from the Cyber Demonstration Centre Manager. Written permission must be requested no later than ten Working Days prior to the event.

Where computer equipment is provided by Level39 to the Organiser, the Organiser shall ensure that any disk and information loaded onto the equipment is virus-free prior to loading it onto the equipment.

Data Protection

All information provided to Level39 will be treated in accordance with the Data Protection Act 1998 and the Privacy policy for the Overseas Market Introduction Service.

Confidentiality

The Organiser must inform Level39 where any information on the Booking Form is confidential or commercially sensitive.

Cancellation Charges

A cancellation charge will be made in the following instance for companies and others renting the Cyber Security Demonstration on a commercial basis.

Level39 reserves the right to cancel the Event where Level39 reasonably believes that:

- a) The Event is not focused on a product, capability or service that meets the entry requirement for use of the facility.
- b) The Event will discuss the export of a product, capability or service to a client or country which would be contrary to the UK's obligations to enforce UN, EU and OSCE and national sanctions and embargoes, and to other legal commitments, including export controls and international human rights law.
- c) The Event could lead to a potential security risk to UK Government, or a national security risk.

If the Organiser wishes to cancel the Event this needs to be made in writing giving five clear Working Days' notice before the date that the Event is taking. A request to cancel a booking should be emailed to cyberdemo@level39.co no less than five clear Working Days prior to the event.

No Show Charges

If you have booked the Cyber Security Demonstration and fail to show up on the day of the Event this will result in a no show charge being applied which will be 100% of the cost of the Event.

Security

The Reception Desk at Level39, One Canada Square, reserves the right to refuse the entry of any person who is not on the attendance list provided to them by the Cyber Demonstration Manager.

All visitors must keep on their person a visitor card issued by the Reception Desk at Level39. Level39 reserves the right to undertake background checks on companies and individuals who propose to attend the Event. Level39 reserves the right to cancel the Event in the event of circumstances outside of its reasonable control. Where Level39 cancels the Event no charge will be made to the Organiser.

Level39 will accept no responsibility or liability with respect to loss or damage to personal property brought onto the premises by the Organiser or Delegates. The Organiser or Delegates shall ensure compliance to any reasonable instructions given in respect of security and health and safety.

Complaints

The Organiser indemnifies and shall hold Level39 harmless from all claims and against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Level39 arising out of or in connection with:

- a) any breach by the Use of the Cyber Demonstration Centre;
- b) the Organiser's negligence or breach of statutory duty;
- c) any misrepresentation (including fraudulent misrepresentation) made by the Organiser or Delegate;
- d) any claim made against Level39 by a third party arising out of or in connection with the Event to the extent that such claim arises out of the breach, negligent performance or failure or delay by the Organiser, its employees, agents or subcontractors.

Nothing in the Conditions shall operate to exclude or limit the Level39's or the Organiser's liability for:

- a) death or personal injury caused by the negligence or breach of statutory duty; or
- b) fraud, fraudulent misrepresentation or deceit; or
- c) any other liability which cannot be excluded or limited under an applicable law.

Level39's and the Organiser's aggregate liability in respect of claims based on events in any calendar year arising out of or in connection with these Conditions, whether in contract or tort (including negligence) or otherwise, shall not exceed £5000,000.

The Organiser is required to have appropriate employers liability insurance and public liability insurance to cover claims up to this value.

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. These Conditions and the Booking Form constitute the entire agreement between Level39 and the Organiser.

These Conditions and any dispute or claim arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Level39 and the Organiser agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions or its subject matter or formation.