The Insurance Insider | RANKINGS

US PROPERTY CAT AWARDS

5 APRIL 2019 | THE BANKING HALL 14 CORNHILL, LONDON EC3V 3ND

The Insurance Insider has always prided itself on its unparalleled direct contact with the marketplace but our exploration of the data science of rankings has taken this to a new global level. *The Insurance Insider* US Property Cat awards recognises the best and the brightest underwriters and brokers in the field.

Unlike traditional awards ceremonies where a panel of judges pick who they believe to be the winner of a category, the winners of the US property cat awards are derived from aggregated survey data collected by *The Insurance Insider* Rankings division – removing any bias. Table bookings are **£3,500 +VAT**, and include:

- 10 seats (1 table)
- Drinks reception
- 2 course meal
- Tea, coffee and petit fours
- ½ bottle wine per person
- ½ bottle mineral water per person

To book your table, fill in the form below and email it back to events@insuranceinsider.com

Contact Name	
Job title	
Company	
Telephone	
Email	
Invoice address	
Table host name	
Table host email	

Table price: £3,500 + VAT

Payment terms: One month prior to the event

Signature	
Full Name	
Date:	

Your agreement with Euromoney in relation to the Event comprises of this Contract Form, the Awards Event Terms & Conditions, the Euromoney Privacy Policy and, if You are sponsoring the Event, the Event Sponsor Terms (collectively "the Terms"). If there is any conflict or ambiguity between the Terms, this Contract Form shall have priority, followed by the Award Event Terms and Conditions.

T&Cs

Definitions
You/Your: the entity or individual purchasing tickets for the Event and, where relevant and included in the Contract Form, sponsoring the Event.
We/Us/Our/Euromoney: the Euromoney Group Company specified on the Contract Form.
Anti-Bribery Legislation: all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977.
Business Day: any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London.
Confidential Information: in relation to either Party, any information, however provided, that relates to the business, financial affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of that Party, including any personal data relating to that Party's customers or suppliers, together with any other information which ought reasonably be considered to be confidential.
Data Protection Law: any applicable laws and regulations relating to the processing, privacy and use of personal data including, without limitation, GDPR, national laws implementing the GDPR, regulations and secondary legislation, as amended from time to time; laws or regulations implementing Council Directive 2002/58/EC, and; any judicial or administrative interpretative of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any national authority.
Euromoney Privacy Policy: As detailed at https://www.euromoney.com/privacy-policy.
Event: the event referred to in the Contract Form as organized by Euromoney.
Event Venue: the venue at which the Event is held.
Fee: the fee listed in the Contract Form payable by You in consideration for the services detailed on the Contract Form.
GDPR: Regulation 2016/679 of the European Parliament and of the Council of April, 27 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
Group Company: in relation to a Party, any company which is a subsidiary or holding company of that Party or a subsidiary of a holding company of that Party, "subsidiary" and "holding company" having the meanings provided in section 1159 of the Companies Act 2006.
Guest: any individual who will be attending the Event via a ticket purchased by You (including You where relevant).
Losses: actions, damages, claims, liabilities, costs, losses and expenses (including without limitation reasonable legal fees).
Party: a party to this Agreement.
Termination Date: the effective date of termination of this Agreement.
VAT: value added tax or any corresponding sales tax applicable in any jurisdiction.
1. Events Attendees
1.1 You are responsible for ensuring that Your Guests are made aware of these Awards Event Terms and Conditions and their obligations under them.
1.2 You shall provide to Euromoney the names and contact details of any Guests who will be attending an Event. It is Your responsibility to provide Your guests with confirmation of their registration to allow them access to the Event. The Parties have agreed that, for the purposes of this Agreement, You must obtain consent from Your Guests for their data to be shared with Euromoney for its use for its own purposes.You acknowledge that Euromoney may conduct its standard pre-registration checks on Guests, which might include (without limitation) trade sanctions screenings and identity checks.
1.3 Neither You nor Your Guests may sell, transfer, or share an Event invitation without the prior written consent of Euromoney (not to be unreasonably withheld).
1.4 Guests must be over the age of 18.
1.5 You shall (and shall procure that Your Guests shall) comply with all relevant laws and regulations which may apply in relation to Your and Your Guests'involvement in the Event.
1.6 You shall not do, or omit to do, (and You shall procure that none of Your Guests shall do, or omit to do) anything which may:
a) bring an Event into disrepute;
b) be otherwise prejudicial to the image and/or reputation of the Event or Euromoney.
2 Your and Your Guests' Responsibilities
2.1 You are responsible for ensuring that You and Your Guests:
a) have adequate insurance in relation to any risks under or in relation to the Event, including personal accident and travel insurance, prior to attending any Event requiring travel abroad;
b) have all necessary up to date travel documentation, including but not limited to visas and other entry permits into the jurisdiction where the Event is held, and that they comply with all health formalities and any applicable laws in such jurisdiction. Euromoney is unable to provide any advice or assistance relating to the obtaining of visas. Failure by any Guest to obtain a visa to attend an Event shall not entitle him or her to a refund; and
2.2 You warrant that you shall ensure that Your Guests are legally entitled to attend the Event and that they are not the subject of any sanctions or other restrictions that mean they should not attend.
2.3 You shall inform us of any special access requirements or dietary requirements for all Guests at the time of registration. Euromoney can only guarantee to take account of any dietary requirements if they are provided a minimum of one week prior to the Event.
2.4 By attending the Event You and Your Guests acknowledge that photographs and filming may take place at the Event. Euromoney reserves the right to use images and videos recorded at the Event with Your or Your Guests' photograph and/or likeness in future marketing materials, including social media channels, websites, and print material, without obtaining any further approval from You or making any payment to You.
2.5 You are responsible for ensuring that Your Guests comply with any rules, policies, procedures of the Event Venue including the health and safety rules and any other reasonable instructions issued by Euromoney and/or the management of the Event Venue
2.6 Euromoney reserves the right to remove any Guest from an Event if, in its sole discretion, it determines that such Guest's presence or conduct could constitute a breach of law for Euromoney or the Event Venue, or could cause a disruption at the Event, to threaten the safety of other attendees or to hinder the enjoyment of the Event by other attendees without prejudice to any other rights or remedies available to Euromoney.
3 Invoices and Payments
3.1 Euromoney shall invoice You for the Fee as specified in the Contract Form and you shall pay the Fee within 30 days of the date of the invoice or in any event prior to the start of the Event, whichever is sooner.
3.2 The Fee is exclusive of VAT. If VAT is chargeable, You shall, on receipt of a valid VAT invoice from Euromoney, pay to Euromoney such additional amounts in respect of VAT as are chargeable at the same time payment is due.
3.3 Without limiting Euromoney's other legal remedies, You shall pay interest on the sum of any overdue invoices from the due date until payment of the overdue sum at a rate of 4% per annum above the Bank of England's prevailing base rate.
3.4 All amounts payable by You shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law).
4 Confidentiality
4.1 Each Party (the "Receiving Party") shall treat Confidential Information disclosed by the other Party (the "Disclosing Party") as confidential and shall not disclose the Disclosing Party's Confidential Information to any other person without the Disclosing Party's prior written consent.
4.2 Clause 4.1 shall not apply to the extent that such information was:
a) Obtained from a third party or in the possession of the Receiving Party without obligation of confidentiality, prior to its disclosure; or
b) already in the public domain at the time of disclosure otherwise than through a breach of this Agreement; or
c) independently developed without access to the Disclosing Party's Confidential Information.
4.3 The Receiving Party may only disclose the Disclosing Party's Confidential Information to the Receiving Party's employees and agents who are directly involved in the provision of the Services and the Receiving Party shall ensure that such employees and agents are aware of, and comply with, the confidentiality obligations set out in this clause.
5 Data Processing
5.1 In this clause 5 the terms "personal data", and "processing" shall have the meanings ascribed to them under the Data Protection Laws.
5.2 Euromoney shall:
a) comply with all applicable requirements of the Data Protection Laws in accordance with the Euromoney Privacy Policy; and
b) process any personal data which it obtains or holds in relation to You or a Guest only for the purposes of carrying out its obligations under these Terms.
5.3 We shall use your personal data for the purpose of providing services in relation to Events, including, but not limited to Event registration, communications, Event access, dining, administration (including before, after and during the Event), invoicing and payment, guest lists, post-Event feedback, quality checks, Guest verification (including for sanctions and trade control purposes) research and polling.
5.4 We may share relevant personal data with Event venue management, organisers, printers, finance partners, Event service providers and external delivery partners.
6 Cancellation, Postponement or Change of Event by Euromoney
6.1 If it becomes necessary for any reason for Euromoney to cancel, change the date of or relocate any Event, Euromoney may do so on the terms set out in this clause 6, provided that Euromoney notifies You in writing.
6.2 For the purposes of this clause 6, the following terms shall have the meanings set out against them below:
a) Accept: accept either the new date(s) of the Event or the new Event venue in which case this Agreement shall remain in force in respect of the revised Event dates; andb) Terminate: terminate this Agreement with respect to such Event and, to the extent that only part of the Services have been provided at the Termination Date, obtain a refund of such proportion of the Fee as Euromoney may reasonably calculate
6.3 Upon receipt of notice of cancellation of the Event from Euromoney, subject to clause 7 You shall be entitled to Terminate.
6.4 If Euromoney gives You less than 30 days notice that Euromoney intends to postpone the Event You may Accept or, subject to clause 7 either Terminate.
6.5 If Euromoney gives You 30 days notice or more that Euromoney intends to postpone the Event:
a) You shall be deemed to Accept if the new Event dates are within two months from the original Event dates; or
b) if the new Event dates are more than two months but less than 12 months following the original Event dates, and subject to Clause You may, subject to clause 7, Terminate.
6.6 If at any time before the start of the Event Euromoney relocates the Event from the Event Venue to an alternative venue, You may Accept or, subject to clause 7, Terminate.
6.7 You shall obtain, at Your own expense, appropriate insurance against any risk of loss associated with the Event being cancelled, postponed, rescheduled or relocated.
6.8 You may cancel Your participation in the Event provided that written notification is received by Euromoney no later than 28 days before the Event for a full refund of Fees paid, less a 10% administration charge. We cannot accept verbal cancellations. If Your cancellation is received after this deadline You are liable for the full Fee. You may nominate a substitute to attend an Event in Your place subject to clause 1.3.
7 Force Majeure
7.1 In this clause, "Force Majeure" means circumstances which are beyond the reasonable control of a Party and which are reasonably likely to affect Euromoney's ability to provide the Services, including without limitation;
a) there taking place within, or having an effect within the vicinity of, the Event Venue any act of terrorism, cybersecurity attack, fire, flood,

earthquake, extreme adverse weather conditions, explosion, failure of electric power, gas, water, or other utility service, collapse of building structures, the outbreak or declaration of war, armed hostilities, civil commotion, revolution, blockade, widespread disease, adverse World Health Organisation advice or Foreign Office Travel advice, government orders or action, including the declaration of a State of Emergency or Coup d'état; and/or
b) circumstances, including those listed in clause 7.1 which directly affect the attendees of an Event resulting in at least 40% or more of the attendees being reasonably likely to be prevented from attending the Event.
7.2 If, as a direct result of Force Majeure, Euromoney cancels an Event, Euromoney shall use its reasonable endeavours to reschedule the Event to take place within two months of the original Event date.
7.3 If Euromoney is unable to reschedule an Event in accordance with clause 7.2, it shall refund the Fee to You as soon as reasonably practicable and in any event within 60 days from the date of notice of cancellation.
7.4 Without prejudice to Euromoney's obligation to refund any Fees to You, Euromoney accepts no liability and will not be liable for any compensation where the performance of its obligations under this Agreement is made illegal or impossible as a result of Force Majeure.
8. Indemnities
8.1 You shall indemnify Euromoney (for itself and on behalf of its Group Companies shareholders, directors, employees, and representatives) from and against all Losses arising out of or in connection with:
a) a third party claim arising as a result of any breach by You of Your obligations under clause 5; and/or
b) any failure by You or Your employees, agents or Guests to comply with any of Your obligations under this Agreement or any applicable laws or regulations.
8.2 Euromoney shall indemnify You (for itself and on behalf of its Group Companies, directors, employees, and representatives) from and against all Losses arising out of or in connection with a third party claim arising as a result of any breach by Euromoney of its obligations under clause 5.
8.3 Upon receipt by a Party entitled to indemnification under clauses 8.1 or 8.2 above (an "Indemnified Party") of notice of a claim, action or proceeding in respect of which indemnity may be sought hereunder, the Indemnified Party shall promptly notify the other Party (the "Indemnifying Party") in writing. The Indemnifying Party shall at its own expense assume and control the defence of any litigation or proceeding in respect of which indemnity is sought and shall not settle any claim, action or proceeding to which an Indemnified Party is a Party and in respect of which indemnity is sought without the Indemnified Party's written consent, which shall not be unreasonably withheld, and the Indemnified Party shall provide the Indemnifying Party with such assistance (at the Indemnifying Party's cost) as is reasonably required by the Indemnifying Party.
9. Limitation of liability
9.1 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury, fraud or fraudulent misrepresentation or breach of any other liability which cannot be limited or excluded by applicable law.
9.2 Subject to clause 9.1, neither Party shall be liable, whether based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in relation to this Agreement, for any indirect or consequential losses.
9.3 To the fullest extent permitted by applicable law, Euromoney excludes all liability for loss or damage to persons or property at the Event.
9.4 Subject to clause 9.4, the total aggregate liability of Euromoney to you, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to this Agreement shall not exceed the total amount of the Fees paid or payable under this Agreement.
9.5 The limitations and exclusions of liability set out in this clause 9 shall not apply in respect of:
a) any liability of either Party arising under the indemnities provided in clause 8; or
b) Your obligation to pay undisputed invoiced charges which have already become due and payable.
9.6 Each Party shall comply with its common law duty to mitigate loss.
10. Termination
10.1 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
a) the other Party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 15 days of that Party being notified in writing to do so;
b) the other Party takes any step or action in relation to its entering administration or being wound up (whether voluntarily or by order of the court), or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or c) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
11. Consequences of termination
11.1 On termination of this Agreement for any reason, You shall immediately pay to Euromoney any outstanding unpaid invoices. 11.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination.
12. Anti-Bribery
12.1 Each Party undertakes that it shall;
a) comply with the Anti-Bribery Legislation.
b) not engage and has not engaged in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
12.2 Each Party has in place its own policies and procedures to ensure compliance with the Anti-Bribery Legislation and will enforce them where appropriate.
13. Modern Slavery
13.1 Each Party shall at all times comply with the Modern Slavery Act 2015 and shall make all reasonable endeavours to ensure compliance with that act by its suppliers.
13.2 Each Party shall have the right to terminate this Agreement with immediate effect should it have reason to believe that the other Party is in breach of its obligations under
clause 13.1.
14. Trade Sanctions
14.1 Neither You, nor any of Your directors, officers, employees or Guests and their directors, officers or employees nor, so far as You are aware, any agents or other persons acting on behalf of any of the foregoing:
a) is listed on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC) or any similar list maintained by the United Nations, the European Union, or any other relevant governmental entity;
b) directly or indirectly, has conducted, conducts or is otherwise involved with any business with or involving any government (or any sub-division thereof), or any person, entity or project, targeted by, or located in any country that is the subject of, any of the sanctions administered by OFAC or any equivalent sanctions or measures imposed by the United Nations, the European Union or any other relevant governmental entity (collectively "Sanctions");
c) directly or indirectly supports or facilitates, or plans to support or facilitate or otherwise become involved with, any such person, government, entity or project; or
d) is or ever has been in violation of or subject to an investigation relating to Sanctions.
15 Assignment
15.1 Euromoney may at any time assign, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under this Agreement.
15.2 You shall not assign, subcontract, delegate or deal in any other manner with any of Your rights and obligations under this Agreement without the prior written consent of Euromoney.
16 Entire Agreement This agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
17 Governing Law and Jurisdiction This Agreement shall be governed by and construed in accordance with the laws of England and Wales and be subject to exclusive jurisdiction of the English courts.