

## EVENT DELEGATE BOOKING TERMS AND CONDITIONS

These Terms and Conditions apply to the booking of a delegate place at an event hosted by the University of Surrey (“**Event**”). Both parties are bound by these Terms and Conditions upon acceptance by the University of Surrey of Your booking.

### 1 Definitions

1.1 In these Terms and Conditions, the following definitions apply:

**Accommodation:** means any accommodation booked in addition to the Event via the online booking system.

**Contract:** means the legally-binding arrangement that You and We enter into when You pay the Fees in full and We email You to confirm Your place at the Event.

**Event Date(s):** means the date(s) on which the Event is due to take place.

**Intellectual Property Rights:** means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

**Fees:** means the fees that You owe Us for reserving Your place at the Event. Fees also means, where applicable, the fees for any Accommodation You book.

**‘University’, ‘We’, ‘Us’ and ‘Our’:** means the University of Surrey, which is a body incorporated by Royal Charter in England and Wales and an exempt charity with whom You will be entering the Contract. Our principal address is Stag Hill Campus, Guildford, GU2 7XH. Our registered VAT number is GB 688 9530 65.

**‘You’ and ‘Your’:** means You, the delegate, who will be attending the Event.

### 2 Agreement with the University

2.1 When We accept Your booking for a place at the Event, You enter into a legally-binding Contract with Us. This Contract requires You to abide by these Terms and Conditions as set out below, as well as any of Our rules and regulations that are relevant to the Event and use of the Accommodation. In the event that the provisions of these Terms and Conditions conflict with the provisions of any other documents forming part of the Contract, You should comply with the provisions of these Terms and Conditions.

2.2 Please read these Terms and Conditions carefully before You book a place at the Event. These tell You who We are, how We will provide the Event services (and, where booked, Accommodation) to You, how You and We may change or end the Contract, what to do if there is a problem, and other important information. If You think that there is a mistake in these Terms and Conditions, please contact Us to discuss.

- 2.3 If We have to contact You prior to, during and/or after the Event, We will do so by writing to You at the email address You provided to Us in Your booking reservation.
- 2.4 Our acceptance of Your booking will take place when We email You a confirmation email to confirm that We have received full payment of the Fees, at which point a Contract will come into existence between You and Us.
- 2.5 When We use the words “**writing**” or “**written**” in these terms, this includes emails.

### **3 Bookings**

- 3.1 Bookings for the Event must be made using the on-line booking system. You are required to pay Your Fees when You book.
- 3.2 Bookings for the Event is based on a first come, first served basis.
- 3.3 Event places are subject to availability and acceptance by Us.
- 3.4 You must notify Us of any disabilities which You have to enable Us to put in place any reasonable adjustments to enable You to access Our services, including any Accommodation, during the Event.

### **4 Fees**

- 4.1 The applicable Fees are detailed on the relevant registration booking form and/or can be obtained from Us upon request. The Fees are subject to change from time to time.
- 4.2 The Fees must be paid in full at the time of submitting an application.
- 4.3 We are only able to accept payments through Our on-line booking system.
- 4.4 All payments of Fees must be made in pounds sterling and are inclusive of VAT and other taxes where applicable. Any currency conversion costs or other charges incurred in connection with the payment of Fees are to be paid in addition to the Fees. No deduction from the Fees for such costs or charges may be made.
- 4.5 Any additional fees incurred, which may include but not be limited to charges for lost key cards, will be payable by You.

### **5 Cancellations and non-attendance**

#### **5.1 Cancellation by the University**

We may cancel the Event if:

- 5.1.1 there are not enough delegates booked for the Event and it is not commercially viable for Us to run the Event; or
- 5.1.2 the Event’s staff and/or speakers fall ill or for other reasons outside Our control are unavailable to participate in the hosting of the Event, and no suitable alternative(s) is / are available; or

- 5.1.3 an event which is outside Our reasonable control, such as a fire or a flood, means that We have to cancel the Event; or
- 5.1.4 any law, government rule, regulation, order or direction, including but not limited to any related to the Covid-19 pandemic, means We have to cancel the Event.
- 5.2 We will notify You about cancellations or postponements as soon as possible. If cancellation is due to insufficient numbers, We will notify You by three (3) weeks before the Event Date at the latest.**
- 5.3 If We cancel the Event, We will, at Your option, either:
- 5.3.1 provide a full refund of the Fees to the extent these have been received by Us;
- 5.3.2 transfer Your booking to the rescheduled Event Date (if the Event has been postponed); or
- 5.3.3 transfer Your booking to another similar Event of Your choosing.
- Unfortunately, we cannot be responsible for any non-refundable travel costs You may have incurred and we suggest You obtain suitable insurance cover.
- 5.4 We will make every effort to provide the Event that matches the way in which it has been described to You in print, online, and/or in person, especially at the point at which You reserved Your place, but in the event that We have to make significant changes to the Event content or venue of the Event then We will let You know as soon as possible. If You do not want to continue with the Event as a result of these significant changes then You will have the right to cancel Your booking for the Event and We will provide a full refund of the Fees. See section 6.3 for further detail.
- 5.5 Cancellation by You
- 5.5.1 You have the right to cancel Your booking with Us for any reason (including if You change Your mind) within a fourteen (14) day cancellation period (the “**Cancellation Period**”). You do not have to give Us any reason for cancelling. The Cancellation Period will expire after 14 days from the day of the conclusion of the Contract. In other words, You will have 14 days from the day after the day We email You a confirmation email to confirm that We accept Your booking and that We have received payment in full of Your Fees.
- 5.5.2 To cancel Your booking, You must clearly inform Us of Your decision to cancel before the relevant Cancellation Period has expired. You may do this via email to [events@surrey.ac.uk](mailto:events@surrey.ac.uk).
- 5.5.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the Cancellation Period has expired. We do not have to have received it before the expiry of the Cancellation Period.
- 5.5.4 Effects of Cancellation during the 14 day period:

- (i) If You cancel Your Contract within the 14 day Cancellation Period, We will reimburse Fees received from You as soon as We can, and no later than 14 days after the day on which We receive notification of Your decision to cancel the booking.
- (ii) We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly asked Us and We have agreed otherwise; in any event, You will not incur any fees as a result of the reimbursement.
- (iii) If the Event, including the provision of any Accommodation, begins during the Cancellation Period, We may deduct from any reimbursement an amount for the Event for the period for which it was supplied, ending with the time when You told Us You had changed Your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract. For the avoidance of doubt, a deduction from any reimbursement may still be made if the Event begins during the Cancellation Period and You chose not to attend the Event and/or stay in any Accommodation prior to sending Us notice of Your decision to cancel Your booking.

5.5.5 If You wish to cancel Your place at an Event after the Cancellation Period has expired:

- (i) For such cancellations received by the University on or before 12 weeks before the Commencement Date, 100% of the Fees, including Accommodation Fees, paid will be refunded, save for the retention of a £25 administrative fee.
- (ii) For such cancellations received by the University less than 12 weeks before the Commencement Date, none of the Fees will be refunded, save that the University reserves the right to provide You with a full refund of the Fees under serious, unforeseen circumstances, including but not limited to serious illness or bereavement. The decision to refund the Fees under such circumstances is at the University's full discretion. Any supporting documentation must be translated if it is not in English.

5.5.6 Subject to Clause 5.3, We are under no obligation to agree to requests to transfer Your booking to another Event. However, if numbers allow and with sufficient notice, We may at Our discretion choose to allow this.

## **6 Changes to services**

6.1 Payment of the Fees in accordance with these Terms and Conditions entitles You to the services described on the University's website in relation to the Event, and to access all parts of the Event You are enrolled on, as well as the available University facilities necessary to attend the Event. Unless indicated otherwise, Fees do not include any other services, including but not limited to: subsistence during Event days; travel; insurance including health insurance; or services or other costs that might arise prior to or during the Event. The University recommends You take out suitable insurances at Your own initiative and cost.

- 6.2 Every effort is made to ensure that all information relating to the Event is correct at the time of going online or to print and the University will seek to deliver each Event in accordance with the description set out.
- 6.3 There may be situations in which it is desirable or necessary for the University to make changes to the Event, either before or after the Event has begun. The University therefore reserves the right, subject to section 5.4 above, to:
- 6.3.1 make reasonable changes to the timetable, location or speakers/hosts specified for the Event;
  - 6.3.2 make reasonable changes to the content of the Event when necessary;
  - 6.3.3 make reasonable changes to the location of any Accommodation;
  - 6.3.4 use selected third party providers when delivering the Event or providing Accommodation; and/or
  - 6.3.5 make changes in response to any statutory or government mandated or recommended guidance or regulations, including in relation to the Covid-19 pandemic.
- 6.4 The views expressed and information provided by University employees and any Event materials provided to You during the Event are intended solely for the purpose of providing You with the services outlined above. They are not intended as advice to be relied on in other contexts. The University does not accept any liability if You do rely on such views, information or materials for purposes other than the Event. You must not use any such materials provided by the University for any other purposes than the ones set out in these Terms and Conditions. In particular but without limitation, use is not permitted for: (i) any commercial purposes; (ii) as an official view or opinion of the University; or (iii) for dissemination without the University's agreement, in particular on social media.

## **7 Intellectual Property and use of the University brand**

- 7.1 All materials provided by the University in relation to the Event (and any Intellectual Property Rights in the same) are and remain the property of the University or, in case of materials belonging to third parties, of the relevant third party.
- 7.2 Use of the University brand, name and/or logo is not permitted without prior written agreement of the University in the form of a contract.
- 7.3 You are not permitted to make video or audio recordings of the whole or a significant part of the Event or of any session within the Event, or use any recordings or photographs for commercial purposes, unless expressly permitted by Us.

## **8 Your behaviour**

- 8.1 It is a condition of Your Contract with Us that You agree to comply with Our applicable rules, policies and regulations as notified to You.
- 8.2 A serious or persistent failure to observe any relevant code, regulation or policy may result in You being asked to leave the Event. In this instance no refund will be given.**

8.3 If You fail to follow these, or behave in a threatening or aggressive manner, or in a way that adversely affects other delegates, students, University employees or contractors, or bring the University into disrepute through Your actions, or fail to comply with the requirements of section 10 in relation to any Accommodation provided to You under that section, We reserve the right to remove You from the Event or exclude You from the University's premises and/or, where appropriate, any Accommodation provided to You under section 10. In serious cases, the Fees may not be refunded.

## **9 Limitation of liability**

9.1 **Nothing in these Terms and Conditions will limit or exclude the liability of the University for death or personal injury arising from Our own negligence, or for fraud or fraudulent misrepresentation.**

9.2 **Otherwise, Our liability to You with respect to the provision of an Event, the cancellation, postponement, or amendment of the Event, any negligence, any breach of these Terms and Conditions, or arising in any other way out of the subject-matter of these Terms and Conditions, is limited to the amount of Fees received from or on behalf of You in respect of the Event.**

9.3 Further, Our liability to You with respect to the provision of an Event, the cancellation, postponement, or amendment of an Event, any negligence, any breach of these Terms and Conditions, or arising in any other way out of or in connection with the subject-matter of these Terms and Conditions, will not extend to: (i) any indirect losses or damages, or to any loss of profits, whether direct or indirect, even if We have been advised of the possibility of those losses or if they were within Our contemplation; or (ii) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

9.4 We do not accept any responsibility or liability in respect of any damage to or loss of any goods, vehicles or property of any kind brought onto or left at the University's premises whether by You or any other person and it is Your responsibility to take good care of Your personal belongings. Any vehicles left on Our premises or goods deposited with Us are left / deposited at Your own risk and without any obligation on Us. We recommend taking out insurance, as We do not provide any insurance cover to You.

## **10 Accommodation and Your obligations**

10.1 Where applicable, You may be able to book Accommodation at the same time as booking Your place at the Event. Provision of such Accommodation will be subject to the following conditions: (i) Your booking has been accepted and the Fees have been paid in full; (ii) any Accommodation Fees have been paid in full; and (iii) You have not brought this Contract to an end in any way.

10.2 When We provide Accommodation to You, You agree to abide by and comply with the rules and regulations of that residence as provided to You. In particular, You must observe instructions governing safety and security and do nothing to compromise Your own or other residents' safety and security. You should also behave courteously to other residents, staff and visitors at the Accommodation. Please note that it is a requirement of the Accommodation to leave the room in a clean and tidy state. If You do not comply with these requirements, You may be asked to leave the Accommodation and We shall have no further obligation to provide You with such Accommodation or reimburse costs.

10.3 The provisions at section 9 above also apply to any liability We have to You with respect to the provision of Accommodation under this section.

## **11 How We may use Your personal information**

11.1 The University will use Your personal information in accordance with its data protection policy and privacy notices on Events, which are located here: <https://www.surrey.ac.uk/events-privacy-notice>.

11.2 We will at all times comply with the Data Protection Act 2018.

11.3 We will retain Your personal information to contact You with marketing information and other University-related information that We would normally send to Our Event delegates.

11.4 We may ask You to complete anonymous feedback surveys at the end of the Event, the results of which We will circulate to relevant members in the University and externally for marketing purposes.

11.5 Where You have given Your consent, We will use any video and photographic images of You and the Event for promotional campaigns and/or to engage with the wider community.

## **12 Complaints**

12.1 If there is a problem with the booking process, or if You have any questions or complaints about the Event or Accommodation, please contact Us. You can contact Us by email at [events@surrey.ac.uk](mailto:events@surrey.ac.uk).

## **13 Governing Law**

13.1 These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales and You irrevocably submit to the exclusive jurisdiction of the English courts. If You are a consumer based outside of England, You may also bring proceedings in Your local courts.

## **14 Other important terms**

14.1 Nobody else has any rights under this Contract. This Contract is between You and Us. No other person shall have any rights to enforce any of its terms. Neither You nor We will need to get the agreement of any other person in order to end the Contract or make any changes to these terms.

14.2 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.3 Even if We delay in enforcing this Contract, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under these terms, or if We delay in taking steps against You in respect of Your breaking this Contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date. For example, if You are accepted without making a payment and We do not chase

You but We continue to provide access to the Event and/or Accommodation, We can still require You to make the payment at a later date.

- 14.4 The Contract constitutes the entire agreement between You and Us and supersedes all previous agreements between You and Us, whether written or oral.