

## ONLINE EVENT BOOKING TERMS AND CONDITIONS

This document (together with the documents referred to in it) tells you the terms and conditions on which we, Earlham Institute ("EI"), enable you ("You", "Your") to make an online booking in respect of any of Our courses, conferences or seminars ("Courses") and/or social and networking events, or any other events to be hosted by EI from time to time, (together being "Events") listed in Our brochures and flyers and on Our website [www.earlham.ac.uk](http://www.earlham.ac.uk) ("site") or via any other EI approved method (i.e. third party websites, EI affiliates or a marketing outlet acting on behalf of EI).

Please read these terms and conditions carefully before booking any of Our Events. You should understand that by booking any of Our Events, You agree to be bound by these terms and conditions which shall include the disclaimer and privacy policy available on the site.

You should print a copy of these terms and conditions for future reference.

Please understand that by booking any of Our Events online You agree to accept these terms and conditions.

If you have any queries regarding Our Events or in relation to Your booking, please contact us at [training@earlham.ac.uk](mailto:training@earlham.ac.uk)

### Who you are buying from

Earlham Institute (EI), Norwich Research Park, Norwich, NR4 7UZ, UK is the organiser and promoter of the 'EI' events listed on the site. All details of an event are available from the site.

### Your status

By making an online booking You warrant that:

- You are legally capable of entering into binding contracts; and
- You are at least 18 years old.

You may be asked to verify Your age at the Event. If you are unable to produce sufficient identification We are entitled to refuse you entry to the Event and You may not be entitled to a refund.

### How the contract is formed between You and EI

After completing Your online booking, you will receive an email from EI confirming Your booking.

This email will state the booking has been confirmed and that Your payment has been verified (the "**Booking Confirmation**"). The contract between You and EI ("**Contract**") will only be formed when We send You the Booking Confirmation.

The Contract will relate only to those Events which We have confirmed in the Booking Confirmation.

There are a limited number of places at each Event and these will be allocated in order of receipt of bookings. EI reserves the right to reject Your online registration due to the allocated number of places being exceeded or for any other reason without explanation.

Once We have confirmed Your Booking Confirmation, You have no right to cancel the contract unless we notify you of a significant change to the Event. You may however request a refund in line with Our refunds policy below.

### **Event content**

EI reserves the right to make changes to the published programme of an Event (but not the overall content), for example to timings and/or speakers if one of the advertised speakers is unable to attend. Where EI considers the changes to the content to be significant, EI will notify You of the proposed changes by email and You will be entitled to cancel the Contract within 14 days of the notification. Where EI does not consider the change to be significant, You will not be entitled to cancel.

### **Event Venue**

Our Events are primarily held at EI premises but may be held at external venues. You acknowledge that EI may have to change the published venue for the Event for reasons beyond Our control and in such cases, You will not be entitled to cancel unless the change in venue represents a significant disadvantage to You. You have 14 days to cancel once EI notifies you of the change of venue.

You are fully liable for any loss or damage which You cause to EI premises or that of an external venue. You agree to adhere to all housekeeping rules, procedures and policies (including policies as to behaviour and conduct) that may be in place at any venue from time to time.

If you have a disability or medical condition that requires special arrangements to be made, please notify EI of Your requirements when making Your booking.

### **Price and payment**

The price of any of Our Events will be as quoted on the site, except in cases of obvious error. These prices are exclusive of VAT.

Unless agreed as part of the Event You will be responsible for making Your own arrangements for any travel, subsistence and accommodation required for attending an Event.

Prices are liable to change at any time, but changes will not affect bookings in respect of which EI has already sent You a Booking Confirmation, except in cases of obvious error. EI reserves the right to promote and sell bookings at discounted prices via the site and via affiliates or other third parties and by other means other than the site. You will not be entitled to a refund in the event that You have paid a higher rate when compared to discount or promotion price.

You may pay for Your booking online by credit and debit card. We regret that we cannot accept cheques, credit notes or cash as payment for bookings are made online through Our payment processor. Credit and debit card payments made online through the site are processed by WorldPay, a leading internet payment service provider (or any substitute We use) ("**Payment Processor**").

### **Personal information**

EI will take Your name, address and other details ("**personal information**"). You will then be transferred to the Payment Processor's website to enter Your credit or debit card details and finalise the payment process.

The Payment Processor will need to know certain personal information about You in order to process payment for the booking. **You hereby consent to the transfer by EI to the Payment Processor of such personal information as is necessary to process Your payment.**

EI will not have access to payment details provided to the Payment Processor.

Please note that EI cannot guarantee the security of data which You send us by email. Accordingly, please do not send EI any payment information using email.

Information provided in your application will be shared with relevant personnel for the purposes of selection where the Event is an open application with selection process.

Additionally, if accepted for the Event, the information you provide in your application, including but not limited to nationality, country of residence, affiliation, career profile and funding used to attend the Event, is anonymised and stored for reporting to funding agencies, governing bodies and advisory boards. Data will typically be anonymised within one month after completion of the Event, except during busy periods with many or large events, in which case data will be anonymised as soon as is practicably possible. For more information see our [Data Policy](#).

During the Event EI may take photographs and/or videos for the purposes of promotion of our events programme, dissemination of information about our Event via news stories published to EI website and for the purposes of reporting to our funding agencies, governing bodies and advisory boards. By attending the Event you agree to the use of any photographs and videos taken at the Event in which you may be identifiable. If you wish to be excluded from such photographs and videos, you agree to identify yourself at the start of the Event to a member of the Event organising team.

### **Payment verification**

Your booking will be processed only after Your billing information has been verified to EI by the Payment Processor. In the event that Your booking payment is declined by the Payment Processor, Your booking will not be processed further and You will not receive any Booking Confirmation from EI.

In the event of declined payment, You will receive notification from the Payment Processor that the payment has been declined and You will need to resubmit Your payment application through

the Payment Processor until verification is confirmed to EI. EI cannot hold places open pending verification of Your payment.

### Cancelled Events

Very rarely, the Event may need to be cancelled or postponed. If the Event is cancelled EI will contact You and post a notice on the site.

EI shall be entitled to cancel Your booking where we need to do so due in circumstances outside of Our control (including, but not limited to, situations where sufficient numbers have not booked for the Event or the speakers are unavailable or cancel the Event). EI shall have no liability for losses or costs which You may incur due to such cancellation but we shall refund Your booking payment (in full as soon as possible) or offer You an alternative Event if one is available. You have the choice of accepting the refund, a credit note or attending the alternative Event.

EI will usually refund any money received from You using the same method originally used by You to pay for Your purchase but reserve the right to refund using an alternative method.

If an event is cancelled or rescheduled, EI will endeavour to contact You using the email address that You have provided. EI will keep evidence of the cancellation notice sent to You. EI shall not be liable to You where the email does not arrive and therefore cannot guarantee that you will be informed of such cancellation before the date of the Event. It is Your responsibility to provide a valid email address at the time of booking and to provide EI with an alternative email address if Your email address changes before the date of the Event.

### Our refunds policy

All requests for cancellations and/or transfers must be received in writing to the above address or emailed to [training@earlham.ac.uk](mailto:training@earlham.ac.uk). As set out above, EI is under no obligation to accept a cancellation of transfer.

If We accept Your request for a transfer, the changes will become effective on the date of when You receive written confirmation.

In accordance with EI's right to vary the online event booking terms and conditions, please note that any accepted cancellation will be refunded in accordance with EI's refund policy as shown below:

<b>Days' notice before the start date of the event</b>	<b>Refund applicable</b>
Up to 30 days prior to event	100% minus booking fee and any non-refundable costs incurred by EI on your behalf
15-29 days prior to event	50% minus booking fee and any non-refundable costs incurred by EI on your behalf
0-14 days prior to event	No refund will be given

Substitute attendees may be accepted by EI, at EI's sole discretion, provided that the substitute attendee meets any applicable eligibility criteria for the relevant Event. If You fail to attend an Event for which You are registered and have not given EI prior notice then You shall not be entitled to any refund or otherwise pursuant to EI's refunds policy stated in these terms.

You may be required to show photographic identification at the Event registration desk. Failure to supply suitable identification may prevent Your entry to the Event and You will not be entitled to a refund if You are refused entry for such reason.

EI reserves the right to refuse admission to, or eject You from the Event if Your conduct is considered by EI, or its agents at an Event, to be disorderly (this includes the use of abusive language) or where Your behaviour places other people at the Event at risk of injury. You will not be entitled to any refund where You have been refused admission to or ejected from the Event for such reasons.

### **Event security**

For the security of all attendees EI prohibits alcohol, drugs and controlled substances from being brought into the Event. You may be subjected to a security search on entry to the Event. You will comply with all security rules that EI or Our agents ask you to comply with during the Event.

If You decline to be searched You may be denied entry to the Event and You will not be entitled to receive a refund from EI.

### **Rights in materials**

All intellectual property rights (including all copyright) in materials provided to You during or for the purposes of any of Our Events (including, without limitation, Course notes, slides, brochures, articles or case studies) are Our property or that of Our licensors. You are entitled to use such materials only for Your own personal use. You are not entitled to copy such materials (except as permitted by law) including posting such materials online or on social media. You are not entitled to use or authorise others to use such materials, or make such materials available, for any commercial purposes. Please note that materials (if any) shall only be made available to You on the day of the relevant Event.

### **Our liability**

Subject to the following paragraphs, EI will be responsible for any losses You suffer as a direct result of EI breaching these online event booking terms and conditions if those losses were reasonably foreseeable to both You and EI at the time the Contract was formed. EI's liability to You under these online event booking terms and conditions will not exceed the total price charged for the Event(s) that You have booked or £100 (if higher).

Subject to the paragraph above, Event attendees shall be required to keep their personal belongings with them at all times and EI accepts no liability for damage to, or loss of, personal belongings.

El does not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned on El premises or at external venues save for any damage caused by Our negligence. In these circumstances El's liability shall be limited to the amount of our insurance for such losses.

El will not be liable to You or any third party for any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or any other loss or damage which does not result directly from El's actions or the actions of Our sub-contractors or agents, is consequential or was not reasonably foreseeable to both You and El when the Contract was formed. El will not be liable for any loss or damage (including but not limited to revenue, profits, equipment or samples) resulting from Your use of information given through our events.

Nothing in these online event booking terms and conditions excludes El's liability to You for personal injury, death or fraud caused by El's negligence.

### **Written communications**

Applicable laws require that some of the information or communications El sends to You should be in writing. When using the site, You accept that communication with El will be mainly electronic. El will contact You by e-mail or provide You with information by posting notices on the site. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that El provides to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights.

Communication made by You to El must be by email to [training@earlham.ac.uk](mailto:training@earlham.ac.uk) or in writing (not email) to the above address.

### **Publicity**

El may use photographs and videos taken at Events in publicity and marketing materials, including use on the site. Your attendance at an Event may mean that You are featured in such photographs and videos and You are deemed not to object to the taking of such photographs and videos as detailed above. If You do not wish to be included in any photograph and/or video, please notify the photographer/videographer at the relevant Event prior to the photographs and/or videos being taken.

### **Recording, transmission and exhibition**

You agree not to record or transmit, or aid in recording or transmitting, any description, account, picture, or reproduction of the Event unless permission has been given by El or Our agent prior to the Event. El may prohibit any sound and video recording equipment (including but not limited to cameras and mobile devices with recording functions) from being taken into or used within the venue, Presenters may request that You turn off Your mobile phone and any recording devices during the Event. If You are found to be in breach of these conditions You may be ejected from the Event and will not be entitled to a refund.

**Events outside Our control**

El will not be liable or responsible for any failure to perform, or delay in performance of, any of El's obligations under a Contract that is caused any act, event, non-happening, omission or accident beyond Our reasonable control ("Force Majeure Event") and includes in particular (without limitation): strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; and/or the acts, decrees, legislation, regulations or restrictions of any government.

El's performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and El will have an extension of time for performance for the duration of that period. El will use reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations under the Contract may be performed despite the Force Majeure Event.

**Entire agreement**

These terms and conditions and any document expressly referred to in them represent the entire agreement between You and El in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

**Our right to vary these terms and conditions**

El has the right to revise and amend these terms and conditions from time to time to reflect changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in El's system capabilities.

You will be subject to the policies and terms and conditions in force at the time that You place a booking with El, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to bookings previously made by You), or if El notify You of the change to those policies or these terms and conditions before sending a Booking Confirmation (in which case El has the right to assume that You have accepted the change to the terms and conditions, unless You notify El to the contrary within seven working days of receipt by You of the Booking Confirmation).

**Law and jurisdiction**

Contracts for the booking of Events through the site will be governed by the law of England and Wales. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.