

Terms and Conditions for Delegates attending an Event

The following conditions apply from the date we receive confirmation of a booking from you, for an “Event” being hosted by the University of Aberdeen (hereinafter the “University” or “us” or “we”). In these conditions you are the person, firm or company making the booking (hereinafter the “Delegate” or “you”). “Agreement” means these conditions with our acceptance of your registration for a place at the relevant Event in writing (including by electronic email).

1. Health & Safety

Delegates will at all times abide by the venue’s health and safety regulations. Whilst attending an Event, Delegates must comply with reasonable instructions given by the Event organisers or other University staff.

2. Data Protection

Information provided by Delegates is confidential and will be held by the University in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation; it will be used for course administration purposes.

3. Payment

Payment for registrations can be made using the University’s event management software. If the Delegate opts to pay by invoice, the University will issue an invoice on registration of the Delegate. Such invoice shall be paid within thirty (30) days of receipt. VAT, where applicable, shall be chargeable at the prevailing rate.

The University reserves the right to charge interest at the rate of 2.5% for each month or part thereof that the invoice remains outstanding. The terms and conditions of the University’s credit policy shall apply.

4. CHANGES TO AN EVENT

4.1. Whilst our Event programmes are correct at the time of publication, in certain circumstances, it may be necessary for us to alter the format, content, delivery media, venue and/or timing of an Event. The identity of the speakers on the day, the topics they cover or the timing of their session may be changed at any time without notice.

4.2. We:

- 4.2.1. reserve the right to delete or change any aspect of the content and/or any of the technical specifications relating to an Event or any aspect of the same. You agree and acknowledge that such changes may result in you being unable to access the whole or any part of an Event for some time;
- 4.2.2. reserve the right to cancel the Event at any time; in such circumstances, we will refund any sum paid by you to us;

4.2.3. shall be entitled once in any twelve-month period to postpone the Event for a reasonable period of time (but not exceeding 12 months); we shall notify you of any such postponement and, in such Event, you shall not be due a refund. If we shall so postpone the Event, we shall use our reasonable efforts to limit the delay to as short a period as is practicable, and may change the venue or media of the Event in accordance with clause 4.2.4 below in order to hold the Event within such 12-month period. If the Event is postponed for more than a 12-month period, then a full refund will be due; and/or

4.2.4. change at any time the media through or on which, or the venue at which, the Event will be available for attendance, whether in person or by any remote or digital media, including webinar, video-conference, teleconference or web-based delivery. We will not issue any refund to you in the Event of any such change.

4. Cancellations

In the Event of cancellation by you, a refund of the registration fee, less an administrative charge will be made, provided that notice is received in writing by the University no less than 45 days before the Event. It is regretted that cancellations received after this time will be liable for the full Delegate fee. Substitute delegates may be made at any time at no extra charge. If the University cancels the Event, you will receive a full refund.

5. Delegates Responsibilities

- 5.1 you shall act in a proper and orderly manner, leave promptly at the appropriate time and comply with all reasonable requests the University staff or the venue's staff may make of you while at the Event. If you do not comply with this condition, you will pay the University compensation for any loss that this causes the University, including any legal fees reasonably incurred.
- 5.2 you promise us you shall not bring any food or drink into the premises where the Event is held ("Premises") or consume at the Premises any prize won during the Event (unless we specifically allow you, in writing, to do so and we will have no liability whatever in respect of the consumption at the Event of any food or drink which we or the venue have not supplied).
- 5.3 Any property that you bring onto the Premises is brought entirely at your risk and we will not assume custody of any such items. Subject to the Hotels Proprietors Act 1956, the owners of the Premises will not accept any liability for damage or loss to items of property that are left unattended or overnight within the Premises.
- 5.4 It is the sole responsibility of the registered Delegate and/or the third party who registered the delegate to ensure that they are properly insured which should include adequate Personal Accident and Travel insurance prior to attending any Event requiring travel abroad.. As a matter of good order, the registered Delegate should also ensure that they have Employer's Liability and/or Public Liability insurance cover as is most appropriate.
- 5.5. The registered Delegate is responsible for ensuring that they have all necessary up to date travel documentation, including visas and other entry permits into any jurisdiction and they comply with all health formalities and any applicable laws in any jurisdiction where the Event is being held. The University is not responsible for arranging or assisting delegates in obtaining travel visas.

6. Force Majeure

The University shall not be liable for performing its obligations under this Contract by circumstances beyond its reasonable control including but not limited to, acts of god, explosions, fire, accident, war or threat of war, terrorism or threat of terrorism, epidemic, pandemic, quarantine restriction or measures of any kind on the part of the government, parliamentary or local authority, industrial actions. Such performance shall be suspended, and where the obligations of the University cannot be completed within a reasonable time the Event will be cancelled with the repayment of Delegate fees for any uncompleted element of the Event program. The University will not be liable for any costs associated with such cancellation other than the fee paid by the Delegate hereunder

7. Accuracy of Information

Whilst the University shall endeavour to ensure the accuracy and relevance of any information or materials provided to Delegates as part of any Event, the University shall not be liable for and the Delegate shall be entirely responsible for the use to which it puts such information or materials. No representation or warranty of any kind is made or given by the University as to the suitability of any information or materials for use for any particular purpose.

8. Liability

- 8.1 The University will not accept responsibility for death, injury, disease, theft or damage to property unless the University or its employees are found to be negligent.
- 8.2 The University's aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the greater of (i) £50, and (ii) the total amount paid to us by you under this Agreement for your attendance at the Event.

9. Intellectual Property

Save for where provided otherwise in these Event terms and conditions, distributing, sharing, copying, posting, scanning, forwarding, selling, publishing, retransmitting or otherwise providing access to any part of the Content to anyone without our express prior written permission, is not authorised and may be a violation of national copyright law and the UK Copyright, Designs and Patents Act 1988. "Content" means all materials, data, information and products provided as, relating to or forming part of the Event.

10. Applicable Laws

The University and the Delegate shall comply with all applicable laws, regulations and statutes including, but not limited to, those relating to data protection, modern slavery, equality and anti-bribery as set out in the General Data Protection Regulation (EU 2016/679), Data Protection Act 2018, Modern Slavery Act 2015, Equality Act 2010, Bribery Act 2010 and other analogous legislation.

11. Governing Law

This Contract shall be governed and construed in accordance with the Law of Scotland. All disputes arising hereunder shall be subject to the exclusive jurisdiction of the Scottish Courts.