

## **TERMS AND CONDITIONS FOR EVENT BOOKINGS AT THE UNIVERSITY OF DURHAM**

These terms and conditions, along with any special terms which may be set out on the relevant event registration/booking page are applicable to all events, activities and conferences (each an “Event”) provided by, or on behalf of the University of Durham (the “University”). By making a booking or registering for an event (your “Booking”), you understand that you are entering into a binding contract with the University, whose registered address is the Palatine Centre, Stockton Road, Durham, DH1 3LE and thus you accept and agree to be bound by these terms and conditions. Your Booking and these terms and conditions set out the rules and policies for attendees at Events, and the University’s commitment to you in respect of delivery of Events.

### **1. BOOKING A PLACE AT AN EVENT**

- 1.1. To Book a place or places at an Event, your Booking Form must be submitted electronically to the University and such electronic submission of the Booking Form shall constitute acceptance of the University’s offer to attend the Event and agreement by you to be legally bound by the terms set out herein. Where the University accepts your Booking, the University will send a confirmation email (“Booking Confirmation”) to the email address you provide at the point of Booking. The Booking Form, these Terms and Conditions and the Booking Confirmation will form the entire agreement between the Parties for attendance by you and those you may additionally book on behalf at the Event (hereinafter the “Contract”). In the event of any conflict between these terms and conditions and any Special Terms included in the Booking Form or Booking Confirmation, the latter shall take precedence. All Bookings are considered provisional until the Booking Confirmation is sent by the University to you, upon which the Contract shall be considered to be in force.
- 1.2. In making a Booking, you warrant that all information provided to the University in the Booking Form is accurate and complete. You understand that the University is relying upon this information and, should this information prove not to be accurate or complete, you would bear any liability arising as a result.
- 1.3. Events can be Booked directly by attendees, on an individual basis, by one attendee on behalf of others, by corporate clients on behalf of their employee delegates, and/or by a parent on behalf of their minor child or children. Where a Booking is made by you on behalf of others, the individual or organisation making the Booking acknowledges and agrees that they are responsible to ensure that all attendees on whose behalf a Booking is made, is made aware of, understands and agrees to adhere to the terms of the Contract. The individual or entity making the Booking shall at all times be responsible and liable for any and all breaches of the Contract by themselves and/or any attendees on whose behalf a booking has been made.
- 1.4. By making a Booking on behalf of another organisation/person, you warrant to the University that you have the necessary authority to act on its/their behalf. In the event that you do not have the appropriate authority to execute a contract on behalf of that organization or individual, then the University may hold you personally liable for the

commitments made in the Contract. Before submitting a Booking Form on behalf of another organisation/person you should check you have the necessary authority to do so, to avoid embarrassment.

- 1.5. In the event that you wish to increase the number of attendees booked to attend the Event, you can either make an additional Booking, or in the event this is no longer possible, you can submit a written request to do so, to the University as soon as reasonably practicable. Where possible, the University shall endeavour to accommodate such a request, but at all times, the University reserves the absolute right to refuse such a request where insufficient space or resource is available to accommodate the request. Where such a request is accepted, the University shall issue a modified Booking Confirmation, confirming any additional Charges payable.
- 1.6. In the event that following a Booking, you wish to decrease the number of attendees booked to attend an Event, you should submit a written request to do so to the University as soon as reasonably practicable. For Events for which charges are payable, cancellation charges may be payable in respect of any places cancelled, as set out in Clause 3 below.
- 1.7. In making a Booking, you acknowledge and agree that any Booking accepted by the University is personal to you or your organisation, and you are not entitled to offer any places at the Event to any other individual or organization, nor are you entitled to assign, or subcontract the Contract to any other party, organisation or individual without the express written consent of the University.
- 1.8. Bookings can be made for a variety of Events, which may be delivered via a variety of systems and/or platforms, some virtually and some Events can be attended in person. The method of delivery for each Event shall be stated on the Event Booking Page relevant to each Event. Where Events are to be attended in person, the venue and start times shall be as set out in the Event Booking Page. Where Events are being delivered virtually, the start times and media for delivery shall be set out in the Event Booking Page. Where Events are being delivered in a 'hybrid' format with the option to attend either virtually or in person, your method of attendance should be indicated at the point of Booking.
- 1.9. Bookings for Events which are available for attendance in person, may include supply by the University of additional goods and/or services, such as refreshments and/or other hospitality. Any such additional goods and/or services shall be limited to those detailed in the Event Booking Form and, shall be supplied by the University strictly subject to availability.
- 1.10. At the point of Booking, some Events may offer you the opportunity to book additional services, such as accommodation for attendees. Where you choose to make additional bookings of this nature, with the exception of accommodation for attendees at an Event which is provided for under the provisions of clause 8 below, such bookings do not form part of the Contract and shall be subject to additional terms and conditions and shall incur additional charges.

## 2. CHARGES

- 2.1. The costs to you for you Event Booking and any included Services shall be the Charges calculated in accordance with the Booking Form and confirmed to you by the University in the Booking Confirmation email. Payment of the Charges should be made via the methods specified in the Event Booking Form.
- 2.2. In the event that the Event you are Booking does not require automated payment by credit or debit card at the time of Booking, the University shall issue a sales invoice following submission of your Booking Form. Instructions of how to pay such charges shall be as detailed in said invoice. Where you have not paid by credit or debit card at the time of Boking, your Booking shall not be confirmed until you have settled any charges invoiced.
- 2.3. Payment shall be made to the University without any deduction or set off. The University reserves the right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.
- 2.4. Interest on an overdue invoice shall accrue (on a daily basis) from the day when payment becomes due until the date of payment (whether before or after judgment) at a rate of 4% above Barclays Bank Plc's base lending rate at the time of the relevant invoice.

## 3. CANCELLATION OF A BOOKING

- 3.1. In the unfortunate event that you need to cancel your Booking, you should notify the University as soon as possible by either clicking the link provided in your Booking Confirmation email, or by emailing [conferenceadministration.service@durham.ac.uk](mailto:conferenceadministration.service@durham.ac.uk).
- 3.2. Where the University receives notice from you of cancellation of a Booking on or before the cancellation date stated in your Booking Confirmation email, cancellations shall be free of charge, and any charges paid shall be reimbursed to you within 30 days.
- 3.3. Where you cancel any Booking after the cancellation date stated in your Booking Confirmation email, any charges paid in respect of such Booking shall be non-refundable.

## 4. CANCELLATION OF AN EVENT

- 4.1. The University reserves the right in its absolute discretion and without giving reasons, to refuse or cancel any Booking or the Event at any time, prior to the Event date. The University accepts no responsibility or liability for any inconvenience or loss caused to you or any attendee Booked to attend the Event arising as a consequence of such cancellation, particularly where such cancellation arises due directly or indirectly to any

event or circumstance beyond the University's reasonable control, including without limitation: any event of fire, flood, earthquake, elements of nature or Acts of God, acts of war, terrorism, riots, malicious damage, civil disorders, rebellions or revolutions, strikes or lockouts, court orders, police orders, pandemic, IT failure or third party failure or non-performance.

## 5. VIRTUAL ATTENDANCE AT AN EVENT

5.1. Where you Book places to attend an event virtually, you acknowledge and agree the following:

- 5.1.1. You are solely responsible for ensuring you and any attendees on whose behalf you have Booked have appropriate computer and telecommunications equipment necessary for attendees to partake in the Event, including appropriate working microphone, audio, and visual displays and with up-to-date versions of any relevant software. Such equipment should be in full working order and compatible with the system of delivery of the Event, as set out in the Event Booking Page;
- 5.1.2. Where the system of delivery of the Event allows or requires attendees to participate with a working camera and/or microphone, attendees are fully responsible for their own privacy, including any items, locations or third parties which may be captured and visible to other participants along with your image, or be audible via your microphone;
- 5.1.3. Attendees attending Events virtually, should at all times be respectful of the needs and participation of other attendees, and should follow any instructions and/or advice given by Event organisers regarding required etiquette, or management of contributions/participation in the Event;
- 5.1.4. The University accepts no responsibility or liability in the event that any attendee is unable to access and/or attend a virtual Event due to technical failure of attendee computer, telecommunications or audio-visual equipment, or any failure to have appropriate, up-to-date software; and
- 5.1.5. In the event any attendee is considered in the reasonable opinion of the University to be disrupting the Event in any way, breaching the terms and conditions of the Contract, any policy of the University, or to present any privacy concern to organisers, the University reserves the right at all times, to terminate an attendee's participation, without liability to you or the attendee.

## 6. ATTENDANCE AT AN EVENT IN PERSON

6.1. In Booking an Event which you and/or the attendees shall attend in-person, you hereby undertake to the University to ensure you and your attendees:

- 6.1.1. access and use the Event venue only for the purpose of attending the Event as stated in the Booking Form;
- 6.1.2. do not to use the Event venue or any part of the Event venue for any activities which could reasonably be considered to be dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to the University or the owner or occupier of any neighbouring property;

- 6.1.3. do not to do anything which might invalidate any insurance maintained by the University in respect of the Event venue or which might reasonably be expected to raise any insurance premium payable for the Event venue;
  - 6.1.4. do not to bring to the Event venue or any part of it any animals (except guide dogs for the blind) and/or wines, spirits, food or beverages without the prior consent of the University;
  - 6.1.5. to indemnify the University in respect of the cost of making good any damage caused to the Event venue suffered during the Event (excluding only fair wear and tear) as a consequence of any action or inaction on the part of you or your attendees;
  - 6.1.6. to indemnify the University against any damages, losses, costs, claims or expenses incurred by the University towards a third party arising by reason of your or your attendees' negligence breach of the terms of the Contract; and
  - 6.1.7. ensure you and your attendees access the Event venue only during the period agreed on the Booking Form and to ensure that you and your attendees have left the Event venue and removed all personal property on conclusion of the Event.
- 6.2. You acknowledge and agree that the University reserves the right to judge acceptable levels of noise or behaviour at the Event by attendees. You must ensure and, are solely responsible for, your attendees' compliance with the University's directions as to noise or appropriate behaviour.
- 6.3. The University reserves the right to exclude or eject any person from the Event or the Event venue where the University reasonably considers such person to be objectionable; and to terminate the Contract and stop the Event without liability to refund any charges to you or offer any form of compensation, where necessary to prevent or terminate unacceptable noise or behaviour. You shall indemnify the University against all and any losses, costs, damages and expenses suffered or incurred by the University arising out of any exclusion, ejection, termination or stopping the Event as a result of any unacceptable behaviour on the part of you and/or your attendees.
- 6.4. The University reserves the right to charge you in full for any damage or destruction of property belonging to the University and for any unusual cleaning bills caused by or resulting from the activities of you or those of your attendees at the Event.
- 6.5. The University may wish to take photographs during a hosted event, unless stated otherwise in writing, you and your attendees give the University permission to use these photographs for internal and external marketing purposes.
- 6.6. You and your attendees must comply fully with the University of Durham Health and Safety Management Standards, a copy of which can be found on <https://www.dur.ac.uk/healthandsafety/managementstandards/> or as can be supplied on request by.

- 6.7. All personal property brought onto any Event venue is brought at attendees' own risk, and the University accepts no responsibility or liability for any personal property attendees lost or damaged at any Event.

## 7. CHANGES TO THE VENUE OR METHOD OF DELIVERY OF AN EVENT

- 7.1. Where the University has reasonable, legal, commercial or operational reasons for doing so (including, but not limited to, health and safety concerns, the carrying out of works on the relevant Event venue or the Event venue being otherwise unavailable, availability of resources), the University reserves the right to change:
  - 7.1.1. the Event venue for an alternative premises which, in the reasonable opinion of the University is of equal suitability for the Event;
  - 7.1.2. the content of the event (including speakers); and/or
  - 7.1.3. the method of delivery of the Event from hybrid delivery and/or attendance in-person, to virtual delivery only.
- 7.2. In the event such changes should become necessary, the University shall use all reasonable endeavours to notify you as soon as reasonably practicable.

## 8. BOOKINGS WHICH INCLUDE ACCOMMODATION AT THE UNIVERSITY

- 8.1. Whereas part of your Booking, you have selected any number of nights stay in accommodation at the University (the "Accommodation") for yourself or on behalf of other attendees while attending an Event, you acknowledge that you understand that the Accommodation shall be located within the Colleges of the University of Durham, and therefore are aware that all such accommodation is customarily used for student residence during the University's academic terms.
- 8.2. You understand that although the University of Durham will use all reasonable endeavours to accommodate any specific request you may make in regards to the position, floor, facilities etc in relation to the Accommodation, we cannot guarantee these will be met. At all times, we reserve the right to withdraw specific bedrooms or suites from service and allocate an alternative for your Accommodation.
- 8.3. The Accommodation will be made available for attendees to access from 2.00pm on the date your Booking commences. Attendees must vacate the Accommodation by 10.00 am on the day of your Booking concludes.
- 8.4. Facilities may be offered for storage of your attendees luggage and other personal items in the event transport is scheduled to depart later than 10am on the date of your attendees' departure, however, should attendees wish to take advantage of such facilities, you understand and you shall ensure that your attendees understand and agree that they do so at their own risk, and understand that the University shall not be responsible for any theft, loss or damage suffered to any such luggage. A surcharge will

be added to your account in the event that your attendees fail to vacate the Accommodation by 10.00 am on the day your Booking concludes.

- 8.5. The University shall use its best endeavours to accommodate the needs of guests with disabilities, however regrettably, due to the historic nature of the Accommodation; some parts of the Accommodation are unsuitable for guests in wheelchairs as access to some public areas may be via steps/heavy Fire Doors. If you or your attendees feel this may affect their ability to use the Accommodation, you should contact us in advance, to check the Accommodation will suit your needs.
- 8.6. Car parking at the Accommodation may be provided subject to availability. Where car parking facilities are provided at the Accommodation, attendees must ensure that their car registration details are provided to staff on request.
- 8.7. The Accommodation is provided under a strict No Smoking policy and you must therefore ensure that attendees and any guests allowed to enter the Accommodation comply with this policy. In the event that any attendee or any guest allowed to enter the Accommodation breaches this policy, we reserve the right to charge you for any associated cleaning costs or any other loss or damage incurred as a result of such breach. Attendees and/or any of their guests will be asked to leave the Accommodation should they be caught smoking outside of the designated smoking areas.
- 8.8. Accommodation is provided as a package, and therefore the University is under no obligation to offer any adjustment to such charges in the event of any temporary absence from the Accommodation for any reason, any inclusive meals your attendees choose not to take, or, in the event of premature departure from the Accommodation for any reason.
- 8.9. You hereby accept full responsibility for the behaviour of attendees who stay in the Accommodation under your Booking and any of their invited guests for the duration of their stay.
- 8.10. You hereby confirm you understand acknowledge and agree that:
  - 8.10.1. The University reserves the right to judge acceptable levels of noise or behaviour, whether this is by yourself, your attendees or any of your invited guests. You must ensure, and are solely responsible for ensuring that any attendees and/or their guests allowed to enter the Accommodation, shall comply with all directions given by our staff in regards to noise and appropriate behaviour;
  - 8.10.2. The University reserves the right to exclude or eject any person from the Accommodation where the University reasonably considers such person to be objectionable. In the event of such an occurrence, the University shall be free to do so, without any liability to refund to you any charges paid or offer any form of compensation.
  - 8.10.3. In booking a stay in the Accommodation for any attendee at an Event, you hereby indemnify the University against all and any losses, costs, damages and expenses the

University may suffer or incur arising out of any exclusion, ejection, termination and circumstances giving rise thereto, and for any loss or damage suffered by the University as a result of the action of any attendee staying in University under your Booking; and

- 8.10.4. You shall be fully liable for any damage or destruction of the Accommodation or any property belonging to the University of Durham and for any unusual cleaning bills incurred as a direct result of any negligent act or omission you or any attendee under your booking may commit during the course of your stay at the Accommodation or by the actions of any guest they may invite to the Accommodation.
- 8.11. Attendees shall be solely responsible for the safeguard of all personal belongings taken into any public area of the Accommodation during the duration of your stay. The University shall accept no responsibility for any loss or damage to any personal belongings deposited in cloakrooms or left unattended in public areas of the Accommodation.
- 8.12. Where we have reasonable commercial or operational reasons for doing so (including, but not limited to, the carrying out of works on the relevant accommodation or the Accommodation being otherwise unavailable), we reserve the right to change the Accommodation for an alternative which, in our reasonable opinion is of equal suitability. In the event this should become necessary, we shall use all reasonable endeavours to notify you as soon as reasonably practicable. In the event that due to circumstances beyond our reasonable control, the University is unable to provide the Accommodation for any reason, the University shall be entitled, without any liability to you or your guests, cancel your Booking for Accommodation. Under such circumstances, the portion of the Charges relative to Accommodation, shall be refunded.

## 9. LIABILITY

- 9.1. No liability or responsibility is accepted by the University for the safety of or damage to or loss of any personal property belonging to you, attendees at the Event, or other visitors for damage to or loss from their vehicles except to the extent that such liability may result from the University's or its staff's negligence.
- 9.2. The University retains public liability insurance in respect of Events, however such insurance only applies in the event that the University or its staff are held to be negligent. You are therefore strongly advised to carry its own insurance in respect of accidents or other matters of injury, loss or damage which may arise in connection with the Event, especially in the event that an accident occurs for which you are held to be responsible.
- 9.3. The University shall use reasonable care and skill in the performance of the Contract.
- 9.4. Save insofar as such liability may not be lawfully excluded, the University shall have no liability or obligation under the Contract or otherwise in contract or in delict or in quasi-

delict arising out of or connected with the performance of the Contract (including, but not limited to, loss, damage or delay of any nature whatsoever or howsoever caused whether direct or indirect or consequential and whether or not caused by the negligence of the University, its employees, agents or sub-contractors) save as expressly provided in the Contract and, save as aforesaid, all warranties, terms, obligations or duties, express or implied by statute, common law or otherwise in relation to the Contract or any term or terms thereof or its or their performance are hereby excluded.

- 9.5. The total liability of the University to you and/or your attendees under the Contract or otherwise (whether or not caused by the negligence of the University, its employees, agents or sub-contractors) arising out of or in connection with the performance or purported performance of or failure in the performance of the Contract shall not exceed the total Charges (excluding VAT) payable by you to the University in terms of the Contract or TEN THOUSAND GBP (£10,000), whichever is the lower sum. The University expressly excludes liability for indirect or consequential loss or damage for loss of profit or goodwill which may arise out of or in connection with the performance or purported performance of or failure in the performance of the Contract.

## 10. INTELLECTUAL PROPERTY

- 10.1. You and your attendees may not use any of the following without written permissions from the University:
- 10.1.1. the name "University of Durham" or "Durham University";
  - 10.1.2. the University of Durham's Crest or any College Crests;
  - 10.1.3. the Name or logo of any of the University of Durham's Colleges, Departments or Institutes, or Event Durham; and
  - 10.1.4. any photographs of any part of the University of Durham or any intellectual property of the University of Durham or its Colleges.
- 10.2. You understand and agree that you and your attendees may as part of the Event, be given access to materials copyright to the University, or other intellectual property of the University. You hereby acknowledge and agree that unless with the express written permission from the University, under no circumstances shall you be entitled to copy, publish or use such intellectual property, other than for the purposes of participating in the Event.

## 11. GENERAL

- 11.1. You acknowledge that the University is subject to the requirements of the Freedom of Information Act 2000 and shall assist and co-operate with the University to enable the University to comply with all statutory obligations regarding information disclosure required by the provisions of this Act.
- 11.2. Where you do not have a United Kingdom (UK) address or where the UK is not your main place of residence/business, the University reserves the right to ask you for a guarantee

of payment from a UK bank and where the guarantee is not provided within thirty (30) days of said request, to terminate the Contract without liability to you.

- 11.3. Any complaint or dispute arising out of the Contract must be made in writing by you to the University within seven (7) Working Days of the Event.
- 11.4. The rights and remedies of the University expressed in the Contract shall be in addition and without prejudice to any other rights or remedies which may be available to the University at common law or under statute.
- 11.5. All Bookings accepted by the University are subject to the terms of the Contract only and which supersede all prior representations by the University or any of its employees and override any other terms and conditions stipulated or incorporated or referred to by you in any negotiations, and the Contract terms are the only terms and conditions upon which the University agrees to perform the Contract, unless otherwise expressly agreed in writing by the University.
- 11.6. No modification or alteration of the Contract shall be enforceable, unless agreed in writing by the University and you.
- 11.7. No waiver or delay on the part of the University to exercise any right or remedy available to it, in terms of the Contract or otherwise shall operate as a waiver of that or any other right or remedy nor shall any partial exercise preclude any other further exercise of that or any other right or remedy.
- 11.8. Any waiver by the University of any breach by you is not a waiver of any subsequent breach.
- 11.9. The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 11.10. Should any provision of the Contract be found by any competent authority to be invalid, unenforceable or unreasonable, it shall be severed from the remainder of the Contract which shall continue in full force and effect.
- 11.11. The Contract is personal to you who shall not be entitled to assign or transfer in whole or part the benefit and/or the burden thereof without the University's prior written consent.
- 11.12. All notices to be given by either Party to the other under the Contract shall be validly served only in writing and delivered personally or sent by first class prepaid post or facsimile to the respective addresses the relevant party has notified for such purpose.
- 11.13. Each party warrants to the other that all Personal Data (as defined in the Data Protection Act 2018) handled by either party in relation to the Contract, shall be handled strictly in accordance with the Data Protection Act 2018, and all applicable laws and regulations

relating to processing of personal data and privacy including where applicable the guidance and codes of practice issued by the Information Commissioner.

- 11.14. These terms and conditions and the Contract shall not constitute and shall not be deemed to constitute any relationship of partnership or agency between the University of Durham and you and shall not in any way create a lease of the Event venue or any of the University's premises.
- 11.15. The Contract shall be governed by and construed in all respects in accordance with the laws of England. The University and you hereby submit to the exclusive jurisdiction of the English courts.