

CARDIFF METROPOLITAN UNIVERSITY TERMS AND CONDITIONS OF EVENT BOOKING

These terms and conditions are to read in conjunction with, and form part of the contract created between, Cardiff Metropolitan University and the Delegate identified on the Booking Form.

DEFINITIONS In these terms and conditions, the following words shall have the following meanings:

“**Booker**” shall be the individual or organisation making a Booking on behalf of the Delegate.

“**Booking**” shall mean the making of a Booking using details provided by the Booker on the Booking Form.

“**Booking Form**” shall mean the form, whether hard copy or electronic, provided by the University for the purpose of setting out details of the Booking.

“**Delegate**” shall mean the individual or individuals attending the Event.

“**Event**” shall mean the event identified on relevant promotional material and the Booking Form.

“**University**” shall mean Cardiff Metropolitan University.

“**Venue**” shall mean the specific location where the Event is being held and shall also include the entire relevant University campus.

In these terms and conditions, the singular shall mean the plural and the plural the singular.

1. THE BOOKING

a) The Booker will fully and properly complete the appropriate Booking for the Event and submit the Booking Form to the University in the manner prescribed on the Booking Form. The University shall communicate acceptance of the Booking by email to the Booker.

b) The University reserves the right at its sole discretion to not accept any Booking, which non-acceptance may include but not be limited to any instance where a maximum number of Delegates could be exceeded.

2. VARIATIONS TO THE BOOKING

a) The Booker must inform the University of any changes to the Booking such as but not limited to the names or number of Delegates, dietary requirements, not less than ten (10) days prior to the Event. The University will use all reasonable endeavours to accommodate any changes requested by the Booker but cannot accept any costs or liability for any inability to meet any changes where less than 10 days' notice is received.

b) In any event where any changes to the Booking are required at the request of the Booker or where more Delegates attend the Event than on the Booking Form, the University shall charge the Booker all additional costs so incurred at the University's relevant prevailing rate.

c) The University reserves the right to change the time or location of the Event or to cancel an Event where the University has reasonable commercial or operational reasons to do so. In any such event, the University will endeavour to provide the Delegate with reasonable prior notification of any such change and in instances of cancellation, issue a full refund.

3. PAYMENT. NB Where any Event is free of charge to attend, the provisions of this clause shall not apply.

a) The price of attending the Event shall be as set out on the Booking Form and / or on any promotional material.

b) Payment for the Booking must be made to the University in full within 14 days of receipt of the University's acceptance of the Booking. Where a payment is received after the 14 day payment period, the University reserves the right to cancel the Booking and refund the payment in full.

c) Any Booking that is cancelled by the Booker with less than 21 working days prior to the date of Event will not be eligible for any refund.

d) Any Booking cancelled by the University shall be subject to a full refund, which the University will issue without undue delay.

e) In any event where the University determines any location advertised as the location for an Event is unusable due to inclement weather or any other reason outside the reasonable control of the University, the University will use all reasonable endeavours to provide an alternative location or to reschedule the Event.

4. ATTENDANCE AT THE EVENT

a) In attending an Event, the Delegate undertakes:

1. not to dress or conduct themselves in an inappropriate, objectionable, discriminatory or offensive manner
2. to comply with the rules and regulations of the Venue
3. to comply with the reasonable instructions of University staff and other persons involved in organising or running the Event.
4. not to take any photographs or produce digital images of the Event without the prior express permission of the University.
5. No pets are allowed on University premises other than Guide dogs or other assistance dogs.

b) The University reserves the right to eject and exclude any Delegate from the Event or the Venue where the University reasonably considers the Delegate has not complied with the requirements set out in this clause.

c) In any event where the University has ejected a Delegate, the University will not be liable to the Booker or the Delegate for any costs or losses nor for any form of compensation. Furthermore, the Delegate hereby indemnifies the University against any and all costs, actions, losses or damages incurred by the University arising from any ejection or exclusion, including any costs deriving from the pausing, re-scheduling or termination of the Event or for any loss or damage to University or Venue property.

5. RESPONSIBILITY AND LIABILITY

a) The University cannot accept any liability whatsoever for any breakdown of equipment or the unavailability of any services or utilities or any other reason outside of its reasonable control which may cause the Venue to be unavailable.

b) Save as required by law, the University excludes all liability for death or personal injury.

c) The University shall have no liability for any direct or indirect costs, losses, expenses howsoever arising out of the Event or any aspect of the performance of this contract.

d) The University cannot accept responsibility or liability for any damage to or loss of any Delegate's money, valuables, clothing or property of any kind. All items are left at the Delegate's risk.

e) Subject to the provisions of this clause 5, the University's total liability, whether in contract, tort, misrepresentation or otherwise arising from the performance, contemplated performance, cancellation, termination or non-performance of the Event shall be limited to a cost equal to the single Delegate charge for attendance at the Event.

6. DATA PROTECTION

a) We will only process your personal data for the purposes that are stated in the application form and otherwise in line with current Data Protection legislation. The data will be kept securely and we will not pass on your personal details to any third party without your permission. Further information on how you can exercise your individual rights under Data Protection legislation, together with contact details for our Data Protection Officer, can be found on our [website](#).

7. HEALTH AND SAFETY

a) Fire precaution notices are displayed in all University premises and it is the responsibility of the Delegate to acquaint themselves with these instructional notices. Under no circumstances should fire alarms be ignored.

8. UNIVERSITY POLICIES AND PROCEDURES

a) The Delegate shall ensure they comply at all times with University policies and procedures including but not limited to car parking and no smoking other than in designated areas.

b) The University reserves the right to take photographs or create digital images at any Event, but only for marketing purposes unless otherwise advised.