

## **PURCHASE OF EVENT TICKETS: TERMS AND CONDITIONS**

### **1. INTRODUCTION**

- 1.1 Please read these Terms and Conditions carefully and make sure that you understand them before you submit a booking form, as described in clause 2.1.1 and 2.1.2 respectively below ("**Booking Form**"). **Your attention is drawn in particular to Clause 4.1 (Cancellation by you) and Clause 5 (Liability).** We recommend that you print a copy of these Terms and Conditions for future reference.
- 1.2 These Terms and Conditions, together with any terms and conditions stated on the Booking Form (together, the "**Ticket Terms and Conditions**") govern the agreement between the company specified on the Booking Form which sells tickets for an Event ("**we**", "**us**" and/or "**our**") and the person making the booking as set out on the Booking Form ("**you**" and/or "**your**") (together, the "**Parties**") in connection with your purchase of a ticket for, and attendance at, the event, exhibition, conference or award specified in the Booking Form (the "**Event**").
- 1.3 Where you purchase Event tickets on behalf of another delegate or multiple delegates (the "**Delegates**"), such Delegates will be bound by these Terms and Conditions and any terms and conditions stated on the Booking Form and you agree to procure their compliance with the same.
- 1.4 In the event of any inconsistency, conflict or ambiguity between the Terms and Conditions and any terms and conditions stated on the Booking Form, the provisions of these Terms and Conditions shall apply.
- 1.5 Any queries regarding the Event or the Ticket Terms and Conditions, including any special access requirements, should be sent to [events@employeebenefits.co.uk](mailto:events@employeebenefits.co.uk) prior to you submitting a Booking Form.

### **2. BOOKING AND PAYMENT**

- 2.1 Tickets may be purchased online or by making an e-mail or telephone enquiry to our sales team as follows:
- 2.1.1 To purchase a ticket or tickets for an Event by email or telephone, contact our sales team by e-mail or telephone to discuss your requirements. Our sales team will then send you a Booking Form setting out the proposed terms of your booking. You can submit the Booking Form to us by: (i) signing the Booking Form manually and emailing a scan of the signed form back to us; or (ii) where we make such option available to you, signing the Booking Form electronically through Sertifi in accordance with the instructions provided; or (iii) confirming by email that you accept the terms of the Booking Form and attaching the Booking Form to such email.
- 2.1.2 To purchase a ticket or tickets for an Event online, you must submit the relevant Booking Form via our website in accordance with the instructions set out therein.
- 2.2 You will ensure the information you provide on your Booking Form is accurate, including in particular in respect of your contact details (which we will use to contact you from time to time and in accordance with these Terms and Conditions).
- 2.3 Submitting a Booking Form in any manner provided for under Clause 2.1 above constitutes an offer by you to purchase a ticket or tickets for the Event in accordance with the Ticket Terms and

Conditions. The Ticket Terms and Conditions apply to the booking of all Event tickets to the exclusion of all other terms and conditions.

- 2.4 We will confirm receipt of your Booking Form, however your offer shall not be deemed accepted by us until you have received a booking confirmation from us. The Ticket Terms and Conditions will be binding on both Parties from that point.
- 2.5 Where there is a price to attending the Event (as set out on your Booking Form, plus VAT as applicable) (the "**Fee**"), you shall pay the Fee by credit card or debit card or by payment of our invoice (as applicable to your booking) (the "**Payment Methods**").
- 2.6 If your Payment Method is a credit or debit card, you authorise us to take payment for the Fee from the credit or debit card chosen by you.
- 2.7 If your Payment Method is payment of our invoice, following confirmation of your booking we will issue you with an invoice for the full price of your Event ticket. The Fee must be paid immediately upon receipt.
- 2.8 Unless otherwise stated within your Booking Form, the Fee covers your entry for the duration of the Event only and is exclusive of all travel, accommodation, insurance and other costs (all of which must be arranged and met by you).
- 2.9 Where a Fee applies to your booking, you shall pay the Fee in full without any deduction or withholding except as required or permitted by law. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

### **3. ATTENDANCE AT THE EVENT**

#### Compliance with instructions and regulations

- 3.1 Whilst attending the Event you and your Delegates will comply with:
  - 3.1.1 all applicable law, including (but not limited to) all health and safety legislation and requirements;
  - 3.1.2 all instructions given by us or on our behalf, including (but not limited to) in relation to any security arrangements; and
  - 3.1.3 the terms and conditions of the Event venue.

#### Safety and security

- 3.2 You and your Delegates are responsible for ensuring your own safety and security whilst attending the Event. Save as set out at Clause 5.1, we shall not be liable for any loss or damage suffered by you.

#### Filming and photography

- 3.3 We may, at our discretion, choose to photograph, film, broadcast or record the Event. Subject to Clause 3.4, you grant us an irrevocable licence to use and sub-license the use of your and any Delegate's name, voice, likeness, image and any contribution made by you or any Delegate at or to the Event in any and all media (whether now known or hereinafter invented) throughout the world and in perpetuity.

- 3.4 You must notify us at least 48 hours prior to the Event if you or any Delegate do not wish for your or their name, voice, likeness, image and/or contribution to be used in accordance with Clause 3.3. All such notices must be sent to [events@employeebenefits.co.uk](mailto:events@employeebenefits.co.uk)
- 3.5 On the basis that other Event attendees may not wish for their name, voice, likeness, image and/or contribution to be used in accordance with Clause 3.4, we are unable to permit you to photograph, film, broadcast or record the Event without our express prior approval.
- 3.6 Your or a Delegate's name, voice, likeness, image or contribution may constitute personal data under the Data Protection Regulations if you can be identified from it. We will process such personal data in accordance with our privacy policy which can be found here: [https://dvvpolicy.com/hrgroup\\_privacy](https://dvvpolicy.com/hrgroup_privacy).
- 3.7 We reserve the right to refuse you entry to the Event, or subsequently remove you or any Delegate from the Event, where you or any Delegate fail to comply with the Ticket Terms and Conditions.

#### **4. AMENDMENTS, CANCELLATION AND POSTPONEMENT**

##### No cancellation by you

- 4.1 Save as expressly set out at Clause 4.3 and 4.4, you shall not be entitled to cancel your booking or receive a refund of the Fee at any time after you have received a booking confirmation from us in accordance with Clause 2.4, whether under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or otherwise.

##### Change in delegate

- 4.2 In the event that you or a Delegate are subsequently unable to attend the Event, subject to our approval, you may transfer that booking to a colleague from the same organisation (as specified in the Booking Form) without charge. All such amendments must be notified to us at least 24 hours prior to the date of the Event at [events@employeebenefits.co.uk](mailto:events@employeebenefits.co.uk). Under no circumstances may your Event booking be resold by you or on your behalf. If we have not charged you a Fee in order to attend the Event and you are unable to attend or offer an alternative attendee from the same organisation in accordance with this Clause 4.2, you will be charged the cancellation fees set out in the Booking Form (to the extent applicable).

##### Amendments to the Event

- 4.3 We may, at our sole discretion and without liability to you, make changes to the Event timings, schedule and/or location (provided that any change in location shall be within a reasonable distance of the location previously advertised). Any change in the Event date(s) shall be subject to Clause 4.4 or 4.5, as applicable.

##### Cancellation or postponement of the Event for reasons outside of our control

- 4.4 In the event that it is necessary to cancel or postpone the Event as a result of any reason outside of our control (as decided by us in our sole discretion):
- 4.4.1 we will endeavour to arrange a replacement Event and, in such circumstances, your booking and the Ticket Terms and Conditions shall apply to such replacement Event, and you shall let us know within 14 days if you do not wish to attend the replacement Event; or
- 4.4.2 in the event that a replacement Event is:

- (a) not confirmed within 90 days of the date of cancellation;
- (b) scheduled to take place on a date which is not convenient to you; or
- (c) scheduled to take place in a location which is not within a reasonable distance of the location of the cancelled or postponed Event,

we will refund you the amount of the Fee. You acknowledge that such refund shall constitute your sole remedy, and our only liability to you, in such circumstances.

Cancellation or postponement for any other reason

- 4.5 In the event that it is necessary to cancel or postpone the Event as a result of a reason not covered by Clause 4.4, or cancel your Booking due to you not meeting the eligibility criteria set out on the Event website, we will refund you the amount of the Fee. You acknowledge that such refund shall constitute your sole remedy, and our only liability to you, in such circumstances.

**5. LIABILITY**

- 5.1 Other than as expressly stated in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.
- 5.2 Nothing in the Ticket Terms and Conditions shall exclude or restrict our liability to you for death or personal injury resulting from our negligence, the negligence of our employees in the course of their employment, or any other liability which cannot be excluded by law.
- 5.3 Subject to clauses 5.1 and 5.2, we shall not be liable for: (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill and/or similar losses; (iv) loss of anticipated savings; (v) loss of goods; (vi) loss of contract; (vii) loss of use; (viii) loss due to corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses ((i) to (ix) together being "Losses"), whether or not we were advised of the possibility of such loss by you, any Delegate or any third party.
- 5.4 The views expressed by any speakers at the Event are their own. We shall not be liable for the views, acts or omissions of any such speaker or any other attendee at the Event. Any information given or distributed as part of the Event shall not constitute advice and should not be relied upon.
- 5.5 Subject to Clause 5.1 and 5.2, our maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of our obligations under the Ticket Terms and Conditions shall be limited to a sum equal to the amount of the Fee.
- 5.6 You shall indemnify us and keep us indemnified from and against all claims, damage, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands or liabilities arising out of or in connection with any breach by you or your Delegates of the Ticket Terms and Conditions.
- 5.7 You and the organisation specified on the Booking Form (if any) shall be jointly and severally liable for performance of your obligations in accordance with the Ticket Terms and Conditions, and you hereby warrant and represent that you have all necessary authority, consents and approvals to bind such organisation (if any) to the extent set out in this Clause 5.7.

## **6. ANTI-BRIBERY**

- 6.1 We shall comply with our anti-bribery and anti-corruption policies (available to you on request) as updated from time to time.

## **7. DATA PROTECTION AND USE OF INFORMATION**

- 7.1 We will use any personal data you provide to us in connection with your registration and attendance at the Event in accordance with our privacy policy which can be found here [https://dvvpolicy.com/hrgroup\\_privacy](https://dvvpolicy.com/hrgroup_privacy). You will make available to all Delegates or other data subject(s) whose personal data you may provide to us a copy of or link to our privacy policy.
- 7.2 Where a Booking Form is completed on behalf of any Delegate, the person completing the Booking Form warrants that he/she has the authority to do so.

## **8. MISCELLANEOUS**

### Entire agreement

- 8.1 The Ticket Terms and Conditions constitute the entire agreement between the Parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between the Parties, whether written or oral, relating to its subject matter.
- 8.2 Both Parties agree that they shall not have any remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Ticket Terms and Conditions, and further that they shall have no claim for innocent or negligent misrepresentation based on any statement in the Ticket Terms and Conditions.

### Assignment

- 8.3 We may assign, mortgage, charge, subcontract, delegate or declare a trust over any or all of our rights and obligations under the Ticket Terms and Conditions to or for the benefit of any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)). Save as set out at Clause 4.2, you shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Ticket Terms and Conditions without our prior written consent.

### Third party rights

- 8.4 The Ticket Terms and Conditions are personal to the Parties, and no third party shall have any rights, including under the Contracts (Rights of Third Parties) Act 1999, to enforce the same.

### Waiver

- 8.5 No failure or delay by us in exercising any right or remedy provided under this the Ticket Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict our further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict our further exercise of that or any other right or remedy.

### Severance

- 8.6 If any provision or part-provision of the Ticket Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid,

legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 8.6 shall not affect the validity and enforceability of the rest of the Ticket Terms and Conditions.

#### Rights and remedies

- 8.7 The rights and remedies provided under the Ticket Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

### **9. APPLICABLE LAW AND JURISDICTION**

- 9.1 These Terms and Conditions, their subject matter and their formation, are governed by English law.
- 9.2 The courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising in connection with these Terms and Conditions (including any non-contractual terms). However, if you are a consumer and are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.