

## **Event Booking Terms and Conditions and Cancellation Policy**

These Terms and Conditions relate to paid for events that are organised by Deborah Fielding Ltd/Gordon Sealey Associates Ltd “the Group” and are effective from 9<sup>th</sup> September 2015. Please note these ‘Terms and Conditions’ may be subject to change without notice.

### **Booking**

- All bookings must be made online. Spaces will be limited for these events and will be allocated on a “first come, first served” basis. Therefore you are strongly advised to book early to secure a place.
- For current event costs and dates, please refer to our website
- Before booking onto the event, please ensure you have read the event programme and content, to ensure the event will meet your needs.
- Upon receipt of your registration/booking form and subsequent payment your place(s) will be confirmed.
- Important note: The Group’s acceptance of your booking (once full payment has been made) brings into existence a legally binding contract between us on these terms and conditions. Any term sought to be imposed by you in any purchase order or correspondence will not form part of the contract.

### **Invoicing and payment**

- Delegate fees (including any card processing and/or booking fees applicable) are payable upon booking.
- For online bookings paid at the time of booking, invoices/receipts will be issued electronically from the booking website on completion of the booking.
- Payment must be made in pounds Sterling by credit/debit card. Bank Transfer will be considered for group bookings Deborah@mirusmotivational.co.uk
- Unless otherwise stated, the fee for the event is stated exclusive of VAT, which will be payable in addition to the fee.

### **Event attendance**

- Delegates will receive joining instructions (including directions, venue details and timings) via email to the email address provided on the booking form.
- It is the responsibility of the individual completing the event registration/booking form to ensure joining instructions are received by the delegate. Instructions will be sent via email to the email address provided on the booking form.
- If the joining instructions are not received, it is the responsibility of the individual who completed the event registration/booking form to contact the Group to arrange for them to be reissued.
- Failure to attend the event will result in the full cost being incurred. No refund shall be given.
- Failure to attend an event at which a free or concessionary rate place was given may at the Group’s sole discretion result in the delegate becoming

ineligible for such places at future event(s).

- The Group will send all correspondence primarily via email to the email provided on the booking form. If alternative details are received after the booking form has been submitted, they will supersede the original details and all future correspondence will be sent to the new address.
- It may be necessary, for reasons beyond the control of the Group, to change the content and timing of the programme, the date, the venue or the speaker(s).

#### Cancellations and Amendments

- All requests for cancellations and/or transfers must be received in writing.
- Changes will become effective on the date of written confirmation being received.
- The appropriate cancellation charge will apply based on the cost of your booking (excluding any card processing fees and/or booking fees previously applied), as shown below.

Calendar days notice before the start date of the event	Refund applicable
15 calendar days or more	75% refund of basic attendance fee
Between 1 and 14 calendar days (inclusive)	No refund will be given
Failure to attend	No refund will be given

- In the event of a delegate named on the booking form being unable to attend, we will accept substitution of another delegate on the condition that written notification of the substitution has been received by us prior to the event date.
- In the event of there being insufficient numbers booked onto an event the Group reserves the right to cancel or postpone the event.
- In the event of cancellation of an event by the Group, we will endeavour to inform all delegates a week before the event is due to take place, although please be aware that this is not always possible. All event fees paid will be reimbursed in full, or the payment will be transferred in full to another Group event. The Group shall not accept liability for any consequential loss and shall have no liability to reimburse any other costs that may have been incurred, including transport costs, accommodation.
- In accordance with the provisions of the Consumer Protection (Distance Selling) Regulations 2000 (if and only if you are a consumer for the purposes of those regulations) you have the right, within seven working days starting the day after the day on which we send you written confirmation of our acceptance of your booking, to cancel your contract with us unless the event is due to take place within that period. If you wish to exercise this right of cancellation please contact the Group. If you are a consumer and exercise your right to cancel under this legislation, we will refund any fees which you have paid in advance within 30 days after you inform us that you wish to cancel.

#### Event Provisions

- Organising and financing accommodation and travel are the responsibility of

the delegate.

- Where food and refreshments are to be provided, this will be stated on the event details and the cost included in the price quoted. Any special dietary requirements need to be notified in writing to the Group in advance of the event, as specified in the event details.

#### Force Majeure

- The Group shall not be liable to refund of fees or for any other penalty should the event be cancelled due to war, fire, strike lock-out, industrial action, tempest, accident, civil disturbance or any other cause whatsoever beyond their control.

#### ***Warranties and Liabilities***

- The Group will perform any services with reasonable skill and care. Except as otherwise provided in these Terms and Conditions, and except where goods or services are sold to a person dealing as a consumer, all warranties, representations and undertakings, whether express or implied, statutory or otherwise, including but not limited to warranties of satisfactory quality, accuracy, fitness for a particular purpose and of non-infringement of the rights of a third party, are hereby excluded to the fullest extent permitted by law. Where goods or services are sold to a person dealing as a consumer, nothing in these Terms and Conditions shall affect his or her statutory rights.
- For all events the total liability of the Group under these Terms and Conditions whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall be limited to an amount equal to 100% of the sum of all fees paid by you to us due under these Terms and Conditions or, if higher, the amount available under any responding insurance policy.
- Notwithstanding any provision to the contrary in these Terms and Conditions, nothing in these Terms and Conditions shall exclude or limit the Group's liability for death or personal injury caused by the Group's negligence or for fraudulent misrepresentation or for any liability that may not be limited or excluded by law.

#### Entire Agreement

- These terms and conditions, together with the current Group website prices, event details and Group contact details, set out the whole of our agreement relating to the event. These terms and conditions cannot be varied except in writing signed by an authorised person of the Group. In particular, no terms and conditions incorporated within your purchase order and nothing said by any person on behalf of the Group should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any services offered for sale by the Group. The Group shall have no liability for any such representation being untrue or misleading.