

## SECTION C – EVENTS

### SPECIFIC TERMS

Events include such events as graduations, award submissions, award ceremonies and webinars. Please note where specific events are run by a third party provider on behalf of CIPS there may be separate applicable terms.

These specific terms are subject to the general terms set out in Section A. The defined terms in Section A have the same meanings where used in this Section C.

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Section C the following words and expressions have the following meanings unless inconsistent with the context:

<b>“Attendance Criteria”</b>	any criteria, regulations or requirements which Customers must meet or comply with in order to attend the Event, as notified to the Customer by the Supplier in writing from time to time;
<b>“Event”</b>	the event or events which form(s) the Deliverables as set out in the Contract Details;
<b>“Venue”</b>	the venue where the Event will take place as set out in the Contract Details.

#### 2. EVENT

2.1 The Customer is required to complete an online registration form and should check the order carefully before confirming it. The booking is not confirmed until the Customer receives an email confirmation from the Supplier which sets out the Contract Details and other useful information. If the Customer does not receive the email confirmation within 24 hours of submitting the online registration form, please contact the provider listed on the booking confirmation as soon as possible before the start of the Event. It is the Customer’s responsibility to update the Supplier with any changes to contact details so that the Supplier or relevant third party providers are able to contact the Customer.

2.2 Subject to Condition 2.3 and 2.4 of this Section C and subject to prior payment of the Price in cleared funds by the Customer, the Supplier shall permit each Customer to attend the Event. Such permission is personal to the Customer and may be revoked by the Supplier at any time.

2.3 Where the Event is directed at or intended for certain categories of delegate, the Supplier shall be entitled to refuse entry to the Event to any Customer that the Supplier reasonably believes does not meet the Attendance Criteria.

2.4 The Supplier reserves the right to refuse admission to any person whom it considers in its absolute discretion to be unsuitable for admission to the Event or to remove such person after the start of the Event.

- 2.5 If the Customer arrives late it may not be allowed to enter the Event until there is a suitable break in the Event and/or until suitable door arrangements have been made.
- 2.6 If the Customer has any additional requirements due to a disability, food allergies or for any other reason, please email the provider listed on the booking confirmation as soon as possible and, in any event, 7 days before the start of the Event.
- 2.7 The Customer acknowledges and agrees that the Supplier may, in accordance with Condition 9.1 of Section A and/or Condition 9.5 of Section A, vary the Venue, the date and time of the Event, the presenters, speakers, discounts, offers, and other elements of the Event.
- 2.8 Where the Supplier makes a variation in accordance with Condition 2.7 of this Section C, the Supplier shall in accordance with Condition 2.2 of this Section C continue to permit the Customer to attend the Event.
- 2.9 The Supplier and/or a third party nominated by the Supplier may from time to time photograph and/or film an Event and utilise any footage or photos for publicity and/or marketing materials. The Customer acknowledges and agrees that it is the Customer's responsibility to notify a member of the Supplier's staff or a volunteer of the Supplier on the day of the Event if they do not wish any photograph or footage in which they may appear to be published by the Supplier.

### **3. PRICE**

- 3.1 Unless otherwise stated in the Contract Details, the Price for the Event does not include accommodation, travel, meals or refreshments and the Customer shall be responsible for arranging such at its' own cost where required.
- 3.2 The Price payable by the Customer shall depend on whether the Customer is or is not a Member (as defined in Section C) and, where the Customer is a Member, on the level of membership held by the Customer which shall be set out in the Contract Details.

### **4. CUSTOMER OBLIGATIONS**

- 4.1 The Customer shall:
  - (a) meet any applicable Attendance Criteria;
  - (b) not resell, transfer ownership of or allow any other person to use, the Customer's right to attend the Event, without the Supplier's permission. The Customer may request a substitute delegate up to 72 hours before the first day of the Event by contacting the provider listed on the booking confirmation setting out the name of the Customer who will not be attending as well as the full name of the substitute, job title and contact details. If the substitute delegate has differing requirements (e.g., dietary) from the Customer, the Supplier may not be able to accommodate such changes. The Supplier may reject any unsuitable delegates at its absolute discretion;

- (c) behave in a manner appropriate to the Event and the Venue whilst travelling to or from the Event and attending the Event;
- (d) not do anything which the Supplier reasonably believes could bring the Supplier, the Event or the Venue into disrepute or otherwise have a detrimental or prejudicial impact on the reputation, standing, Intellectual Property Rights or goodwill of such;
- (e) not record or transmit, or aid in the recording or transmitting of, any video, image, audio, transcription or other reproduction of the Event unless expressly permitted in writing by the Supplier;
- (f) comply with all instructions, directions and requirements, rules and regulations of the Supplier or the Venue relating to attendance at and participation in the Event, including those requirements relating to health and safety at the Venue and dress code; and
- (g) comply with the terms of this Contract.

4.2 The Customer consents and agrees that the Supplier, the Venue and any third party have the right to take photographs and/or videos and/or digital recordings of the Customer and to make recordings of the Customer's voice during the Event. The Customer further grants to the Supplier the right to reproduce, edit, crop, retouch, use, exhibit, display, broadcast and distribute the images and recordings created on a worldwide basis in any and all media for promotional purposes without limit in time, and waive any right to inspect the final images and recordings before use and waive any right, claims or interest the Customer may have to control the use of such images and recordings or to claim compensation from the Supplier, the Venue or any third party for such use or publication.

## **5. EVENT CANCELLATION**

5.1 The Supplier reserves the right to cancel or reschedule the Event at its sole discretion for any reason and at any time including but not limited to by reason of a force majeure event in accordance with Condition 24.1 of Section A. The Supplier shall notify the Customer in writing of the cancellation or rescheduling as soon as possible. The parties agree that:

- (a) the Supplier shall not be in breach of this Contract by virtue of any cancellation or rescheduling of the Event which is effected in accordance with this Condition 5;
- (b) on the Supplier notifying the Customer of any cancellation of the Event, this Contract shall immediately terminate and the provisions of Condition 5.2 of this Section C shall apply; and
- (c) on the Supplier notifying the Customer of any rescheduling of the Event, the Customer may contact the Supplier following receipt of such notice and terminate the Contract prior to the Event and receive a refund for the Event. Where the Customer does not contact the Supplier and terminate the Contract prior to the Event, the Contract shall be deemed varied and shall be binding in accordance with Condition 4.2 of Section A.

- 5.2 Without prejudice to the other rights of the Supplier or the Customer under this Contract, where an Event is cancelled or rescheduled in accordance with Condition 5.1 of this Section C and the Customer does not contact the Supplier to terminate the Contract in accordance with Condition 5.1 (c) of this Section C the Supplier shall:
- (a) where the Event is to be rescheduled, permit each Customer to attend the rescheduled Event; or
  - (b) where the Event is cancelled or a Customer is unable to attend the rescheduled Event, provide a refund of the Price to the Customer.
- 5.3 Any refund of the Price or part of the Price payable pursuant to Condition 5.1(c) or Condition 5.2 of this Section C shall be payable within 30 days of the amount being agreed.
- 5.4 For the avoidance of doubt, no reduction or refund of the Price shall be payable where the Contract is terminated other than in accordance with Condition 5.1(c) or Condition 5.2 (b) of this Section C.

## **6. LIMITATION OF LIABILITY**

- 6.1 The Customer assumes all of the risks of participating in the Event including but not limited to any accidents, slips, falls, negligent acts of other participants or effects of weather.
- 6.2 The Customer assumes total responsibility for the condition, maintenance and safekeeping of any personal property and/or equipment that the Customer brings to and/or may use during the Event, including but not limited to mobile phones and cameras any property left by any Customer in any bag drop or cloak room area. The Supplier shall not be responsible for any loss and/or damage to such property.
- 6.3 The Customer uses the car parking facilities at the venue at its own risk. The Supplier does not accept any responsibility for any loss and/or damage resulting from the Customer's use of such car parking facilities.
- 6.4 The Customer acknowledges that they are participating in the Event at their own risk and the Customer hereby releases and forever discharges the Supplier, its owners, subsidiaries, affiliates, administrators, medical advisors, promotion agencies, sponsors and Venue owners together with each of their respective members, directors, agents, officers, consultants, contractors and representatives (together, the "**Released Parties**") from any claims and liabilities whatsoever, to the fullest extent permitted by law, as a result of the Customer's presence at or participation in the Event, other than any death or personal injury caused by the Supplier's negligence.
- 6.5 The Supplier shall not be liable for any indirect or consequential loss or damage, loss of profit, anticipated savings or wasted expenditure whatsoever arising out of the Customer's presence at or participation in the Event.
- 6.6 The Supplier shall not be liable for any offence caused by the presenter or any acts or other entertainment or participants at the Event.

- 6.7 The Customer is responsible for its own transport arrangements to the Event and any accommodation required. The Supplier is not responsible for any inability to attend owing to failure of transport or accommodation.
- 6.8 The Customer agrees to indemnify and hold harmless the Released Parties from any losses, damages, costs, expenses and demands arising out of any claim or litigation brought against them by:
- (a) the Customer and/or the Customer's estate; or
  - (b) any third parties as a result of the Customer's actions during the Event.