#### **Terms and conditions**

**Event:** Unlocking performance through employee engagement

**Date:** 25 June 2019

# **General Data Protection Regulation, 2018:**

Any personal information collected as part of the booking process will be processed by the University of the West of England in accordance with the terms and conditions of the 2018 General Data Protection Regulation. The University of the West of England will hold any personal data securely and not make it available to any third party for marketing or any other purposes unless permitted or required to do so by law or as stated herein.

By continuing to booking you accept that personal information will be used and/or processed as follows:

- •for the purposes of supplying information and communicating matters concerning the Conference to Delegates; and
- the University of the West of England, Bristol will retain the personal information on its database and will be used for all legitimate purposes in connection with the administration and marketing of this event;
- •for the purposes of sharing with the other organisations and sponsors involved in organising, marketing or supporting this Conference

We process your personal data under the terms of our registration notice with the ICO and the University's <u>Data Protection</u> Policy. Our Data Protection Public Register number is Z6686621.

Using your personal information

The information you provide will be disclosed to administrative staff in the University for the purposes of administering the event, to include:

- a. An event reminder email
- b. Name badges (to be worn by delegates at the event, to include name and organisation)
- c. Delegate lists (given out at the event and sent to event partners, if applicable, to include name, organisation and job title)
- d. A follow-up email

Upon registration if you opt-in to receive emails from the Bristol Business Engagement Centre (BBEC) about future events that they are organising, your personal data will be held on a database for the purpose of sending emails about events and courses that might be of interest to you. You can unsubscribe at any time, or request your personal data that is held by UWE Bristol by emailing <a href="mailto:bbec@uwe.ac.uk">bbec@uwe.ac.uk</a>. There will also be an opportunity to unsubscribe from future emails at the bottom of all emails that you receive.

## **Cancellation/Postponement**:

By the Organiser (University of the West of England, Bristol):

The Organiser reserves the right to cancel the Conference/Exhibition for any reason (including, without limitation, by reason of a Force Majeure). The Organiser shall notify the Sponsors and Delegates of any such cancellation as soon as reasonably possible.

Force Majeure Event means any circumstance not within the Organiser's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition[, or failing to grant a necessary licence or consent];
- (f) collapse of buildings, fire, explosion or accident including but not limited to any such event occurring at a Venue;
- (g) any labour or trade dispute, strikes, industrial action or lockouts [(other than in each case by the party seeking to rely on this clause, or companies in the same group as that party)];]
- (h) non-performance by suppliers or subcontractors including but not limited to the Venue owners (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.

If the Organiser is prevented, hindered or delayed in or from performing any of its obligations in respect of the Terms and Conditions herein by a Force Majeure Event the Organiser shall not be in breach of these Terms and Conditions or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly where the Conference/Exhibition has not been cancelled at the sole discretion of the Organiser.

#### Organiser shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event notify the Exhibitor/Sponsor of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations; and
- (b) use its reasonable efforts to mitigate the effect of the Force Majeure Event on the performance of its obligations.

#### It is agreed that:

i.the Organiser shall not be deemed to be in breach of these terms by virtue of any cancellation or abandonment for the reasons above;

ii.upon the Organiser notifying the Exhibitor/Sponsor of such cancellation the agreement between the parties shall automatically terminate. The Organiser shall return fees paid in full for any cancellation by the Organiser save to the extent that the cancellations is due to an action or inaction of the Exhibitor/Sponsor.

## By the Sponsor/Exhibitor/Delegate:

Cancellations of confirmed bookings must be notified in writing to the Organiser and will be charged based upon the date of notification as follows:

- •With 4 calendar weeks prior to the Conference the Delegate will incur a 50% administration charge.
- •With 1 calendar weeks prior to the Conference the Delegate will not be entitled to a refund.
- •If any individual Delegate is unable to attend, the Delegate reservation may not be transferred to any third party without the prior written consent of the Organiser. For the avoidance of doubt the Organiser shall not unreasonably object to substitution of a one Delegate with another Delegate from the same organisation/company in extenuating circumstances.

### **Non-attendance by Delegate:**

Non-attendance of any Delegate due to illness or for personal or professional reasons does not provide the right to refunds, or an event transfer. In the case of an organisation/company having booked places for more than one Delegate a refund will not be made for any Delegate not in attendance for whole or any part of the Conference/Exhibition in the absence of any substitution being made within the same organisation/company.

## **Delegate conduct:**

Delegates are expected to conduct themselves in a professional manner and to recognise that other Delegates may also require support and assistance. If a Delegate becomes persistently disruptive, the Organiser and/or the Venue reserves the right to offer a verbal or written warning and if this does not resolve the situation, the Delegate(s) may be requested to leave the event. This will be at the sole discretion of the Organiser/Venue.

By making a booking, the Delegate/Exhibitor/Sponsor accepts all terms and conditions and all other instructions listed or referred to.