

DELEGATE TERMS AND CONDITIONS - ONLINE EVENTS

1. Introduction

These are the Terms and Conditions on which the Association for Cultural Enterprises accepts your request to participate as a Delegate at the Event.

References to the Association in this Contract shall be references to Association for Cultural Enterprises. References to you, your or yours in shall be to the Delegate(s) detailed on the Booking Form and confirmed in the Order Confirmation. References to us, our or we in this Contract shall be to the Association. References to the Event shall be to the event detailed on the Booking Form and confirmed in the Order Confirmation.

Please read these Terms and Conditions carefully and make sure that you understand them before you submit a booking form. Your attention is drawn in particular to Clause 2.2 (Cancellation or substitution of attendance at an event) and Clause 7 (Limitation of Liability). We recommend that you print a copy of these Terms and Conditions for future reference.

- 1.1. Where you purchase Event tickets on behalf of another delegate or multiple delegates (the "Delegates"), such Delegates will be expected to comply with these Terms and Conditions and any terms and conditions stated on the Booking Form and you agree to procure their compliance with the same.
- 1.2. 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.
- 1.3. Any queries regarding the Event or the Ticket Terms and Conditions, including any special access requirements, should be sent to events@culturalenterprises.org.uk prior to you submitting a Booking Form.

2. Payment

Payment of the Fees must be made by credit/debit card in full at the time of submitting a Booking Form to or by selecting payment by invoice, with the invoice payable within 30 days of the date of the invoice, and in any event before the start of the Event.

In the event of non-payment before the start of the Event, the Association reserves the right to cancel the booking and/or to refer the debt to a debt collection agency.

3. Event booking and cancellation

3.1. Cancellation of event

We may in exceptional circumstances need to cancel or postpone the Event, in which case we shall notify you as soon as reasonably practicable.

In the event of our cancellation of the Event, subject to clause 9 (Force Majeure), we shall issue Delegates with a full refund of relevant Fees paid by you.

In the event of our postponement of the Event, we shall offer you the option to re-register for the rescheduled Event or, subject to clause 9 (Force Majeure), issue you a full refund of relevant Fees paid by you.

Our liability to you as a result of any cancellation or postponement of an Event shall be limited to the amount of Fees which you have paid to us for that Event only and we shall not be liable for any additional losses incurred by you as a result of such cancellation or postponement.

Refunds shall be issued back to the debit/credit card used for payment or by bank transfer. Refunds back to debit or credit card can only be processed within 60 days of the original transaction date. Refunds for earlier transactions must be processed by bank transfer.

3.2. Cancellation or substitution of attendance at an event

All cancellations by Delegates must be received in writing to events@culturalenterprises.org.uk no later than 7 days before the first day of the Event for a full refund of Delegate Fees paid, less a 10% administration charge (or such other charge as shall be specified in the Booking Form or Order Confirmation). Delegates whose cancellations are received after this deadline shall be liable for the full Fee. We cannot accept verbal cancellations.

Notifications of substitutions with full contact details for the substitute should be sent in writing to events@culturalenterprises.org.uk as soon as possible (and in any event at least two business days before the Event).

4. Technical support for online events

You are responsible for procuring the necessary equipment and the payment of any charges necessary to access and/or use any Events (where applicable). The Association is not responsible for the reliability or continued availability or speed or quality of the telephone or internet lines and/or equipment that you use to access and/or use any Event.

It is your responsibility to ensure that your systems are compatible with our technology or the technology of our virtual platform prior to registering for such an Event.

The Association is not liable or responsible for any technical issues which may arise as a result of your failure to ensure compatibility of our technology with your systems. Similarly, we are not liable or responsible for any delay, disruption, or disturbance in the operation of the internet or problems caused by your internet service provider or for any telecommunications failures which are beyond our control. Access to the Event may not be available as a result of downtime for repairs, maintenance and/or repairs to the Association's websites, virtual platforms, and systems.

5. Data protection

Your personal information will be held and used in accordance with our [Privacy Policy](#).

6. Conditions of attendance

You must comply with instructions and directions given by the Association and any applicable policies and procedures of which you are notified.

We reserve the right to refuse access to, or remove any delegate from, any Event who, in our reasonable opinion has, or is likely to affect the enjoyment of the other delegates, in our reasonable opinion is acting under the influence of alcohol or drugs, or who uses threatening, abusive, or insulting words or behaviour or who behaves in a manner which may cause upset or anxiety to any other delegates.

The Association is dedicated to creating and maintaining a positive event experience where everyone is treated with dignity, courtesy, and respect, regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age, or religion. We do not tolerate bullying, intimidation, harassment, or victimisation of event participants in any form. Any discriminatory language and imagery are not appropriate at any Event, including in presentation material. If you violate these rules, you may be sanctioned or expelled from the Event without a refund.

Please also refer to your own employer's grievance and disciplinary procedures on how they handle complaints against members of staff as we may report any breach of these conditions to your employer.

7. Recording disclaimer

During this Event we may do one or all of the following:

- Take screenshots (subject to your approval for the platform to access your webcam)
- Record all audio output from the Event
- Video record the Event
- Live stream selected Event proceedings

Any subsequent screenshots or recordings may be used in future Association publicity materials only. All video and audio recordings and screenshots will remain the property of the Association and. By submitting an online booking form, you are agreeing to the screenshotting and/or recording and/or filming of the proceedings, as described above, being made for future dissemination by the Association and third parties within whom it works.

8. Limitation of liability

Nothing in these terms and conditions will operate to limit or exclude liability of any party for death or personal injury arising out of its negligence, or for its fraud nor any other liability which cannot be excluded or limited under applicable law.

Subject to the paragraph above, our liability to you as a result of any failure on our part to comply with these terms and conditions shall be limited to the amount of Fees which you have paid to us for that Event only and in no circumstances will either party be liable to the other party for any loss of business, revenue, profits, anticipated savings or goodwill (whether direct or indirect) or for any indirect, special, or consequential loss, arising out of or in connection with these terms and conditions and the event.

9. Equality and diversity statement

We are working towards being fully inclusive. We endeavour to arrange events in fully accessible locations. However, we would appreciate your co-operation in meeting specific requirements and ask that you inform us immediately if you require additional facilities (for example closed captioning, a loop system, BSL interpretation) or any other personal requirements.

We may need to pass on information to a third party about your support requirements. If we are not able to reveal these details this may affect the accessibility arrangements we are able to provide. By submitting this booking form, you agree to your support requirements being passed on to relevant third parties.

10. Force Majeure

For the purposes of these terms and conditions, "Force Majeure" means any cause beyond our control, acts of God (flood, earthquake, tornado, fire, etc.) war, strikes, threats, or acts of terrorism or similar acts, disease, pandemic, epidemic, World Health Organisation travel advisory, civil disorder, government requirements, acts of local or central government or other competent authorities or curtailment of transportation.

We will not be liable to you for failure to perform any obligation under these terms and conditions or in relation to your booking to the extent that the failure is caused by Force Majeure.

11. Intellectual property rights

All Intellectual Property Rights in and to Events and in the content relating to Events are the property of the Association or its third-party content providers. We may provide a licence to third parties, including Event Sponsors, to use Event content at our sole discretion.

Delegates may use Event content solely for their own personal use and benefit and not for resale, distribution, or other commercial purposes. Any request for permission to republish, reprint or use for any other purpose any of Event content should be sent by email to events@culturalenterprises.org.uk.

12. Governing law and jurisdiction

These terms and conditions shall be governed by the laws of England and Wales and you agree that the Courts of England and Wales shall have the exclusive jurisdiction to hear any claim arising out of them.