

Doing Nothing is Not an Option Event

Terms and conditions

1. Binding terms

These terms and conditions, to which you (the “**Delegate**”) hereby agree to be bound, apply to your attendance of the Doing Nothing is Not an Option Event (the “**Event**”) and provision of such Event by Warwick Arts Centre, a department of The University of Warwick, University House, Kirby Corner Road, Coventry, CV4 8UW (“**Warwick Arts Centre**”). These terms and conditions form the entire agreement between Warwick Arts Centre and you with respect to the Event.

2. Applications

All applications to Warwick Arts Centre are applications for a place on the Event.

Applications for attending the Event must be made using the online registration form. Warwick Arts Centre may, in its sole discretion, accept or reject such an application and notify the applicant by email accordingly. If information provided by the applicant is found to be untruthful or falsified, Warwick Arts Centre reserves the right to reject an application or withdraw the acceptance of such application. All admission decisions by Warwick Arts Centre are final. The payment of any sum to Warwick Arts Centre by or on behalf of the applicant does not oblige Warwick Arts Centre to accept an application for attendance. In the event that your participation in the Event is terminated, the provisions for clause 4 (Cancellation) shall apply.

Admission to the Event is based on a ‘first come, first served’ basis.

3. Payment terms

3.1 Fee

The registration fee for attending the Event is as stated on the registration pages of the Warwick Arts Centre website (the “**Fees**”). The Fees will cover registration for the event as stipulated on the webpages under the options available and will cover costs associated with facilities and hosting the event as detailed on the website. Should you be offered a place at the Event, you are liable to pay the Fees in full upon registration for the Event. If Warwick Arts Centre has not received full cleared payment of the Fees from you by the relevant date, Warwick Arts Centre may terminate your participation in the Event without further notice to you.

3.3 General

All payments must be made in pounds sterling and are exclusive of Value Added Tax (VAT) and other taxes, where applicable. With the exception of credit card fees, any taxes, currency conversion costs or other charges incurred in connection with any payments shall be paid by you. Warwick Arts Centre will not accept any deduction from the Fees in any event.

4. Cancellation

4.1 Cancellations, postponement and changes by Warwick Arts Centre

- (a) Warwick Arts Centre may alter or cancel any online registration where it deems, in its reasonable discretion, circumstances so require.
- (b) Without prejudice to the generality of the foregoing or to the provisions of clause 4.2, Warwick Arts Centre reserves the right to cancel your online registration with immediate effect and without liability under the following circumstances:
 - i. if in the reasonable opinion of Warwick Arts Centre, you act in such a way as to prejudice the reputation of Warwick Arts Centre;
 - ii. you fail to meet the payment terms under clause 3;
 - iii. you become insolvent, enter into an arrangement with your creditors or enter into administration, liquidation, bankruptcy or receivership or administrative receivership;

- iv. you are in default of any material obligation of this Agreement or commit a series of persistent breaches of this Agreement and, in the case of such default being reasonably capable of being remedied, fail to remedy it within seven (7) calendar days of being given written notice from Warwick Arts Centre to do so.
- (c) In the event of cancellation of the Event made by Warwick Arts Centre after the receipt of an online application by Warwick Arts Centre and where the terms under clause 4.1(b) above do not apply, Warwick Arts Centre will refund 100% of the Fee for the registration.
- (d) Warwick Arts Centre will not accept liability for other costs incurred by delegates or third parties as a result of Event being cancelled or postponed.
- (e) Warwick Arts Centre does not accept any liability or responsibility if it cannot provide accommodation, food, drinks or services because of industrial action or any other cause which is beyond its control.

4.2 Your right to cancel

Right to cancel Event registration (excluding accommodation)

Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel the Event registration element of this contract within 14 days without giving any reason. For the avoidance of doubt, this right of cancellation does not extend to any accommodation booked through Warwick Arts Centre.

- (a) The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- (b) To exercise the right to cancel, you must inform us, of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail) (Email: ticketing@warwick.ac.uk). You may use the model cancellation form contained in the Annex to these terms and conditions, but it is not obligatory.
- (c) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effect of cancellation

- (d) If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- (e) We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- (f) We will make the reimbursement without undue delay, and not later than:
 - (i) 14 days after the day we receive back from you any goods supplied, or
 - (ii) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
 - (iii) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- (g) We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- (h) If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

For the avoidance of doubt, the rights available under this Clause 4.2 shall only apply where the Fees are met and paid directly by the Delegate in their capacity as a 'Consumer' (as defined in the Regulations) and shall not apply where the Fees are being met and/or paid by a sponsor (by definition not being a Consumer).

Right to cancel Event accommodation (not including Event registration)

Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, where applicable, you have no right to cancel the accommodation element of this contract.

5. Event language

All content on the Event shall be delivered in English and you must possess a good standard of English language and comprehension to participate. Warwick Arts Centre does not accept liability for any inconvenience or failure to attend arising as a result of a lack of English language knowledge.

6. Event material, services and conduct

Payment of the Fees in accordance with these terms and conditions entitles you to participate in the Event and, unless indicated otherwise, the Fees do not include travel or accommodation costs or subsistence, insurance or other costs that might arise prior to or during the Event.

Event outlines and timetables are correct at the time of going online or to print. Views expressed by University staff and other representatives are their own. Warwick Arts Centre does not accept any liability for advice given or views expressed by our staff, Event speakers or delegates or in any notes or documentation provided to Event delegates.

You will be solely responsible for determining whether the Event is sufficient and suitable for your needs. Warwick Arts Centre does not provide any guarantee in respect of improvements to the standard of your abilities on completion of the Event.

Warwick Arts Centre reserves the right to remove you from the Event or exclude you from Warwick Arts Centre premises if your behaviour or demeanour is considered unacceptable. You agree to comply with all applicable policies and regulations of The University of Warwick from time to time in force.

You will provide Warwick Arts Centre with all information reasonably requested by Warwick Arts Centre in connection with the Event.

7. Behaviour on Warwick Arts Centre's Premises

- a) You must make sure that you, members of your party and anyone visiting you at Warwick Arts Centre behave in such a way that they do not cause a nuisance or unreasonable disruption to Warwick Arts Centre, its members or employees, or to any other visitor to Warwick Arts Centre.
- b) You must make sure that you and any members of your party will not bring any animals or pets of any kind on Warwick Arts Centre premises except assistance dogs.
- c) You agree that you and the members of your party will comply with The University of Warwick's Ordinances, Regulations and Rules, in particular:
 - (i) Ordinance 17 on parking and traffic;
 - (ii) Regulation 29 on meetings etc. on University premises.

You acknowledge that Warwick Arts Centre has advised you that these Ordinances and Regulations are available at www2.warwick.ac.uk/services/gov/calendar/section2.

- d) You agree to pay Warwick Arts Centre for any loss or liability of any kind to any person and/or suffered and/or incurred by Warwick Arts Centre which results from you, any member of your party or person visiting you at Warwick Arts Centre failing to obey any University Ordinance, Regulation and/or Rule or otherwise.
- e) Warwick Arts Centre reserves the right to prevent access to Warwick Arts Centre's premises for any individuals who are in breach of any University Ordinance, Regulation and/or Rule including you, your guests and contractors employed by you in relation to the Booking

8. Visa information

Warwick Arts Centre recommends that all participants from outside the European Union verify their visa requirements with the British Embassy or British High Commission.

You are responsible to obtain the required visa to enable your lawful participation in the Event. If you do not obtain the required visa by the start date of the Event, you will not be able to participate and you will be deemed to have served notice of cancellation pursuant to clause 4 above. In that event, the cancellation provisions set out in clause 4.2 shall apply.

In no circumstances will Warwick Arts Centre issue documentation to support a visa application prior to receiving payment in full for the Event Fees.

9. Data protection

Warwick Arts Centre will process any personal data in accordance with the Data Protection Act 1998 and any associated regulations, for the purposes of performing its obligations and exercising its rights under these terms and conditions.

You covenant with Warwick Arts Centre that you will in good faith assist Warwick Arts Centre in complying with its obligations under such legislation in so far as reasonably required by Warwick Arts Centre.

10. Limitation of liability

Subject to the third paragraph of this clause 10, the liability of Warwick Arts Centre to you with respect to the provision of the Event, the cancellation, postponement, or amendment of the Event, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions, will not extend to (i) any indirect losses or damages, or to any loss of profits, loss of contracts or opportunity, whether direct or indirect, even if Warwick Arts Centre had been advised of the possibility of those losses or if they were within Warwick Arts Centre's contemplation; or (ii) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

In any event, subject to the third paragraph of this clause 10 the liability of Warwick Arts Centre to you with respect to the provision of the Event, the cancellation, postponement, or amendment of the Event or any component thereof, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions is limited to the total amount of any payments received from you or on your behalf in relation to the Event.

Nothing in these terms and conditions will operate to limit or exclude the liability of Warwick Arts Centre for death or personal injury arising from Warwick Arts Centre's negligence, fraud or any other liability that, by law, cannot be limited or excluded.

Warwick Arts Centre accepts no liability for loss or damage to your personal property and belongings.

Warwick Arts Centre will not be liable for costs incurred by you (or any other person) in the event of cancellation of the Event in its entirety or the cancellation of your participation in the Event pursuant to these terms and conditions, including but not limited to costs incurred in relation to cancellation or alteration of travel arrangements, accommodation reservations and other costs.

The warranties and undertakings given by Warwick Arts Centre in these terms and conditions are, to the extent permitted by law, given in lieu of all implied conditions, warranties, representations or other terms, including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result.

11. Force majeure

Warwick Arts Centre shall not be liable for any failure or delay in the performance, in whole or part, of any or our obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemics, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.

12. Insurance

You are advised to take out insurance for you and your possessions for the duration the Event and your travel to and from University of Warwick residences.

13. Governing law

These terms and conditions will be governed by and construed in accordance with English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with them.

ANNEX

Model Cancellation Form

To: Warwick Arts Centre
Gibbet Hill Road
Coventry
CV4 7AL
UK

Tel: 02476 524524

I hereby give notice that I cancel the contract for my attendance at Warwick Arts Centre of Warwick's Doing Nothing is Not an Option Event.

Ordered on :
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Name of Delegate :
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Address of Delegate :
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Signature of Delegate:
(if form is handwritten)

Date :
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