

Warwick Arts Centre Masterclass

Terms and conditions

1. Binding terms

These terms and conditions, to which you hereby agree to be bound, apply to your or your child's participation in the Warwick Arts Centre Masterclass (the "**Masterclass**") and provision of such Masterclass by The University of Warwick, University House, Kirby Corner Road, Coventry, CV4 8UW (the "**University**") acting through Warwick Arts Centre. These terms and conditions form the entire agreement between the University and you with respect to the Masterclass.

2. Admission

Masterclass tickets are available on a 'first come, first served' basis and must be produced and shown to a steward upon arrival at the Masterclass. ID may also be checked.

3. Payment terms

3.1 Fee

The registration fee for attending the Masterclass 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.

3.3 General

All payments must be made in pounds sterling and are inclusive 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. The University will not accept any deduction from the Fees in any event.

4. Cancellation

4.1 Cancellations, postponement and changes by the University

- (a) The University may alter or cancel any participant booking 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, the University reserves the right to cancel your booking with immediate effect and without liability under the following circumstances:
 - i. if in the reasonable opinion of the University, you act in such a way as to prejudice the reputation of the University;
 - 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 the University to do so.
- (c) The Masterclass is offered subject to a minimum number of participant registrations. If the minimum number of participant registrations is not met, the University may cancel the Masterclass. If a Masterclass is cancelled due to insufficient registration, the University will inform you by email no later than [28 days] before the Masterclass Date.
- (d) In the event of cancellation of the Masterclass where the terms under clause 4.1(b) above do not apply, the University will replace tickets for an alternative date or refund 100% of the Fee for the registration.

- (e) The University will not accept liability for other costs incurred as a result of Masterclass being cancelled or postponed.
- (f) The University does not accept any liability or responsibility if it cannot provide the Masterclass because of industrial action or any other cause which is beyond its control.

4.2 Your right to cancel

Right to cancel Masterclass registration

- (a) Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a statutory right to cancel your booking onto the Masterclass within 14 days of booking your place, without giving any reason.

This right will expire after 14 days from the date you book your place.

If you cancel this contract within the 14 day cancellation period 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).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

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.

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.

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 you in your 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).

- (b) If the Masterclass is due to begin within 14 days of the date you book your place, then by booking a place you are expressly agreeing that the cancellation period shall come to an end on the date the Masterclass commences, and waiving your right to receive reimbursement for cancelling within 14 days from booking your place.
- (c) If you wish to cancel your participation in the Masterclass after the statutory cancellation period has expired you will not be entitled to a refund but you may be entitled to exchange your ticket for an alternative masterclass, performance, or credit voucher redeemable within 180 days, provided the Masterclass is not due to begin within 28 days from the date you informed us of your decision to cancel.
- (d) To exercise the right to cancel, you must inform us, Box Office Manager, Warwick Arts Centre, Gibbet Hill Road, Coventry, CV4 7AL (Tel: 02476 524524) (Email: ticketing@warwick.ac.uk), of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail).

6. Masterclass material, services and conduct

Payment of the Fees in accordance with these terms and conditions entitles you to participate in the Masterclass 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 Masterclass.

Masterclass 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. The University does not accept any liability for advice given or views expressed by University staff, Masterclass tutors or other participants or in any notes or documentation provided to Masterclass participants.

The University reserves the right to alter the title and content of the Masterclass and the tutor specified, where such alterations are necessary. You will be notified of any relevant changes. You will be solely responsible for

determining whether the Masterclass is sufficient and suitable for your needs. The University does not provide any guarantee in respect of improvements to the standard of your abilities on completion of the Masterclass.

The University reserves the right to refuse admission to the Masterclass, remove you from the Masterclass or exclude you from University premises if your behaviour or demeanour is considered unacceptable. You agree to comply with all applicable policies and regulations of the University.

You will provide the University with all information reasonably requested in connection with the Masterclass.

7. Behaviour on the University's Premises

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

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

- d) You agree to pay the University for any loss or liability of any kind to any person and/or suffered and/or incurred by the University which results from you, any member of your party or person visiting you at the University failing to obey any University Ordinance, Regulation and/or Rule or otherwise.
- e) The University reserves the right to prevent access to the University'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

9. Data protection

The University 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 the University that you will in good faith assist the University in complying with its obligations under such legislation in so far as reasonably required by the University.

10. Limitation of liability

Subject to the third paragraph of this clause 10, the liability of the University to you with respect to the provision of the Masterclass, the cancellation, postponement, or amendment of the Masterclass, 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 the University had been advised of the possibility of those losses or if they were within the University'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 the University to you with respect to the provision of the Masterclass, the cancellation, postponement, or amendment of the Masterclass 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 Masterclass.

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

The University accepts no liability for loss or damage to your personal property and belongings.

The University will not be liable for costs incurred by you (or any other person) in the event of cancellation of the Masterclass in its entirety or the cancellation of your participation in the Masterclass 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 the University 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

The University 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 Masterclass and your travel to and from the Masterclass.

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.