

## **Terms and Conditions**

Prior to making a booking or reservation, please read these terms and conditions, submission of the booking form will be deemed acceptance of these Terms and Conditions.

The terms "you" and "your", when used in these terms, refer to you as the customer.

"Booking" means a booking by you of the Facilities;

"Conference" means the conference entitled Ken@75 to be hosted or facilitated by the University within the Facilities under the Booking;

"Facilities" means any rooms, halls, lecture theatres, equipment, catering and any other bookable facilities, provided to you by the University under the Booking;

"Total Fee" means the total fee payable by you to the University under the Booking;

"University" means the University of Warwick acting through the Economics Department (the "University"), whose administrative office is located at University House, Kirby Corner Road, Coventry CV4 8UW, England.

The following are the terms and conditions of the agreement between you and the University. These terms and conditions form the entire agreement between the University and the participant with respect to the Conference.

### **1. Parties**

- (a) This agreement is between the University and you, not any other person or organisation for whom you book rooms, meals or facilities. You accept responsibility for paying all charges, including any extra charges arising under this Agreement.
- (b) The Agreement is personal to you and you may not transfer your rights under this Agreement to any other person, or organisation.

### **2. Confirmation of Booking**

The Booking becomes confirmed on the basis of these terms and conditions, upon receipt by the University an online booking form submitted by you. The booking form will state the details of the Conference which you have booked, and it will include a clear statement of any other arrangements which have been agreed between you and the University. The University may, in its sole discretion, accept or reject such an application and notify you by email accordingly.

### **3. Payment terms:**

- (a) The fees payable by participants in respect of the Conference are detailed on the website [http://www2.warwick.ac.uk/fac/soc/economics/news\\_events/conferences/kenwallis\\_open](http://www2.warwick.ac.uk/fac/soc/economics/news_events/conferences/kenwallis_open) ("Fees"). All payments of Fees must be made in pounds sterling and are exclusive of VAT and other taxes where applicable. Any currency conversion costs or other charges incurred in connection with the payment of Fees are to be paid in addition to the Fees. No deduction from the Fees for such costs or charges may be made.

- (b) Payments must be made up-front and not less than seven (7) days before the first day of the Conference. If payment has not been made within that time then the University reserves the right to reject your Booking.
- (c) When you confirm a Booking, you agree to pay all the charges in the booking form, unless these are changed or cancelled under the terms of clauses 3(d), 3(e), 5(c) and 6(d) below. In that case you must pay the charges in accordance with the relevant clause.
- (d) The University reserves the right at any time to undertake a credit check to make sure that you will be able to meet all charges when they fall due. If the University is not reasonably satisfied at any time that you will be able to meet the charges, the University may, at its sole discretion, cancel the Booking unless you pay a deposit or pay part or all of the charges in advance as the University may decide. The extent of the deposit, or part payment, is at the sole discretion of the University. The same applies if the University later becomes aware of problems with your financial situation.
- (e) If you are a customer from outside the UK, the University reserves the right to ask for a guarantee of payment from a UK Clearing Bank and to cancel the booking if the guarantee is not provided within fourteen (14) days at the University's request. You will have the right to withdraw the Booking without charge within seven (7) days of the University telling you of its requirements, if they are not acceptable to you, by notifying the University in writing.

#### **4. Your responsibilities**

You shall use all reasonable endeavours to facilitate the provision of the Booking by the University and shall:

- (a) Co-operate with the University;
- (b) Provide the University with all data and other information reasonably required by the University;
- (c) Comply at all times with the terms of this Agreement and such other requirements as maybe otherwise agreed in writing between the parties.

#### **5. Changes or cancellations by the University**

- (a) The University has the right to alter or cancel any booking that it cannot keep for reasons beyond its control. In such circumstances, the University will use all reasonable efforts to offer you an alternative booking. The University 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.
- (b) The University reserves the right to cancel the Booking with immediate effect and without liability under the following circumstances:
  - (b)(i) if in the reasonable opinion of the University, you act in such a way as to prejudice the reputation of the University;
  - (b)(ii) you fail to meet the payment terms under clause 3;
  - (b)(iii) you become insolvent, enter into an arrangement with your creditors or enter into administration, liquidation, bankruptcy or receivership or administrative receivership;
  - (b)(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 thirty (30) calendar days of being given written notice from the University to do so.

- (c) In the event of a cancellation of the Conference made by the University after the receipt of a booking form by the University and where the terms under clause 5(b) above do not apply, the University will refund 100% of the Total Fee for the Booking.
- (d) The University will not accept liability for other costs incurred by delegates or third parties as a result of Conference being cancelled or postponed.

## **6. Cancellation by you**

- (a) In the event that you cancel the Conference after the receipt of a booking form by the University and according to when the University receives a written notice of cancellation which must be sent by post or email to the email address provided on the website under clause 3(a), you shall be liable to pay the University a cancellation fee as follows:
  - (a)(i) for a cancellation made in advance of the Conference, 50% of the Total Fee for the Booking unless clause 6(d) applies;
  - (a)(ii) for a cancellation made after any part of the Conference has commenced, 100% of the Total Fee for the Booking.
- (b) The University will not accept liability for other costs incurred by delegates or third parties as a result of the Conference being cancelled by you.
- (c) Your cancellation of the Booking must be communicated in writing by letter or email to the University. The Booking shall only be treated as cancelled when the University confirm receipt of your written cancellation.
- (d) In accordance with the Consumer Protection (Distance Selling) Regulations 2000, you may cancel the Booking at any time within seven (7) working days from the day after you place the Booking without providing any reason for the cancellation. However you may not cancel under this clause 6(d) once any part of the Conference has commenced.
  - (d)(i) You may cancel the Booking under clause 6(d) by emailing to the email address provided on the website under clause 3(a). Any cancellation notice must be given before the end of the seven (7) working day period referred to above.
  - (d)(ii) If you cancel your registration in accordance with the provisions of this clause 6(d), we will refund any sums paid by you in relation to the Booking within thirty (30) days of the University's receipt of your cancellation. You will not be liable to any cancellation fee for any cancellation made under this clause 6(d).

## **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:
  - (c)(i) Ordinance 17 on parking and traffic;

(c)(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](http://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 Facilities 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. Damage/loss of Property**

All information is given and all statements are made by us in good faith and we use our reasonable endeavours to check all information given to you. The University shall not be liable for any damage or loss to property, valuables or money resulting from information provided by the University or any agent or employee acting for the University save where such loss or damage is caused by a wilful and negligent act of such person. Whilst the University use all reasonable endeavours to ensure the safety of all persons and their property on University premises, no responsibility is accepted by the University or their servants, agents or representatives for the care of property of any description including money, valuables, luggage, clothing or motor vehicles belonging to you, members of your party, visitors and/or guests save where such loss or damage is caused by a wilful and negligent act of such person. You are responsible for ensuring that all rooms relating to your party are locked when not in use and that all members of your group take all money and valuables with them.

## **9. Data protection**

The University covenants that it will comply with its obligations under the Data Protection Act 1998 in the provision of the Conference.

## **10. Liability**

- (a) The University shall not be liable to you in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits and/or any indirect or consequential (including economic) loss of any kind which you may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this Agreement by the University, its servants or agents; including but not limited to the provision of the Conference, the cancellation, postponement, or amendment of the Conference, 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. In any event you accept and agree that the maximum liability of the University under or otherwise in connection with this Booking and/or any related Booking shall not exceed the return of the monies paid by you under these terms and conditions.
- (b) Nothing in these terms and conditions shall operate as:
  - (b)(i) to exclude the University's non-excludable liability in respect of death or personal injury caused by the negligence of the University, its servants or agents;
  - (b)(ii) to affect your statutory rights where you are dealing as a consumer within the meaning of the Unfair Contract Terms Act;

(b)(iii) to exclude the application of Section 12 of the Sale of Goods Act 1979;

(b)(iv) to exclude liability for fraudulent misrepresentation.

- (c) 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. Insurance**

You must have in place adequate insurance to cover your obligations and liabilities under this agreement. Evidence of such insurance must be made available to the University upon reasonable request.

## **12. Name and Logo**

- (a) You may not use the name and/or logo of the “University of Warwick” and/or any of its departments or subsidiaries or any photographs of any part of the University without the prior written permission of the University, and in any event, only for the purposes of promoting the Conference.
- (b) Neither party shall use the other party’s name, trademarks, service marks, logos, trade names and/or branding without other party’s prior written permission.

## **13. Bribery Act 2010**

Both parties shall:

- (a) comply with all relevant requirements which shall mean all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and any amendment thereto;
- (b) comply with and maintain in place throughout the term of this Agreement its own anti-bribery and anti-corruption policies as well as Adequate Procedures (as defined in S7(2) of the Bribery Act 2010 and the guidance provided under S9); and
- (c) not engage in any activity, practice or conduct which would constitute an offence under S1, 2 or 6 of the Bribery Act 2010.

## **14. Termination**

Either party may terminate this Agreement forthwith by notice in writing to the other in accordance with clause 15(i) if:

- (a) the other party is in default of any material obligation of this Agreement or commits a series of persistent breaches of this Agreement and, in the case of such default being reasonably capable of being remedied, fails to remedy it within thirty (30) calendar days of being given written notice from the other party to do so or;
- (b) if the other party becomes insolvent, or takes or suffers any similar or analogous action.

## **15. General Provisions**

- (a) The provisions of these terms and conditions are severable and distinct from one another, and, if at any time any provision is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.
- (b) If you issue a purchase order, memorandum or other agreement covering the Booking to be provided under this Agreement, it is agreed that such document is for your own internal purposes only, in which case all terms and conditions contained in such a document which are additional to or inconsistent with this Agreement shall be of no force or effect, unless such document has been accepted in writing by a duly authorised representative of the University.
- (c) No other conditions or terms (whether contained in any documents issued by you or in any oral or written communications between the parties) shall apply to the Agreement nor shall the conditions be varied without the written agreement of the University.
- (d) The rights and remedies of the University in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the University to you nor by any failure of or delay by the University in ascertaining or exercising any such rights or remedies.
- (e) Any release, waiver or compromise or any other arrangement of any kind (a release) by the University shall not affect its rights and remedies as regards any other party nor its rights and remedies against you in whose favour it is granted or made except to the extent of the express terms of the release and no such release shall have effect unless granted or made in writing.
- (f) The rights and remedies in this Agreement are cumulative and not exclusive of any rights and/or remedies provided by law.
- (g) These terms and conditions and the Agreement shall not constitute and shall not be deemed to constitute any relationship of partnership or agency or joint venture between the University and you and shall not in any way create a lease of the University premises.
- (h) You shall not impede in any way the University (or their agents and servants) in the exercise of the University's right of possession and control of each and every part of the University premises.
- (i) All notices under this Agreement shall be in writing and may be served by post or facsimile transmission addressed to the other party at the address given in this Agreement or at such other address as a party shall from time to time by notice in writing give to the other party for the purpose of service of notices under this Agreement and every such notice shall be deemed to have been served. If served by post at the expiration of three (3) days after despatch of the same or if sent by facsimile transmission at ten (10) hours local time on the next normal business day of the recipient following despatch or if served by email at the expiration of forty eight (48) hours after the same shall have been sent, and in proving service it shall be sufficient to show in the case of a letter that the same was duly addressed prepaid and posted in the manner provided and in the case of a facsimile transmission report that it was transmitted to the correct telephone number and in the case of an email that the email was properly addressed and that email had previously been sent to the member's registered email address and not returned as undeliverable. Saturdays, Sundays and Bank Holidays shall not in any event be treated as days on which service is effected, and service shall be deemed to take place on the next normal business day of the recipient.
- (j) For the avoidance of doubt nothing in these Conditions shall confer on any third party any benefit or the right to enforce any provision of these Conditions.
- (k) This Agreement shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English court.

