

## **Terms and Conditions for Bournemouth University's Online Event Booking Applications**

We are Bournemouth University Higher Education Corporation (“**BU**” / “we” / “our” / “us”) of Poole House, Talbot Campus, Fern Barrow, Poole, Dorset BH12 5BB, with VAT number GB 504 4921 66. BU is regulated by Higher Education Funding Council for England and BU is an exempt charity for the purposes of the Charities Act 2006.

**This page (together with the documents referred to on it) sets out the terms and conditions (the “Terms”) on which you submit your application to book a place on an Event listed via the TicketSource website at [www.ticketsource.co.uk](http://www.ticketsource.co.uk) (“The Website”).**

**Please read these Terms carefully before submitting your application because you will be bound by the Terms once a contract comes into existence between us.**

**If you do not accept and agree to these Terms, you must not submit a booking application. By clicking on the acceptance box you confirm that you have read and agree to these Terms and to be bound by and accept these Terms. Please note that these Terms are not intended to supersede or replace those of TicketSource and the terms and conditions which TicketSource requires you to agree to when making a booking on the Website will apply as well as these Terms.**

Please print a copy of these Terms for future reference. A link to these Terms shall be sent out in any email confirming receipt of your application.

These Terms are subject to change (please see below).

BU shall retain a copy of the Terms in place at the time you submit your application and you may request a copy of these Terms by contacting BU on [Legalservices@bournemouth.ac.uk](mailto:Legalservices@bournemouth.ac.uk) and/or Legal Services, Bournemouth University, M209 Melbury House, 1-3 Oxford Road, Bournemouth, Dorset BH8 8ES.

### **1. YOUR STATUS**

1.1 By submitting your application through the Website, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 16 years old.

Some of the Terms apply to both business customers and consumers and some of the Terms apply to business customers only or to consumers only. Such terms are highlighted as such. You are a business customer if, in the

course of your business, you are making an application for your staff to attend a course otherwise you are a consumer.

## 2. **CONTRACT FORMATION**

2.1 After you have submitted your application and accepted these Terms, BU shall send you an email confirming your place(s) on the Event specified in your application (the “**Event**”).

2.2 These Terms shall become binding on BU on the earliest of:

- (a) BU confirming your place(s) on the Event; and
- (b) the requested Event commencing,

at which point a contract shall come into existence between us (the “**Contract**”).

2.3 Events are subject to demand and where there is insufficient demand for a Course:

- (a) BU shall not be liable to provide the Event;
- (b) BU may cancel the Contract in relation to the Event; and
- (c) BU shall have no liability to you.

## 3. **PROVISION OF THE EVENT**

3.1 BU will deliver the Event to you/your candidate(s) from the date set out in the email confirmation sent to you (the “**Event Confirmation**”).

3.2 BU will make every effort to deliver the Event on time but there may be delays due to circumstances beyond BU’s control (see below Events Outside of BU’s Control). In this case BU will contact you and, with your agreement, deliver the Event as soon as reasonably possible.

3.3 BU may have to suspend, delay or interrupt the provision of the Event if BU has to deal with technical problems. BU aims to let you know in advance where this occurs, unless the problem is urgent or an emergency.

3.4 It may be necessary for reasons beyond BU’s control for BU to vary the Event itinerary, including times, dates, delivering staff, venue, and contents. BU shall, where reasonably practicable, notify you of these changes.

#### 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 For the purposes of these Terms, “**Intellectual Property Rights**” shall mean: patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- 4.2 Any and all Intellectual Property Rights in:
- (a) the Event; and
  - (b) any materials, items, documents including text, information, data, software, executable code, images, audio, or video material in any medium or form provided by BU to you/your candidate(s) for and or in connection with the Event (the “**Event Content**”),
- belong to BU absolutely or are licensed by BU from a third party.
- 4.3 You may not use the Event Content for any commercial purpose.
- 4.4 BU grants to you/your candidate(s) a non-exclusive and non-transferable licence to use the Intellectual Property Rights in the Event Content for the purpose of the Event.
- 4.5 You shall not grant any sub-licences, in whole or in part, of any of the rights granted under these Terms, or sub-contract any aspects of exploitation of the rights licensed to you, without BU’s prior written consent.
- 4.6 BU may require you to cease all use of any of the Event Content if BU reasonably believes that your use of the Event Content infringes the Intellectual Property Rights of any third party, or breaches any applicable law or regulation. In this instance, BU may, at its option either:
- (a) provide you with alternative Event Content so as to avoid the infringement (but provide you with substantially the same features);  
or
  - (b) terminate the Contract immediately on written notice in respect of the affected Event or Event Content.

## 5. LINKS TO OTHER WEBSITES

- 5.1 BU may provide links on its Website to the websites of other corporations, whether affiliated with us or not. BU makes no representation, warranty, or undertaking that products you purchase from third party sellers through the Website, or from companies to whose website BU has provided a link on the Website, will be of satisfactory quality, fit for purpose, or conform to their description. This does not affect your statutory rights against the third party seller.
- 5.2 These Terms shall not apply to products or services offered to you once you have left this Website.

## 6. CANCELLATION RIGHTS

- 6.1 **Consumers only:** You may cancel your booking at any stage.

## 7. BU'S LIABILITY

- 7.1 Subject to the clause headed 'Events Outside of BU's Control', BU shall not be liable for losses that result from BU's failure to comply with these Terms that fall into the following categories:
- (a) loss of income or revenue;
  - (b) loss of business;
  - (c) loss of contracts;
  - (d) loss of production;
  - (e) loss of reputation;
  - (f) loss of goodwill;
  - (g) loss of profits;
  - (h) loss of anticipated savings;
  - (i) loss of data; or
  - (j) waste of management or office time.

BU shall be liable for any claims for loss of or damage to your tangible property that are a foreseeable consequence of BU breaching these Terms or any other claims for direct loss that are not excluded by categories (a) to (j) inclusive of this clause.

- 7.2 Nothing in these Terms excludes or limits BU's liability for:
- (a) death or personal injury caused by BU's negligence;

- (b) fraud or fraudulent misrepresentation; or
- (c) any other matter for which it would be illegal for BU to exclude or attempt to exclude BU's liability.

**8. BU'S LIABILITY – COURSES, COURSE NOTES AND MATERIALS AND OTHER COMMENTARY, MATERIALS AND INFORMATION PROVIDED FREE OF CHARGE (TOGETHER "EVENT MATERIALS")**

- 8.1 The Event Materials are provided on an 'as is' basis and are not intended to amount to advice on which reliance should be placed.
- 8.2 Although the Event Materials are prepared in good faith, BU shall not be liable for and shall have no responsibility for the Event Materials and such Event Materials are provided without any guarantees, conditions or warranties as to their accuracy or completeness.
- 8.3 Reliance on the Event Materials is at your own risk and if in doubt you should take your own independent professional advice.

**9. DATA PROTECTION**

- 9.1 The details you have provided in booking your place will be held by BU for the purposes of administering your booking and attendance at the Event.
- 9.2 Where you have given your consent for us to do so, we will send you other information on future public engagement events organised by or involving BU.
- 9.3 For further data protection information please see our privacy notice [www1.bournemouth.ac.uk/privacy-notice-enquirers-bu-bu-events](http://www1.bournemouth.ac.uk/privacy-notice-enquirers-bu-bu-events)

**10. WRITTEN COMMUNICATIONS**

When using the Website, you accept that communication with BU will be mainly electronic. BU may contact you by email or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that BU provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 11. NOTICES

- 11.1 All notices given by you to BU must be given at [askbu@bournemouth.ac.uk](mailto:askbu@bournemouth.ac.uk) or askBU, Royal London House, Christchurch Road, Bournemouth, BH1 3LT with a copy sent to Legal Services, Bournemouth University, M209 Melbury House, 1-3 Oxford Road, Bournemouth, Dorset BH8 8ES.
- 11.2 BU may give notice to you at either the email or postal address you provide to us when submitting your application, or in any of the ways specified above under the heading 'Written Communications'. Notice will be deemed received and properly served immediately when posted on the Website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

## 12. TRANSFER OF RIGHTS AND OBLIGATIONS

- 12.1 The Contract is binding on you and BU and on each of our respective successors and assignees.
- 12.2 **Business customers only:** you may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 12.3 **Business customers only:** BU may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of its rights or obligations arising under it, at any time during the term of the Contract, upon notifying you of this.

## 13. EVENTS OUTSIDE OF BU'S CONTROL

- 13.1 BU shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Contract that is caused by events outside BU's reasonable control (**Force Majeure Event**).
- 13.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) strikes, lock-outs or other industrial action;
  - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks; and
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

13.3 BU's performance under the Contract is deemed to be suspended for the period that the Force Majeure Event continues, and BU shall have an extension of time for performance for the duration of that period. We shall use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

#### **14. WAIVER**

14.1 If BU fails, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms, or if BU fails to exercise any of the rights or remedies to which BU is entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

14.2 A waiver by BU of any default will not constitute a waiver of any subsequent default.

14.3 No waiver by BU of any of these Terms will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

#### **15. SEVERABILITY**

If any of these Terms or any provisions of the Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

#### **16. ENTIRE AGREEMENT**

16.1 These Terms constitute the whole agreement between you and BU and supersedes all previous discussions, correspondence, negotiations, previous

arrangement, understanding or agreement between you and BU relating to the subject matter of the Contract.

- 16.2 The parties acknowledge that, in entering into the Contract, neither party shall rely on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms.
- 16.3 Each party agrees that the other party's only liability in respect of those representations and warranties that are set out in these Terms (whether made innocently or negligently) will be for breach of Contract.
- 16.4 Nothing in this clause limits or excludes any liability for fraud.

## **17. VARIATION OF THE TERMS**

- 17.1 BU may revise and amend these Terms from time to time to correct any error or omission which does not materially affect the Terms or for legal or regulatory reasons.
- 17.2 BU shall notify you of any changes to these Terms which materially affect the Contract between us and you shall be entitled to terminate the Contract by written notice to BU.

## **18. THIRD PARTY RIGHTS**

Except as expressly provided elsewhere in these Terms, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any Term of the Contract.

## **19. LAW AND JURISDICTION**

The Contract relating to the provision of the Event and any dispute or claim arising out of or in connection with the Contract or the Event or formation of the Contract (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with the Contract, its formation or the Event (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England.