

# Conditions of use

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## Events Booking Service- Terms and Conditions of Business

All orders placed by Customers for delivery of Services through this website are accepted subject to the following terms and conditions.

### 1 Definitions

In these terms

'We' means the Events Booking Service:

The registered office of the company which provides the Events Booking Service is:

MacLaurin Court  
4 Bishops Square Business Park  
Hatfield  
Hertfordshire  
AL10 9NE

'The Customer' or 'You' means the person placing an order for the purchase of the Products and/or the Services from Business Link.

'The Services' means the the delivery of the workshops/events as described in Clause 5 below.

### 2 Orders and payments

#### 2.1 Firm Orders and Acceptance

Completion and submission (electronic or otherwise) to us of the online booking form constitutes your order for the Services referred to in the booking form on the terms set out below, whether or not you propose to make payment online.

We will acknowledge receipt of on-line orders electronically but all such orders are subject to our written acceptance.

Acceptance of all orders (whether placed online or not) will be by issue of the relevant invoice (or where payment has been received online, by issue of copy invoice) in accordance with Clause 2.4 below (for addresses see Customer Services at the end of these terms and conditions).

In the event of our not accepting any order placed, any sum debited to us from your credit/debit card will be refunded as soon as possible.

#### 2.2 Terms and conditions of business

Acceptance shall always be on the basis that:

2.2.1 these terms and conditions of business apply;

2.2.2 no terms and conditions accompanying a customers order shall apply unless specifically referred to in our acceptance; and

2.2.3 nothing said by any of our agents shall be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of the Services offered by us.

#### 2.3 Prices

The prices payable for the Services are as set out in our website unless Clause 3 below is applied.

All prices are shown exclusive of VAT unless otherwise stated. Our VAT registration number is 906 3338 34

#### 2.4 Invoices

A VAT invoice/receipt for all orders placed (marked "paid" where applicable) shall be sent to you by post within 10 working days.

#### 2.5 Time for Payment

Where payment is not made by credit/debit card bank transfer, payment for the Services ordered shall be made without deduction or set off to the Events Booking Service in the relevant company name and at the address set out on the invoice within 30 days of the invoice date or by the date of delivery of the Services (if earlier). Overdue payments shall incur interest at 2% above the base rate of National Westminster Bank plc.

#### 2.6 Methods of Payment

We require payment by credit/debit card when the Services are ordered online. Where orders are telephoned or emailed and accepted by us, payments should also be made by credit/debit card unless different arrangements are made with the Events Booking Service at the time of booking.

### 3 Discounted and free-of-charge workshops/events

From time to time we offer a number of our workshops/events free of charge or at a discount to customers meeting certain criteria.

When you have registered on our website and we have verified that your personal details match the appropriate eligibility criteria you shall automatically:

- be provided with details of any courses which are then available free of charge; and
- be offered any discount then available to you for the course you have selected.

#### **4 Delivery of services**

'The Services' means the delivery of the workshops/events referred to in Clause 5 below.

### **5 Workshops/Events**

#### **5.1 Website descriptions of workshops/events**

The outlines of workshops/events on this website are intended as guides only, as courses are regularly reviewed and updated to reflect changes in legislation and other business developments as well as continuous improvements to the Services.

#### **5.2 Limited numbers**

Our workshops/events are designed and presented by specialists and are intended to be participative wherever appropriate. To facilitate this, the number of bookings accepted on each workshop/event is restricted, so as to enable those attending to obtain the full benefit of discussion and interaction between delegates and the speaker.

#### **5.3 What is included in the purchase price of course place**

Please see the individual course description for details of any meals or accommodation included.

#### **5.4 Course materials**

Course handout materials are provided as an aid to learning and understanding and to avoid copious note taking. They are only available to those booked on a course and not sold separately. No part of any handout material may be reproduced without permission.

### **6 Change or cancellation of bookings**

#### **6.1 If you have to change or cancel your booking**

6.1.1 Please contact us as soon as possible (see Customer Services below).

We understand that changes in circumstances mean that it is not always possible for an individual booked on a course to attend. However, cancellations can cause us difficulties and are therefore subject to the following conditions:

- (a) Delegates can be substituted at any time prior to the commencement of the course.
- (b) A transfer to another course will be considered as a cancellation and re-booking.
- (c) A course place may be cancelled without charge providing the necessary notice is given to us in the same form or method as is set out in clause 2.1 above for the placing of orders and it is received by us.
- (d) not less than 2 clear working days prior to the commencement of the course or
- (e) in the case of a course offered free of charge, at least 2 clear working days prior to the commencement of the course, or
- (f) within 2 clear working days of the confirmation of order (but prior to the commencement of the course) whichever is the later date.

As soon as we accept notice of your cancellation of any order which may be cancelled without charge in accordance with the above terms, we will refund fees paid. Any sum debited to us from your credit/debit card will be refunded as soon as possible and in any event within 30 days of your cancellation.

(g) Where a course place is not cancelled, or is cancelled on less than the 2 working days' notice required above, the full course fee will remain payable or a cancellation charge may be made for free of charge courses.

#### **6.2 If we need to change or cancel your booking**

We know that cancellation of a workshop/event by us causes inconvenience and we therefore make every endeavour to run published programmes. However, we reserve the right to alter or reschedule programmes, timings, speakers, fees or venues without prior notice for whatever reason. Such alteration or cancellation shall only be in exceptional circumstances and in such case we will endeavour to give you as much notice as possible.

In the event of any change of alteration or cancellation of workshop/event, our liability shall be restricted to offering you a re-booking on any replacement workshop/event we run, or the refunding of any fees paid to us by you if we are not replacing the workshop/event or if you do not wish to accept any re-booking offered.

### **7 Limitation of liability**

Nothing in these terms and conditions is intended to limit any rights you might have as a consumer, whether under statute or otherwise, that may not be excluded. Subject to that:-

#### **7.1 We only accept liability for:-**

7.1.1 Death or injury caused by the negligence of our employees, agents or subcontractors without limit; and

7.1.2 Subject to Clause 7.2.2 below, physical damage to or loss of your tangible property to the extent it results from breach of contract or the negligence of us, our employees agents; and

7.1.3 Any other liabilities specifically provided for in these terms to the extent so specified.

## **7.2 Limitations**

7.2.1 Under no circumstances shall the Events Booking Service be liable to you for any indirect or consequential losses, damages costs or expenses of any kind whatever (including any loss of production, loss or corruption to data, loss of profits or of contracts, loss of operation time and loss of goodwill or anticipated savings, even if we have been advised of their possibility) and howsoever caused, whether arising under contract, tort (including negligence) or otherwise in connection with the performance of this agreement, including the provision of (or failure to provide) any information or advice.

7.2.2 Except in respect of death and personal injury, our total liability to you in contract or tort (including negligence) or otherwise from or in relation to the provision of or failure to provide any Service under this agreement shall not exceed

(a) in respect of loss or damage to tangible property, the sum of £10,000

(b) in the event of any alteration or cancellation of a workshop/event in accordance with Clause 7.2 above, as provided for in that Clause

(c) in respect of any other loss, an amount equivalent to the sum paid by you for the Services in question.

7.3 This Clause 7 shall apply before and after any termination of this agreement.

## **8 Data Protection**

8.1 Your personal data shall be added to the Events Booking Service database for the purpose of processing your request and to inform or update you with relevant details of our Services.

8.2 If you do not wish to receive any further information or offers from us, whether by post, telephone or email, please inform Customer Services (see contact details below).

8.3 No personal data shall be forwarded to any third party and shall remain confidential to be utilised exclusively for the purpose listed in sub clause 8.1.

## **9 Privacy**

You acknowledge and agree to be bound by the terms of our [privacy policy](#)

## **10 Intellectual Property**

10.1 Any course material or work created by the Events Booking Service or its agents or subcontractors as part of the provision of the Services shall be the property of Events Booking Service. For this purpose Intellectual Property Rights' means copyrights, rights in the nature of copyright, patents, trade marks, database rights, service marks, design rights, registered designs, and any other similar proprietary rights.

10.2 No part of any course material or any material supplied by any of the organisations offering workshops/events through this website as part of workshop services shall be reproduced by you in any way without the prior agreement in writing of the organisation providing the workshop/event.

## **11 Complaints and Disputes**

11.1. In the unlikely event that you have cause for complaint please contact Customer Services as soon as possible. You will receive an acknowledgement within five (5) to ten (10) working days and we will try to resolve any problems as quickly as possible.

11.2. The parties agree to use all reasonable efforts to negotiate a settlement of any complaint or dispute between them:

(i) by using our complaint handling procedure or if this is unsuccessful;

(ii) by one party giving notice to the other requesting that the dispute be referred to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

## **12 General**

### **12.1 Amendments**

Any amendment to each confirmed order must be in writing agreed between the parties.

### **12.2 Notices**

Unless otherwise expressly stated in these terms and conditions,

(a) all notices from you to us must be in writing and sent to our contact address set out under "Customer Services" set out below; and

(b) all notices from ourselves to you must be in writing and sent to the address set out on the order form.

### **12.3 Invalidity**

If any part of these terms and conditions is unenforceable, the enforceability of any other part of them shall not be affected.

### **12.4 Waiver**

The failure of either party to seek redress for breaches or to insist upon strict performance of any term,

condition or provision of this Agreement, or the failure of either party to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof. A waiver of any default shall not constitute a waiver of any subsequent default. No waiver of any of the terms, conditions or provisions of this Agreement shall be effective unless it is in writing.

### **12.5 Jurisdiction and applicable law**

These terms and any contract of which they form part shall be governed by and interpreted in accordance with English law and subject to the exclusive jurisdiction of the English courts.

### **13 Customer Services**

If you wish to contact us for any reason, please do so during business hours using one of the following routes: (business hours are Monday to Friday 08.30 to 17.30).

Tel: +44 (0) 845 601 1000

Fax: +44 (0) 0845 607 6117

Email: [bookevents@businesslinkeast.org.uk](mailto:bookevents@businesslinkeast.org.uk)

Alternatively please complete our [enquiry form](#).

Postal Address:

Events Booking Service

MacLaurin Court

4 Bishops Square Business Park

Hatfield

Hertfordshire

AL10 9NE