



Please note that before placing an order, you will be asked to agree to Bournemouth University's terms and conditions (see below). Please read these terms carefully and make sure you understand them before ordering.

Bournemouth University's Online Event Terms and Conditions

We are Bournemouth University Higher Education Corporation ("**BU**") 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](#).

To contact us about an order placed with us online please refer to the relevant BU organiser's contact details set out in the event advertisement or contained within your order confirmation from BU.

These terms set out the terms and conditions (the "Terms") on which BU supply all events and/or services (the "Events") listed to you (references to "you" and "your" are to be construed accordingly).

Please read and make sure that you understand these Terms carefully before ordering. Before placing an order you will be asked to agree to these Terms.

If you do not accept, understand and agree to these Terms, you must not continue with your order.

Please print a copy of these Terms for future reference. A link to these Terms shall be sent out in any automated e-mail confirming receipt of your order ("**Order Acceptance**").

These Terms may be subject to change (please see below).

1. YOUR STATUS

1.1 By placing an order you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old.

2. **CONTRACT FORMATION**

- 2.1 After completing your order and accepting these Terms, BU shall send you an Order Acceptance acknowledging that BU has received and accepted your order. The contract between you and BU (the “**Contract**”) will only be formed when BU sends you the Order Acceptance e-mail.
- 2.2 Your order constitutes an offer to BU to buy which BU is free to accept or decline. BU may ask you to verify your identity and/or entitlement or eligibility to receive or attend an event. Without restricting BU’s other rights, if you do not provide BU with satisfactory evidence by the time requested by BU, BU will be entitled to cancel the Contract at any time, even after acceptance. You acknowledge that such verification procedures are to protect your identity and security interests.
- 2.3 All orders/tickets are subject to availability.
- 2.4 Some events are subject to demand and where there is insufficient demand:
 - (a) BU shall not be liable to deliver the event;
 - (b) the Contract shall be cancelled; and
 - (c) BU shall have no liability to you, other than to reimburse, in full, any payment received.

3. **PROVISION OF THE EVENT**

- 3.1 BU will deliver the event to you on the date set out in the relevant automated Order Acceptance e-mail.
- 3.2 BU will make every effort to provide 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, provide 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 or to verify a delegate’s identity and/or eligibility. 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 itinerary, including workshop, conference, course and event times, dates, delivering staff, venue, transport and contents. BU shall, where reasonably practicable, notify you of these changes.

4. INTELLECTUAL PROPERTY RIGHTS AND PRODUCT LICENCE

- 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 for and or in connection with the event (the “**Content**”),
- belong to BU absolutely or are licensed by BU from a third party.
- 4.3 You may not use the Content for any commercial purpose, unless we expressly agree otherwise.
- 4.4 BU grants to you a non-exclusive and non-transferable licence to use the Intellectual Property Rights in the event and the Content for the sole purpose intended by BU and only as advertised and stated in the Order Acceptance e-mail.
- 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 Content if BU reasonably believes that your use of the 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 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 Content.

- 4.7 You may not change, amend, adapt, vary, modify, develop, incorporate into another product or do any other similar act, to all or part of the Content in any way without BU's prior written consent.

5. PRICE

- 5.1 All prices are quoted in GBP – UK pound Sterling. Unless otherwise stated where the price is set out on the Website, product prices include VAT. Delivery charges are not included in the price.
- 5.2 While every effort is made to ensure the accuracy of the prices listed, some or all of the events may be incorrectly priced. **BU shall be under no obligation to provide the events at an incorrect, substantially lower price, even where your order has been accepted by BU where such error is obvious or unmistakable.**
- 5.3 If a correct price is higher than the price stated, BU shall normally, at its discretion, either contact you for instructions, or shall be entitled to cancel your order and notify you of such cancellation and issue you with a full refund for the cancelled event.
- 5.4 BU reserves the right to change the event prices to take into account any increase in BU's costs, including but not limited to the cost of the event, any tax, duty or levies, and overheads. BU shall notify you of such increases.

6. PAYMENT

- 6.1 By placing your order, you agree to pay BU in full and, unless otherwise agreement by BU in writing, at the time you place your order.
- 6.2 Payment can be made by credit or debit card only at the time of placing your order.
- 6.3 Online payments via the Website are not collected by BU directly but by a third party service provider, Realex. Once your payment is received by Realex in cleared funds, Realex will contact BU to confirm the details of your successful payment. On receipt of this confirmation BU will confirm to you that the payment has been received and accepted by BU.

7. **CANCELLATION RIGHTS/HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

- 7.1 You may cancel a Contract at any time within fourteen days, beginning on the day after the Contract is concluded ("**Cooling Off Period**"). To cancel a Contract, you must inform BU in writing within the Cooling Off Period. However: your right to cancel a Contract does not apply where:
- (a) you have agreed to the event being available to you within the Cooling Off Period. All of your cancellation rights will end as soon as you request the service to begin; and/or
 - (b) contracts for the provision of the event (being accommodation, transport, catering or leisure facilities including train tickets, concert tickets, and sporting events) where BU agree to provide the event on a specific date or within a specific period.
- 7.2 Once the event has commenced, been delivered or performed, there is no right to cancel. To cancel you must either:
- (a) inform BU in writing by email to studentlifecycle@bournemouth.ac.uk providing your name, home address, details of your order and where available, your phone and email address; or
 - (b) complete the online cancellation form by [logging in to myHub](#) and following the link on your 'My graduation' homepage

8. **BU'S REFUND POLICY**

- 8.1 Where you cancel the Contract during the Cooling Off Period and provided you are entitled to cancel and have completed and returned the online cancellation form, BU will process the refund due to you as soon as possible and, in any case, within 30 days of the day you gave notice of cancellation. In this case, BU will refund the price of the event in full, and any applicable delivery charges.
- 8.2 Subject to clause 8.1 and to your statutory rights, BU may at its absolute discretion offer you a full or partial refund upon request (for example where we are able to re-sell your ticket to someone else or where your cancellation is due to other exceptional circumstances beyond your control).
- 8.3 Where BU offers you a refund under these Terms, BU will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9. BU'S LIABILITY

- 9.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen (for example if you discussed it with us prior to forming the contract).
- 9.2 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the event. Any representation, warranty or condition which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring the event is suitable for your purposes.
- 9.3 Nothing in these Terms excludes or limits BU's liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples);
 - (e) defective products under the Consumer Protection Act 1987; or
 - (f) any other matter for which it would be illegal for BU to exclude or attempt to exclude BU's liability.

10. DATA PROTECTION

- 10.1 BU will use the personal information you provide to BU to provide the event, and may use it to inform you about similar services which BU provides.

11. WRITTEN COMMUNICATIONS

When ordering tickets for events you accept that communication with BU will be mainly electronic. BU may contact you by e-mail or provide you with information by posting notices on its 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.

12. NOTICES

- 12.1 All notices given by you to BU must be sent:
- (a) to the e-mail or postal address set out within the relevant Order Acceptance e-mail; and
 - (b) a copy sent by post to Student Lifecycle Team, Bournemouth University, Melbury House, 1-3 Oxford Road, Bournemouth. BH8 8ES.
- 12.2 BU may give notice to you at either the e-mail or postal address you provide to us when placing an order, 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 BU Website, 24 hours after an e-mail 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 e-mail that such e-mail was sent to the specified e-mail address of the addressee.

13. TRANSFER OF RIGHTS AND OBLIGATIONS

- 13.1 The Contract is binding on you and BU and on each of our respective successors and assignees.

14. EVENTS OUTSIDE OF BU'S CONTROL

- 14.1 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 (a "**Force Majeure Event**").
- 14.2 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.
- 14.3 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. BU shall use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations under the Contract may be performed despite the Force Majeure Event.

15. WAIVER

- 15.1 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.
- 15.2 A waiver by BU of any default will not constitute a waiver of any subsequent default.
- 15.3 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.

16. 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.

17. ENTIRE AGREEMENT

- 17.1 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 this Contract.

- 17.2 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.
- 17.3 Each of us agrees that our 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.
- 17.4 Nothing in this clause limits or excludes any liability for fraud.

18. VARIATION OF THE TERMS

- 18.1 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.
- 18.2 You will be subject to the policies and terms and conditions in force at the time that you place further orders unless any change to those policies or these Terms is required to be made by law or governmental authority in which case it will apply to orders previously placed by you.
- 18.3 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.

19. LAW AND JURISDICTION

Contracts for the purchase of Products and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England.