

Events – Delegate Terms and Conditions

All bookings made are accepted by UCAS Media Limited, a company registered in England and Wales under registration number 02737300, whose registered office is Rosehill, New Barn Lane, Cheltenham GL52 3LZ (“**the Company**”), on the following terms and conditions. The Company is a wholly-owned subsidiary of The Universities and Colleges Admissions Service (“UCAS”).

You should ensure that you have read them before completing your booking. In these terms and conditions an “**Event**” shall mean the individual exhibition, virtual event, convention or conference that the booking has been made for.

These terms and conditions should be read in conjunction with the terms and conditions for users of Company’s website [here](#).

Payment

1. All Event bookings must be made online or via a digital or paper form. Bookings will be available for a limited period of time prior to each Event and/or on arrival at the Event. Not all methods of booking will be available to visitors for every Event. The Company will determine which methods of booking and making payment it makes available to visitors for each Event in its absolute discretion.

2. The Company will only accept your booking and provide services on receipt of payment in cleared funds at the time of booking. If payment is not received by the Company at the time of booking, a place on the selected Event(s) is not guaranteed until full payment is received in cleared funds in accordance with the following terms:

- a. Payment via invoice (including credit account). The Company must receive payment in cleared funds 30 days from the date of invoice in accordance with the payment terms of the invoice, or seven days prior to the date of the Event (whichever date is first): www.ucas.com/exhibitions or www.ucas.com/events. Payment must be received by the final working day immediately before any due date which falls on a weekend or bank holiday.
- b. Payment by cheque or bank transfer. As payment is due in cleared funds at least seven days prior to the date of the Event, cheques must be despatched and payment by bank transfer must be processed by you at least ten days prior to the date of the Event to allow time for the Company to receive payment.

- c. Payment by credit account. This option is only available if you have set up a credit account with the Company and you have selected payment for this booking via your credit account. To set up a credit account, you must have completed a Credit Application Form which has been approved by the Company. A Credit Application Form is available on request.
- d. The Company reserves the right to charge interest on late payment at 2% above the Bank of England base rate from time to time.
- e. If you fail to make payment in accordance with this section, you shall be deemed to have waived any and/or all rights for a place at the Event(s).

3. Payment by credit or debit card will be the only payment method available to visitors in the following circumstances:

- a. Bookings made and received by the Company less than two weeks before the earliest selected Event date.
- b. Bookings made outside the United Kingdom and received by the Company less than 30 days before the earliest selected Event date.

4. All fees (where applicable) will be subject to VAT.

Liability

5. The Company shall endeavour to ensure that the published programme for an Event is provided. However, the Company reserves the right to alter published programmes.

6. Any opinions expressed by exhibitors or speakers are their own, and the Company cannot accept liability for advice given, or views expressed, by them.

7. The Company accepts no responsibility or liability for the loss of or damage to personal effects belonging to Event visitors.

8. The Company reserves the right to cancel an Event at its discretion, in which case its liability shall be limited to a refund of any booking fees paid to the Company.

9. The Company will not be liable for any failure or delay in the delivery of the Event, which is caused by circumstances beyond its control (a force majeure). Where such an event occurs, the obligations of the Company will be suspended for so long as the force majeure continues, or cancelled at the discretion of the Company. The Company will not be obliged to reimburse to the visitor any payments made.

10. The Company will make reasonable efforts to describe the Event accurately at the time of booking. Where an Event includes items such as refreshments, lunch, dinner, accommodation, course materials and entertainment, then the details of these will be communicated to you at the time of booking.

11. The Company reserves the right to change the date or venue, or any other aspects of any event, at its discretion at any time prior to the date of the event. The Company will use reasonable endeavours to give a minimum of 21 days' notice prior to the date of the event, although some changes may by necessity be notified later and with less notice. The

Company's liability in respect of such change will be limited to a refund of booking fees if so requested.

12. The Company may (at its sole discretion) refuse admission to, or eject from the Event, any person in its absolute discretion, including (without limitation) any person who fails to comply with these terms and conditions or who in the opinion of the Company represents a security risk, nuisance or annoyance to the running of the Event. You agree to comply with all reasonable instructions issued by the Company or the venue owners at the Event.

13. Virtual Events website:-

13.1 The information on the website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

13.2 Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

13.3. Where our website contains links to other sites and resources provided by third parties, such as exhibitors, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

13.3 We warrant that we will provide the virtual event with reasonable care and skill although we do not warrant any particular outcome as a result of you uploading any listings to the Virtual Event.

13.4 We do not warrant the credibility or suitability of any visitor or delegate attending the virtual event.

13.5 Notwithstanding that we will use our reasonable endeavours to provide uninterrupted access to the virtual event; technological failure may obstruct the provision of the virtual event in whole or part. We make no representation or warranty that the virtual event will be accessible or available at all times, or that the whole or any part of the virtual event will be free from error.

13.6 We will not be liable for delays or errors in data caused by virtue of the transmission of that data via the internet.

13.7 You are permitted to submit content, participate in chats or forum posts within the virtual event. You retain ownership to the content you submit. However, upon submission, you grant us and the host a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, transferable and sub-licensable right to use, reproduce, broadcast, distribute, prepare derivative works of, display, and perform any of your submissions in connection with the

virtual event or for promotion or redistribution of all or part of the virtual event in any format and through any channel.

13.8 You may also be exposed to submissions from other users. We are not liable to you for any other user's submission, and you agree to waive, any legal or equitable rights or remedies you have or may have against us and the host with respect to other users' submissions.

13.9 We have the right to review user submitted content to determine whether it violates these terms and conditions and to remove or alter that content without notice to you. However, although we have the right to review and remove content, we do not routinely monitor the virtual event for violations of these terms and you should have no expectation that the content made available has been reviewed or is compliant with these terms. Therefore, you agree that neither us nor the host will be liable for any failure to remove or alter content.

13.10 You are solely responsible for the activity, which occurs at a virtual event. You are prohibited from and agree not to:

- i. create false user accounts, use another individual's user account or otherwise access the virtual event in an unauthorised manner;
- ii. invade another user's privacy or publish another user's personally identifiable information without such user's consent.
- iii. copy, modify, reproduce, transmit, republish, distribute or create derivatives of any of the content, software or materials available in the Virtual Event; launch any automated system, including, but not limited to, "robots", "spiders" or "offline readers", which access the online event platform;
- iv. collect or harvest any personally identifiable information;
- v. make or submit any sexually explicit, racially, culturally or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, discriminatory or abusive statements or content;
- vi. transmit material that contains malicious code, such as viruses, worms, trojan horses, spyware, or other potentially harmful elements;
- vii. use the communication systems made available to you within the virtual event for commercial solicitation, unless expressly authorised to do so by us or intentionally omit, delete, forge or misrepresent transmission information, including headers, return mailing and internet protocol addresses;
- viii. impersonate any other person or entity or stalk or otherwise harass any other user;
- ix. submit content which features pornographic, sexually explicit, describes or encourages dangerous or illegal acts, graphic or gratuitously violent content; or

- x. make or submit any obscene, hateful or otherwise offensive material, comments or content.

13.11 We in our sole discretion, reserve the right to terminate your access to the virtual event for any violation of these terms, including repeat infringers, and to remove or take down any content posted in violation, or suspected to be in violation of these terms.

Cancellation

13. All notices of cancellation by you must be in writing, which can include email to events@ucas.ac.uk, unless section 14c below applies. Where section 14c applies, you can give notice to cancel by making a clear statement that you wish to cancel but we request that you do so in writing.

14. If the Company has charged you for booking a place on an Event, and you wish to cancel your booking, the following charges will apply.

- a. You may cancel your booking and receive a full refund at any time up to 30 days before an Event.
- b. If you cancel your booking less than 30 days before an Event, no refund will be given unless section 14c applies.
- c. If you are considered a “consumer” under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you will receive a full refund if you cancel your booking within 14 days after the day you made that booking, as long as the Event booked has not taken place before you request a cancellation. A “consumer” means an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession.

Other provisions

15. Unless there is a good reason why we would have to refuse, we will normally allow you to give your space to another person if you are unable to attend, without incurring any additional fees, subject to you telling us in writing and giving at least 24 hours’ notice prior to the Event.

16. If you are a teacher or adviser accompanying students to an event and you take responsibility for distributing the tickets, you must ensure that the individually named tickets are given to the correct individuals. Failure to do so will result in incorrect data being given to universities and other exhibitors when students register with them, causing

abreach of data protection legislation and the Company accepts no liability in the case of such a breach.

17. You may not make any audio (including transcripts), video recording, take any photographs or create any images of an Event without the prior written consent of the Company and any relevant intellectual property owners. Requests by you will not be unreasonably withheld but may be subject to an additional fee which the Company will advise you of on request.

18. Personal data you supply to us as part of the booking process, and subsequent to it, will be processed in accordance with the Data Protection Act 2018 and any re-enactment, amendment, extension or replacement from time to time. Our privacy policy sets out how we use your personal data and on what lawful basis we do so. It also contains other information with respect to your personal data.

19. For the purposes of virtual events when you visit a higher education provider or an exhibitor's stand during an event then this will be considered an 'expression of interest' and will be deemed as consent for that third party to contact you directly in accordance with the marketing preferences indicated during your registration for the event.

20. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. However, please note that we only provide our virtual events website for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

21. We do not guarantee that our virtual events website, or any content on them, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

22. These terms are not intended to confer any benefit on a third party under the provision of the Contracts (Rights of Third Parties) Act 1999.

23. If at any time any part of these terms is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from these terms and the validity and/or enforceability of the remaining provisions of these terms shall not in any way be affected or impaired as a result of that omission.

24. We reserve the right to amend these terms without notice.

25. These terms and conditions shall be governed by the laws of England and you submit to the exclusive jurisdiction of the English courts.

Speakers

26. The following terms and conditions apply to speakers and chairpersons booking at Events that are not employees of the Company or UCAS (in addition to the above terms and conditions):

- a. You are responsible for obtaining all necessary consents, permissions and/or licences for the making available and distribution of content relating to your presentation and any content you provide us with respect to the Company's publication of programme and marketing materials including your photograph, prior to the Event.
- b. You will indemnify and keep us indemnified at all times against any and all actions, claims, proceedings, costs and damages, and all legal costs and other expenses reasonably incurred by the Company, or for which the Company may become liable, with respect to any intellectual property rights infringement claim relating to or arising out of the content of your presentation.
- c. You grant to the Company a non-exclusive, limited licence, commencing on the date you provide us with your presentation and ceasing six months after the Event, to distribute copies of your presentation to delegates, visitors and other interested persons either in hard copy, electronically or online.
- d. You will provide the Company with a photograph and biography upon request, and you give your consent for the Company and UCAS to use this personal data for the promotion and marketing of the Event in hard copy, electronically or online.
- e. The venue, event name and event date are indicative only and we reserve the right to alter them. Information given in any advance notification, programme, agenda or mailing is indicative only and we give no warranty or undertaking that the Event will comply with the same.
- f. If specified by the Company in writing, we will reimburse you for your reasonable travel expenses (including overnight accommodation) provided that these are incurred and claimed by you in accordance with the UCAS Expenses Policy.
- g. You consent to the Company making an audio and/or visual recording of your presentation. The Company will be the owner of the intellectual property rights in these recordings. You hereby grant to the Company a non-exclusive perpetual worldwide licence to use the recording(s) in all media.

