

# Terms and Conditions for Delegates

The following conditions apply from the date we receive confirmation of a booking from you, for an "event" being hosted by the University of Aberdeen (hereinafter the "University" or "us" or "we"). In these conditions you are the person, firm or company making the booking (hereinafter the "Delegate" or "You").

## 1. Health & Safety

Delegates will at all times abide by the conditions of the University's health and safety regulations. Whilst attending an event at the University Delegates must comply with reasonable instructions given by the event organisers or other University staff.

## 2. Data Protection

Information provided by Delegates is confidential and will be held by the University in accordance with the Data Protection Act 1998; it will be used for course administration purposes. The University may send you details of similar courses which we feel may be of interest to you or your colleagues, if you do not want to receive any additional information please let us know.

## 3. Payment

The University will issue an invoice on registration of the Delegate. Such invoice shall be paid within thirty (30) days of receipt. Payment can be made by cash, cheque, banker's draft or a credit card the University accepts. Cheques should be made payable to The University of Aberdeen as specified on the invoice. VAT, where applicable, shall be chargeable at the prevailing rate.

The University reserves the right to charge interest at the rate of 2.5% for each month or part thereof that the invoice remains outstanding. The terms and conditions of the University's credit policy shall apply.

## 4. Cancellations

In the event of cancellation a refund of the registration fee, less an administrative charge will be made, provided that notice is received in writing no less than 30 days before the event. It is regretted that cancellations received after this time will be liable for the full Delegate fee. Substitute delegates may be made at any time at no extra charge. If the University cancels the event, you will receive a full refund.

## 5. Delegates Responsibilities

5.1 You shall act in a proper and orderly manner, leave promptly at the appropriate time and comply with all reasonable requests the University staff or the venue's staff may make of You while at the event. If you do not comply with this condition, you will pay the University compensation for any loss that this causes the University, including any legal fees reasonably incurred.

5.2 You promise us you shall not bring any food or drink into the premises where the event is held ("Premises") or consume at the Premises any prize won during the event (unless we specifically allow you, in writing, to do so and we will have no liability whatever in respect of the consumption at the event of any food or drink which we or the venue have not supplied.

5.3 Any property that you bring onto the Premises is brought entirely at your risk and we will not assume custody of any such items. Subject to the Hotels Proprietors Act 1956, the

owners of the Premises will not accept any liability for damage or loss to items of property that are left unattended or overnight within the Premises.

## **6. Force Majeure**

The University shall not be liable for performing its obligations under this Contract by circumstances beyond its reasonable control. Such performance shall be suspended, and where the obligations of the University cannot be completed within a reasonable time the event will be cancelled with the repayment of Delegate fees for any uncompleted element of the event program. The University will not be liable for any costs associated with such cancellation other than the fee paid by the Delegate hereunder

## **7. Accuracy of Information**

Whilst the University shall endeavour to ensure the accuracy and relevance of any information or materials provided to Delegates as part of any event, the University shall not be liable for and the Delegate shall be entirely responsible for the use to which it puts such information or materials. No representation or warranty of any kind is made or given by the University as to the suitability of any information or materials for use for any particular purpose.

## **8. Liability and Indemnity**

The University will not accept responsibility for death, injury, disease, theft or damage to property unless the University or its employees are found to be at fault.

## **9. Law**

This Contract shall be governed and construed in accordance with the Law of Scotland. All disputes arising hereunder shall be subject to the exclusive jurisdiction of the Scottish Courts