



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 any Products.

Bournemouth University’s Online Event Terms and Conditions

We are Bournemouth University Higher Education Corporation (“**BU**” / “**we**”/ “**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](#).

To contact us about an order placed with us via the Eventbrite website at www.eventbrite.co.uk (the “**Website**”), please refer to the relevant BU organiser’s contact details set out in the event advertisement on the Website or contained within your order confirmation from BU.

These terms set out the terms and conditions (the “Terms”) on which BU supply all goods, products, events and/or services (the “Products”) listed on the Website to you (references to “you” and “your” are to be construed accordingly).

Please read these Terms carefully before ordering any Products. Before placing an order you will be asked to agree to these Terms. Please note that these Terms are not intended to supersede or replace those of Eventbrite and the terms and conditions which Eventbrite requires you to agree to when making a booking on the Website will apply as well as these Terms.

If you do not accept and agree to these Terms, you must not order any of BU’s Products from the Website.

These Terms, and any contract between us, are only in the English language.

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

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

BU shall retain a copy of the version of these Terms in place at the time of your order and you may request a copy of these Terms by contacting BU via e-mail to legalservices@bournemouth.ac.uk and/or by post to Legal Services, Bournemouth University, M209 Melbury House, 1-3 Oxford Road, Bournemouth, Dorset BH8 8ES.

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; and
 - (c) if you are not a consumer, that you have authority to bind any business on whose behalf you use the Website to book or purchase the Products.

- 1.2 Some of the sections in these Terms apply to both business customers and consumers, and some of the sections in these Terms apply to business customers only or to consumers only. Such sections are highlighted as such. You are a business customer if the Products are to be used in the course of your business, otherwise you are a consumer. If you are a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these terms will affect these legal rights.

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 a Product 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 a Product before providing it. 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, and shall not be obliged to provide the Product. You acknowledge that such verification procedures are to protect your identity and security interests.

- 2.3 Any descriptions or advertising BU issue, and any descriptions or illustrations detailed on the Website are issued or published solely to provide you with an approximate idea of the Products they describe. They do not form part of the Contract to which these Terms apply or any other contract between you and BU for the supply of the Products.
- 2.4 These Terms will apply to any replacement Products BU supply to you.
- 2.5 All orders are subject to availability and substitute Products may be provided. BU shall contact you where the Product ordered is not available and BU may offer a substitute Product which you are free to accept or reject.
- 2.6 The Contract will relate only to those Products set out in the Order Acceptance e-mail BU shall not be obliged to supply any other Products which may have been part of your order but which are not set out in the automated e-mail until the acceptance of such Products has been confirmed in a separate Order Acceptance e-mail for them.
- 2.7 Some Products are subject to demand and where there is insufficient demand for a Product (for example, but not limited to, a conference, workshop, or course):
- (a) BU shall not be liable to provide the Product;
 - (b) BU may cancel the Contract; and
 - (c) BU shall have no liability to you, other than to reimburse, in full, any payment received.

3. PROVISION OF THE PRODUCTS

- 3.1 BU will supply the Products to you from the date set out in the relevant automated Order Acceptance e-mail.
- 3.2 BU will make every effort to provide the Product 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 Product as soon as reasonably possible.
- 3.3 BU may have to suspend, delay or interrupt the provision of the Product if BU has to deal with technical problems, verify a delegate's identity and/or eligibility or make improvements to the Product. 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 Product 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. DEFECTIVE PRODUCTS

- 4.1 In the event that the Products do not conform with the Contract, please let BU know as soon as possible. BU will:
- (a) provide you with a full or partial refund depending on what is reasonable in the circumstances and the extent of your use of the Products; or
 - (b) re-perform or re-supply the Products.

5. INTELLECTUAL PROPERTY RIGHTS AND PRODUCT LICENCE

- 5.1 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.
- 5.2 Any and all Intellectual Property Rights in:
- (a) the Products; 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 Products (the "**Content**"),
- belong to BU absolutely or are licensed by BU from a third party.
- 5.3 You may not use the Content for any commercial purpose, unless we expressly agree otherwise.
- 5.4 BU grants to you a non-exclusive and non-transferable licence to use the Intellectual Property Rights in the Products and the Content for the sole

purpose intended by BU and only as advertised on the Website and stated in the Order Acceptance e-mail.

- 5.5 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.
- 5.6 BU may require you to cease all use of any of the Products and or Content if BU reasonably believes that your use of the Products and or 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 Products and or 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 Product and or Content.
- 5.7 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 Product and or Content in any way without BU's prior written consent.

6. DOWNLOADING AND STREAMING

- 6.1 Where we make Products available to you to download or stream you may:
- (a) download, install and use those Products for your private use or internal business purposes only, either (as agreed between the parties):
 - (i) if the licence purchased by you is a single-user licence or the Product is for single use, on one central processing unit; or
 - (ii) if the licence is a multi-user or network licence, for the number of concurrent users agreed between you and BU;
 - (b) make one copy of the Product for back-up purposes only.

7. PRICE

- 7.1 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 and payments not made in pounds sterling are subject to currency fluctuations and bank charges. The total price of the Products, including delivery charges, currency fluctuations and bank charges, shall, so far as BU is able to do so, be confirmed before you can submit your order.

- 7.2 While every effort is made to ensure the accuracy of the prices listed for some or all of the Products may be incorrectly priced. **BU shall be under no obligation to provide the Products at an incorrect, substantially lower price, even where your order has been accepted by BU where such error is obvious or unmistakable.**
- 7.3 If a Product's correct price is higher than the price stated on the Website, BU shall normally, at its discretion, either contact you for instructions before dispatching or making the Product available to you, or shall be entitled to cancel your order and notify you of such cancellation and issue you with a full refund for the cancelled Products. Where the Product has already been dispatched you may return the Product at your own risk and cost and BU shall provide you with a full refund. Where you have already enjoyed full use of the Product no additional charge shall be made.
- 7.4 BU reserves the right to change the Product prices to take into account any increase in BU's costs, including but not limited to the cost of the Products, any tax, duty or levies, and overheads. BU shall notify you of such increases.

8. PAYMENT

- 8.1 By placing your order, you agree to pay BU for all Products in full and, unless otherwise agreed by BU in writing, at the time you place your order. **Business customers only:** Payment for all Products must be made in full without deduction, counterclaim or set off.
- 8.2 Payment can be by credit or debit card:
- (a) Via the Website at the time of placing your order; or, an only if you are unable to make payment by this method,
 - (b) to BU directly by providing the details over the phone. BU accepts payment by all major credit or debit cards. If the card supplier declines payment BU is under no obligation to bring this fact to your attention. You should check with your bank/credit/debit card supplier that payment has been deducted from your account. We cannot accept liability for a payment not reaching the correct BU account due to you quoting an incorrect account number or incorrect personal details, nor can we accept liability if payment is declined or refused by the credit/debit card supplier for any reason.
- 8.3 Online payments via the Website are not collected by BU directly but by a third party service provider, Eventbrite. Once your payment is received by Eventbrite in cleared funds, Eventbrite 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.

- 8.4 BU may also invoice you where we have agreed to this payment method and all correctly submitted invoices must be paid in full and in cleared funds within 30 days of the invoice date.
- 8.5 Where payment is by credit or debit card, payment will be taken from your credit or debit card before the Products are dispatched or made available to you. Where payment by credit or debit card is not received in full cleared funds BU may, at its discretion, refuse delivery, access or continued access to the Products.

9. RISK AND TITLE

- 9.1 **Goods and content only:** The Products will be at your risk from the completion of delivery, being the time when you physically receive the Products.
- 9.2 **Goods only:** Ownership of the Products will pass to you, the later of:
- (a) when BU receive full payment of all sums due in respect of the Products, including but not limited to delivery charges; and
 - (b) completed delivery, meaning the time you physically receive the Products.

10. CANCELLATION RIGHTS

- 10.1 **Consumers only:** you may cancel a Contract at any time within 14 days, beginning on the day after:
- (a) **Services only:** the Contract is concluded;
 - (b) **Goods only:** you receive the Product,
(the “Cooling Off Period”).

To cancel a Contract, you must inform us within the Cooling Off Period of your decision to cancel by a clear statement including details of your name, address and details of the Product you wish to cancel. You can use the model cancellation form (set out at Appendix 1) for this purpose, but you do not have to use it. However, your right to cancel and receive a refund does not apply:

- a) to contracts for the provision of Products (being accommodation, transport, catering or leisure facilities including train tickets, concert

tickets, and sporting events) where BU agree to provide the Product on a specific date or within a specific period; and/or

- b) to any Products prepared or made to your specification or clearly personalised; and/or
- c) where the Products are newspapers, periodicals, articles, training materials, magazines; and/or
- d) where the Products are perishable goods, such as food, drink or fresh flowers; and/or
- e) **Services only:** once the Product has been substantially or completely performed; and/or
- f) where the Products are software, DVDs or CDs which have a security seal which you have opened or unsealed.

10.2 **Consumers and Goods only:** You must take reasonable care of the Products and return the Products to us in good condition within 14 days of cancellation.

10.3 **Consumers only:** when you cancel a Contract, any linked contracts will also automatically end.

11. BU'S REFUND POLICY

11.1 **Consumers only:** where you cancel the Contract during the Cooling Off Period and provided you are entitled to cancel under clause 10.1 above, BU will process the refund due to you within 14 days of:

- (a) **Services only:** the day you gave notice of cancellation; or
- (b) **Goods only:** receipt by us of the returned Products.

11.2 **Consumers only:** the refund due to you under clause 11.1 will be, the price of the Product in full less:

- (a) **Services only:** the value of the Product you have received at the point of cancellation; or
- (b) **Goods only:** the amount by which the value of the Product is diminished as a result of unnecessary handling of the Product, the cost of any non-standard delivery and the cost of return of the Products to us (where we pay for the cost of return).

11.3 Subject to clause 11.1 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 the Product to someone else or where your

cancellation is due to other exceptional circumstances beyond your control).

- 11.4 For courses or events, a substitute delegate can usually be named with no additional charge at any time before BU begins to provide the Product. Substitute delegates must satisfy all eligibility criteria in respect of the Product.
- 11.5 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.

12. BU'S LIABILITY

- 12.1 **Business customers only:** BU will only supply the Products for internal use by your business, and you agree not to use the Product for any re-sale purposes.
- 12.2 Subject to the clause headed 'Events Outside of BU's Control', if BU fails to comply with these Terms, BU shall only be liable to you for the purchase price of the Products.
- 12.3 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 due to business interruption;
 - (b) loss of business opportunity;
 - (c) loss of income or revenue;
 - (d) loss of business;
 - (e) loss of contracts;
 - (f) loss of production;
 - (g) loss of reputation;
 - (h) loss of goodwill;
 - (i) loss of profits;
 - (j) loss of anticipated savings;
 - (k) loss of data; or
 - (l) waste of management or office time; or
 - (m) any unforeseeable loss or damage (loss or damage is foreseeable if they were an obvious consequence of BU's breach or if they were

contemplated by you and us at the time we entered into the Contract),

in respect of consumers only, this clause is not intended to exclude any liability which we are not legally permitted to exclude.

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 (m) inclusive of this clause.

- 12.4 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;
 - (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - (d) **Consumers only:** 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.

12.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. 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 Products are suitable for your purposes.

12.6 **Consumers only:** We only supply the Products to you for domestic and private use. You agree not to use the Product(s) for any commercial, business or re-sale purposes.

13. **BU'S LIABILITY – LECTURES, LECTURE NOTES AND MATERIALS AND OTHER COMMENTARY, MATERIALS AND INFORMATION PROVIDED FREE OF CHARGE**

13.1 The Products are provided on an 'as is' basis and all commentary, information and materials are not intended to amount to advice on which reliance should be placed.

- 13.2 Although the Products are prepared in good faith, BU shall not be liable for and shall have no responsibility for the Products and such Products are provided without any guarantees, conditions or warranties as to their accuracy or completeness.
- 13.3 Reliance on the Products is at your own risk and if in doubt you should take your own independent professional advice.

14. IMPORT DUTIES

- 14.1 If you order Products from the Website for delivery outside the European Economic Area, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that BU has no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 14.2 Please also note that you must comply with all applicable laws and regulations of the country for which the Products are destined. BU shall not be liable for any breach by you of any such laws.

15. TERMINATION OF CONTRACT

- 15.1 **Business customers only:** Where you suspend or are unable to pay your debts as they fall due or have a receiver, administrator, administrative receiver or liquidator appointed or call a meeting of your creditors or cease for any other reason to carry on the business or any equivalent and/or similar event or effect in any jurisdiction or in the reasonable opinion of BU any of these events appears likely, then, without limiting any other right or remedy available to BU, BU may cancel or suspend all further deliveries under the Contract or under any other contract between you and BU without incurring any liability to you, and all outstanding sums in respect of Products delivered to you shall become immediately due.

16. DATA PROTECTION

- 16.1 BU will use the personal information you provide to BU to provide the Products, and may use it to inform you about similar services which BU provides, unless you tell BU that you do not want to receive this information.

17. WRITTEN COMMUNICATIONS

When ordering BU Products via the Website 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 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.

18. NOTICES

- 18.1 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 for the Product; and
 - (b) a copy sent by post to, Legal Services, 1-3 Oxford Road, Bournemouth, Dorset BH8 8ES.
- 18.2 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 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.

19. TRANSFER OF RIGHTS AND OBLIGATIONS

- 19.1 The Contract is binding on you and BU and on each of our respective successors and assignees.
- 19.2 **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 BU's prior written consent.
- 19.3 **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.

20. EVENTS OUTSIDE OF BU'S CONTROL

- 20.1 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**").
- 20.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond BU's 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.
- 20.3 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.

21. WAIVER

- 21.1 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.
- 21.2 A waiver by BU of any default will not constitute a waiver of any subsequent default.
- 21.3 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.

22. 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.

23. ENTIRE AGREEMENT

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 Nothing in this clause limits or excludes any liability for fraud.

24. VARIATION OF THE TERMS

- 24.1 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.
- 24.2 You will be subject to the policies and terms and conditions in force at the time that you order further Products 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.
- 24.3 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.

25. **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.

CANCELLATION DURING COOLING-OFF PERIOD AT THE REQUEST OF CONSUMER

You may have a right to cancel your contract with BU. You enter a contract with BU for services (such as events and short courses) when BU accepts your order to purchase the products via the Eventbrite website at www.eventbrite.co.uk.

Except where an exception (listed in clause 10.1 of our Website terms) applies:

- (a) when you enter a contract for services with us you have the right to cancel it within 14 days without giving any reason (provided the services haven't ended); and
- (b) for goods, your right to cancel begins the day after you receive the goods.

The 14 day period is referred to as your cooling-off period.

If you wish to cancel during the cooling-off period, you must tell us. You can tell us by email, letter, or using the model cancellation form below. Notification should be sent by email to buevents@bournemouth.ac.uk or by post to the BU Events Team, Bournemouth University, Melbury House 3rd Floor, 1-3 Oxford Road, Bournemouth, Dorset BH8 8ES. However you contact us, you must make it clear you wish to cancel the contract and include your name, address and the product you wish to cancel.

Where you cancel the contract in the cooling-off period and have paid any fees under that contract, we will refund those fees less:

- (a) **for services:** the value of the services you have received at the point of cancellation; or
- (b) **for goods:** the amount by which the value of the goods are diminished as a result of you handling them beyond what is necessary to establish their nature, characteristics and functioning, the cost of any non-standard delivery and the cost of return of the products to us (where we pay for the cost of return).

Please note that for legal compliance, notably anti-money laundering duties, we may need you to complete a form to verify details before we refund.

Model Cancellation Form

To BU

I, hereby give notice that I cancel my contract for the supply of the following service/goods:

.....
.....

Ordered on:

Acceptance of order on*:

Name of consumer:

Address of consumer:
.....
.....

Signature of consumer (only if this form is notified on paper):

.....

Date:

*This is the date BU sent you confirmation of your order. If you are not sure, you can leave this blank.