

TERMS AND CONDITIONS OF SMART PROSPECTS EVENTS

The following terms and conditions apply to all companies and or persons or other entities (“you”) that are attending any event (“Event”) organised by Alison Randle trading as “Smart Prospects” (“we” or “us”). Please ensure you have read and understand the following:

1. Acceptance of terms and conditions

By completing the registration form for a particular event, you are agreeing to the terms and conditions set out below (“Terms”) and they will be incorporated into the contract between us (“Contract”). You will ensure that your employees, partners, agents, contractors, subcontractors and any other person attending the Event on your behalf shall comply with these Terms. The Contract is formed when we send you a booking confirmation.

2. Payment

The fee for attending the Event (“Registration Fee”) will be as stated on the registration form from for the relevant Event from time to time. Prices are exclusive of VAT except where expressly stated otherwise. All payments for the Registration Fee must be made in full at the time of completing the registration form and in any event prior to the date of the Event. If payment is not received within 7 days of your registration, your registration will be cancelled and the payment of any refund will be at our complete discretion. Payment will be made via our merchant account provider and you consent to us passing your necessary details to the merchant account provider and to them processing necessary information about you. We reserve the right to run price promotions as we think fit.

3. Refunds

All tickets for the Event shall be non-refundable except as set out in paragraphs 4 and 5 below. However, if you are unable to attend the Event for any reason you may email us at events@smartprospects.co.uk to provide us with the name of a substitute to attend the Event on your behalf and on receipt of this email we shall make such substitution and allow the substitute access to the Event. We may at our discretion charge an administration fee of up to [£100] for making such substitution.

4. Cancellation

There may be circumstances in which we need to cancel the Event. In such circumstances, we will provide you with a full refund of the amount of the Registration Fee that you have paid to us and we will make very effort to provide you with such refund within 60 days of the date of cancellation.

5. Postponement or change to venue

There may be circumstances in which we need to postpone the Event or change the venue at which Event is to be held and if we do, we shall advise you of this as soon as we possibly can. If the postponement is for more than 6 months after the publicised date of the Event or the replacement venue is more than 50 miles away from the publicised venue, you may cancel your ticket by emailing us at accounts@smartprospects.co.uk and we shall provide you with a full refund.

6. Notification of email address

We shall notify you of any cancellation or postponement of an Event or change to venue by emailing the email address that you provided on the registration form for the Event and it is your responsibility to advise us of any change to your email address. We shall not be liable for any loss you suffer (such as travelling to the Event) arising out of you failing to see our email about any cancellation, postponement or change of venue.

7. Liability

Our sole liability in relation to any cancellation, postponement or change of venue shall be limited to the price paid by you for such Event and we shall not be liable under any circumstances for any consequential losses.

8. Your obligations

If you act in any way which in our opinion is likely to cause any harm or nuisance to any person at the Event, you will be required to leave the Event and we shall not be liable to refund your Registration Fee or any other payment.

You must comply at all times with the health and safety policy of the venue. You must comply with all requests from us or the venue with regard to health and safety and failure to do so will result in you being asked to leave the event (in which case no refund will be provided). You may not bring any equipment or items of a hazardous or dangerous nature to the Event.

You shall not cause any damage to any part of the venue (including outside areas, and all inside walls, flooring, fixtures and fittings). You are solely liable for any damage caused by you, your employees, contractors, sub-contractors and agents to any such area of the venue and shall fully reimburse us in relation to any damage so caused.

You must keep your personal belongings with you at all times and we accept no liability for any damage to, loss of or theft of any of your belongings or other items brought to the Event by you.

9. Promotional materials and materials at the Event

You agree that we may include your details in any promotional materials relating to the Event and/or any materials used at the Event. We are not liable for errors or omissions contained in such information. Unless otherwise stated, the copyright for any such promotional materials and any materials used at the Event (including course notes, slides, brochures, articles and case studies) belongs to us and may not be reproduced in any medium without our prior written consent. You may use such materials for your own business purposes only and may not reproduce, publish or deal with such materials in any way for any commercial use. We reserve the right to change the published programme (including the publicised speakers) or materials as we think fit.

10. Photography and filming

We may wish to photograph or film the Event and reserve the right to do so for the purposes of promoting future events or otherwise. You consent to us (or any other person attending the Event) photographing or filming you and any persons attending the Event with you. You may take photographs (but not film) of the Event.

11. Data protection

We will communicate with you using the contact details provided on the Registration Form for the purposes of the Event and will otherwise use and process your personal data as set out in our [Data Privacy Notice](#).

12. Tickets

We shall not send you tickets for the event. We will have your name on the attendee list and if you have paid the Registration Fee you shall be provided with access to the Event.

13. Travel, accommodation, and refreshments

You shall be responsible for making and paying for your own travel and accommodation arrangements to and from the Event. If you are late at the event or prevented from attending the Event due to travel delays or any other circumstances, we shall not be obliged to provide you with a refund or to wait to start the Event until you arrive. Only those refreshments, meals and accommodation set out on the specific event page on our website www.smartprospects.co.uk are included.

14. Disability, medical conditions and dietary requirements

If you have any disability or medical condition that requires us to make special arrangements for you or any special dietary requirements, please email us at events@smartprospects.co.uk as soon as possible, and in any event at least 2 weeks prior to the date of the Event.

15. Limitations of Liability

Whilst every reasonable precaution is taken by us to ensure security and safety at the event, we shall not in any way be liable for any loss or damage suffered by you whatsoever in relation to the Event, save that nothing in these Terms shall be deemed to limit the liability of any person for death or personal injury caused by negligence.

Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our negligence, any fraudulent misrepresentation or any other liability for which it is unlawful to exclude or limit liability.

Our total liability for any matter arising out of the Contract shall in all circumstances be limited to the price paid by you for the Event and we shall not in any circumstances be liable to you for any consequential loss whatsoever.

16. Governing law

These Terms shall be governed by English Law and you hereby submit to the exclusive jurisdiction of the English Courts.