



## **AUA Enterprises Limited**

### **Event Terms and Conditions**

**PLEASE READ THESE TERMS CAREFULLY BEFORE MAKING A BOOKING. THESE TERMS TELL YOU WHO WE ARE AND THE BASIS ON WHICH WE PROVIDE EVENTS TO YOU.**

#### **1. These Terms**

1.1 These are the terms and conditions which will apply to any bookings you make for Association of University Administrators events.

1.2 Please read these terms carefully before making a booking. These terms tell you who we are, how we will confirm your booking, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

#### **2. Information about us and how to contact us**

2.1 When booking to attend an Association of University Administrators event you are entering into a contract with AUA Enterprises Limited ("AUA"). Our address is [The University of Manchester, Sackville Street Building, Sackville Street, Manchester, M60 1QD] and our company number is 07814323 and our VAT number is 130 2859 35. AUA is the subsidiary trading company of the Association of University Administrators (a charitable incorporated organisation registered in England and Wales (1179422)).

2.2 You can contact us by telephoning our customer service team on 44+(0)161 528 0531 or by emailing us at [hello@aua.ac.uk](mailto:hello@aua.ac.uk).

2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when making your booking.

#### **3. Our contract with you**

3.1 You can make a booking request by contacting us via our website, on the phone or by way of email.

3.2 Our acceptance of your booking request will take place when we email you to accept it and confirm your booking for an event, at which point a contract will come into existence between you and us.

3.3 If we are unable to accept your booking request we will inform you of this and will not charge you. This might be because we have no availability for the relevant event or because we have identified an error in the price or description of the event.

#### **4. Payment and fees**

4.1 The costs of booking an event will be as displayed to you on our website, in our email correspondence or as told to you over the telephone.



4.2 Once your booking request has been accepted and we have sent you a booking confirmation, you will be issued with an automated invoice for the total fees payable. Payments are due within 30 days of the invoice date, however if you are booking an event that takes place within the next 30 days, AUA require immediate payment or a valid purchase order number in order to accept your booking request. Separate provisions also apply to international bookings, as set out below. Attendees will not be able to access the events if they have not paid.

4.3 Your invoice is only deemed to have been settled when the full amount has been paid and received by AUA in cleared funds. For bank transfers, it can take up to ten working days for funds to be cleared and with AUA.

#### UK Direct Bank Transfer payments

4.4 If you wish to make a direct bank transfer payment from a UK or ROI account, please contact the AUA Office for our bank account details.

4.5 If you wish to make a payment by direct bank transfer from a UK or ROI bank account, please ensure this is accompanied by a remittance advice and emailed to [finance@ua.ac.uk](mailto:finance@ua.ac.uk).

4.6 Please note that the AUA must receive the full amount shown on the invoice. Any fees or charges which are levied by the bank for you to make this payment should be paid by you directly and should not come out of your AUA fee payment. If you do not pay these bank charges you will still be liable for the difference between the amount that is paid to us and your total fee payable. Any shortfalls in the fee must be paid before your attendance at the event.

#### International Bookings and Payments

4.7 The AUA require upfront payment for all international event bookings in order to accept your booking request. Should AUA not receive immediate payment, delegates will receive notification requesting the outstanding balance be settled within 7 days. Booking requests that remain unpaid after the 7-day period will be automatically cancelled and credited. Should you need to book onto the event again, the attendance rate at the point of the new booking will apply.

4.8 Once payment is received, a receipt will be sent to you free of charge.

4.9 Please note that the AUA must receive the full amount shown on the invoice. Any fees or charges which are levied by the bank for you to make this payment should be paid by you directly and should not come out of your AUA fee payment. If you do not pay these bank charges you will still be liable for the difference between the amount that is paid to us and your total fee payable. Any shortfalls in the fee must be paid before your attendance at the event.

### **5. Providing the events**

5.1 We will provide the events at the date, time and venue as stated when making your booking and as set out in the booking confirmation email, unless we have notified you



of any changes to the event or we have delayed or cancelled the event in accordance with clause 6 below.

## 6. Our rights to make changes

6.1 We will always try and minimise making changes to our contract with you (including changes to our events). However, there may be times where changes are needed. For example, we may need to make changes from time to time for the following reasons;

6.1.1 unavoidable changes in the availability of speakers and/or venues in order to deliver an event;

6.1.2 unexpected demand for events;

6.1.3 minimum delegate numbers not being achieved; and/or

6.1.4 to meet applicable Governmental guidance or regulations, including, without limitation, as a result of ongoing COVID-19 or similar epidemic or pandemic restrictions.

6.2 Please also see section 10 about how and why we might need to make changes in response to an event outside of our control.

6.3 Changes we need to make may include changes to the way in which we deliver an event (for example, delivering all or some of our events online), changing the date, time or venue of an event, making changes to the content of an event and/or substituting our speakers.

6.4 For **minor changes** (i.e. those which do not in our reasonable view materially change these terms, how an event is delivered, or the contents of an event), we will notify you of any amendments by email, providing you with as much notice as is in our view appropriate in the circumstances.

6.5 If we need to make any **major changes** which will, in our reasonable opinion, have a more significant impact on these terms or an event, and which will in all likelihood cause you a significant detriment, we will notify you as soon as we reasonably can in the particular circumstances, and will let you have details about the changes and how they will impact you. An example of a major change will include where an event is being re-arranged to take place on another date or at a different venue not within the immediate vicinity of the original venue.

6.6 In some very limited circumstances, we may need to cancel an event. We will contact you in advance to tell you if we will be cancelling an event.

6.7 We would be happy to discuss major changes with you in the first instance. Please get in touch with us promptly if you have any concerns. If you remain unhappy about any major change after we have discussed them with you, you will be entitled to end the contract/cancel your booking in accordance with section 7 below.



7. **When this contract can be ended/booking can be cancelled and your refund rights**
- 7.1 **The table below provides details about when and how either you or us can end the contract, as well as explaining what your refund rights are (if any):**

<u>When you may be entitled to end this contract</u>	<u>Your refund rights and what you need to do</u>
<b>If you no longer wish to attend an event because of something we have done</b>	
<p>You will be entitled to <b>end the contract/cancel your event booking</b> for any of the following reasons:</p> <ul style="list-style-type: none"> <li>○ <b>We have told you about major changes to the event or these terms which you do not agree to (see clause 6.5);</b></li> <li>○ <b>We have told you about an error in the price or description of the events you have booked and you do not wish to proceed; or</b></li> <li>○ <b>You have a legal right to end the contract because of something we have done wrong.</b></li> </ul>	<p>If you wish to end your contract in these circumstances, you <u>must</u> notify the AUA in writing to <a href="mailto:events@aua.ac.uk">events@aua.ac.uk</a>.</p> <p>Once you have contacted us to confirm that you wish to cancel your booking, our contract will end immediately and we will fully refund you the amounts you have paid for any booking.</p>
<b>If you no longer wish to attend an event</b>	
<ul style="list-style-type: none"> <li>○ <b>You are also entitled to end the contract/cancel your event booking if you no longer wish to attend an event.</b></li> </ul>	<p>If you wish to end your contract in these circumstances, you <u>must</u> notify the AUA in writing to <a href="mailto:events@aua.ac.uk">events@aua.ac.uk</a>.</p> <p>Once you have contacted us to confirm that you wish to cancel your booking, our contract will end immediately.</p> <p><b>Cancellations for the AUA one-day events and AUA webinars will result in the following costs being incurred/retained:</b></p> <ul style="list-style-type: none"> <li>○ <b>30 or more days before event = no charge</b></li> </ul>



	<ul style="list-style-type: none"> <li>○ 15 to 29 days before event = 50% of original package amount</li> <li>○ 0 to 14 days before event = 100% of original package amount</li> </ul> <p><b>Cancellations made for the AUA Annual Conference will result in the following costs being incurred/retained:</b></p> <ul style="list-style-type: none"> <li>○ 90 days or more before event = no charge</li> <li>○ 60 to 89 days before event = 50% of original package amount</li> <li>○ 45 to 59 days before event = 75% of original package amount</li> <li>○ 0 to 44 days before event = 100% of original package amount</li> </ul> <p><b>The original package amount is the amount that has been invoiced, this may show a discount if the delegate is a member.</b></p> <p><b>If the AUA incurs any bank charges for refunding any booking costs we may also deduct this from your overall refund.</b></p>
<p><b><u>When we may be entitled to end this contract</u></b></p>	<p><b><u>Your refund rights</u></b></p>
<p>We may end the contract if you break it. We may end the contract at any time by writing to you if:</p> <ul style="list-style-type: none"> <li>○ you do not make any payment to us when it is due and you still do not make payment within 5 days of us reminding you that payment is due;</li> <li>○ you do not, within a reasonable time of us asking for it, provide us with information that is necessary, for example, full delegate names; or</li> <li>○ you otherwise seriously breach these terms.</li> </ul>	<p><b>You must compensate us if you break the contract. If we end the contract in the situations set out here we will be entitled to retain/you will be required to pay us reasonable compensation for the net costs we will incur as a result of your breaking the contract.</b></p> <p><b>We will calculate these costs as follows:</b></p> <ul style="list-style-type: none"> <li>▪ <b>When we end the contract for the AUA one-day events and AUA webinars:</b> <ul style="list-style-type: none"> <li>○ 30 or more days before event = no charge.</li> <li>○ 15 to 29 days before event = 50% of original package amount.</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>○ <b>0 to 14 days before event = 100% of original package amount.</b></li> <li>▪ <b>When we end the contract for the AUA Annual Conference:</b> <ul style="list-style-type: none"> <li>○ <b>90 days or more before event = no charge</b></li> <li>○ <b>60 to 89 days before event = 50% of original package amount</b></li> <li>○ <b>45 to 59 days before event = 75% of original package amount</b></li> <li>○ <b>0 to 44 days before event = 100% of original package amount</b></li> </ul> </li> </ul> <p><b>The original package amount is the amount that has been invoiced, this may show a discount if the delegate is a member.</b></p> <p><b>If the AUA incurs any bank charges for refunding any booking costs we may also deduct this from your overall refund.</b></p>
<p><b>In some limited circumstances, we may need to cancel an event.</b></p>	<p>We will write to you to notify you of the cancellation and our contract will end immediately. In these circumstances, we will fully refund you the amounts you have paid for any booking.</p>

## 8. Substitutions

8.1 You may substitute an original delegate with another person before the event by notifying us in writing to [events@aua.ac.uk](mailto:events@aua.ac.uk).

8.2 Whilst we will make reasonable efforts to update event packs and any other event materials with the details of a substitute delegate, we cannot guarantee that this will always be possible (especially if a substitution takes place with limited notice).

## 9. Our responsibility for loss or damage suffered by you

9.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the events, including the right for consumers to receive services which are provided with reasonable skill and care.



- 9.2 We are not responsible for damage or injury caused by third parties or for loss of personal property whilst attending our events.
- 9.3 If you are a business customer:
- 9.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- 9.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for the bookings you make under our contract.
- 9.4 If you are a consumer customer:
- 9.4.1 we are responsible to you for foreseeable loss and damage caused by us. 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. 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 during the booking process; and
- 9.4.2 we are not liable for business losses. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
10. **Events outside of our control**
- 10.1 We are not responsible for delays or cancellations to events which are due to an event outside our reasonable control. An event outside our reasonable control means any event or circumstance beyond our reasonable control such as:
- 10.1.1 strikes, lock-outs or other industrial action by third parties;
- 10.1.2 strikes, lock-outs or other industrial action by our employees;
- 10.1.3 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, or other natural disaster or “act of god”;
- 10.1.4 failure of public or private telecommunications networks; and/or
- 10.1.5 pandemic, epidemic and any restrictions or requirements that might be imposed by any Government, regulator or relevant authority, and will include, for example, any disruption caused as a result of COVID-19.



- 10.2 If an event outside our reasonable control takes place that impacts how we comply with our obligations under this contract:
- 10.2.1 we will contact you as soon as reasonably possible to notify you;
  - 10.2.2 we will make any such changes to our events as we deem necessary or to otherwise mitigate the impact of such an event on you; and
  - 10.2.3 our obligations under the contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our reasonable control.
- 10.3 Should an event outside our reasonable control interfere with our ability to deliver an event we will try and minimise the disruption caused to you where this is possible, but whether this is possible will depend on the nature of the event outside our reasonable control.
11. **How we may use your personal information**
- 11.1 Details of our privacy statement can be found on our website: <https://aia.ac.uk/aia-privacy-statement/>.
12. **Use of images**
- 12.1 The AUA reserves the right to employ photographers to take photography and video of delegates at any AUA event. The AUA reserves the right to use any images taken of delegates at an event for marketing and advertisement purposes, without any further approval required.
13. **Other terms**
- 13.1 AUA reserves the right to remove any delegate from the event should their behaviour be deemed to be inappropriate by AUA or its partners. This would result in no refund of event fees or other costs being paid. You will also be responsible for any losses we suffer as a consequence of your behaviour.
- 13.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 13.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.4 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if payment is not made and we do not chase you but we continue to provide event information, we can still require you to make the payment at a later date.





- 13.5 If you are a business customer any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.
- 13.6 If you are a consumer customer our contract is governed by English law and you and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.