

# PLATO ESP 2019

## Terms and conditions

### 1. Binding terms

These terms and conditions, to which you (the “**Delegate**”) hereby agree to be bound, apply to your attendance of the **PLATO ESP 2019** (the “**Conference**”) and provision of such Conference by The University of Warwick, University House, Kirby Corner Road, Coventry, CV4 8UW (the “**University**”). These terms and conditions form the entire agreement between the University and you with respect to the Conference.

### 2. Applications

All applications to the University are applications for a place on the Conference.

Applications for attending the Conference must be made using the online registration form. The University may, in its sole discretion, accept or reject such an application and notify the applicant by email accordingly. If information provided by the applicant is found to be untruthful or falsified, the University reserves the right to reject an application or withdraw the acceptance of such application. All admission decisions by the University are final. The payment of any sum to the University by or on behalf of the applicant does not oblige the University to accept an application for attendance. In the event that your participation in the Conference is terminated, the provisions for clause 4 (Cancellation) shall apply.

Admission to the Conference is based on a ‘first come, first served’ basis.

### 3. Payment terms

#### 3.1 Fee

The registration fee for attending the Conference is as stated on the registration pages of the platoesp.org website (the “**Fees**”). The Fees will cover registration for the event as stipulated on the webpages under the options available and will cover costs associated with facilities and hosting the event as detailed on the website. Should you be offered a place at the Conference, you are liable to pay the Fees in full upon registration for the Conference. If the University has not received full cleared payment of the Fees from you by the relevant date, the University may terminate your participation in the Conference without further notice to you.

#### 3.3 General

All payments must be made in pounds sterling and are exclusive of Value Added Tax (VAT) and other taxes, where applicable. With the exception of credit card fees, any taxes, currency conversion costs or other charges incurred in connection with any payments shall be paid by you. The University will not accept any deduction from the Fees in any event.

### 4. Cancellation

#### 4.1 Cancellations, postponement and changes by the University

- (a) The University may alter or cancel any online registration where it deems, in its reasonable discretion, circumstances so require.
- (b) Without prejudice to the generality of the foregoing or to the provisions of clause 4.2, the University reserves the right to cancel your online registration with immediate effect and without liability under the following circumstances:
  - i. if in the reasonable opinion of the University, you act in such a way as to prejudice the reputation of the University;
  - ii. you fail to meet the payment terms under clause 3;
  - iii. you become insolvent, enter into an arrangement with your creditors or enter into administration, liquidation, bankruptcy or receivership or administrative receivership;

- iv. you are in default of any material obligation of this Agreement or commit a series of persistent breaches of this Agreement and, in the case of such default being reasonably capable of being remedied, fail to remedy it within seven (7) calendar days of being given written notice from the University to do so.
- (c) In the event of cancellation of the Conference made by the University after the receipt of an online application by the University and where the terms under clause 4.1(b) above do not apply, the University will refund 100% of the Fee for the registration.
- (d) The University will not accept liability for other costs incurred by delegates or third parties as a result of Conference being cancelled or postponed.
- (e) The University does not accept any liability or responsibility if it cannot provide accommodation, food, drinks or services because of industrial action or any other cause which is beyond its control.

## 4.2 Your right to cancel

### *Right to cancel conference registration (excluding accommodation)*

Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have the right to cancel the conference registration element of this contract within 14 days without giving any reason. For the avoidance of doubt, this right of cancellation does not extend to any accommodation booked through the University.

- (a) The cancellation period will expire after 14 days from the day of the conclusion of the contract.
- (b) To exercise the right to cancel, you must inform us, PSM Office, Physics Department, University of Warwick (Tel: (+44)(0)2476 573869) (Email: [psmoffice@warwick.ac.uk](mailto:psmoffice@warwick.ac.uk)), of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form contained in the Annex to these terms and conditions, but it is not obligatory.
- (c) To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### *Effect of cancellation*

- (d) If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).
- (e) We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- (f) We will make the reimbursement without undue delay, and not later than:
  - (i) 14 days after the day we receive back from you any goods supplied, or
  - (ii) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
  - (iii) If there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- (g) We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- (h) If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

For the avoidance of doubt, the rights available under this Clause 4.2 shall only apply where the Fees are met and paid directly by the Delegate in their capacity as a 'Consumer' (as defined in the Regulations) and shall not apply where the Fees are being met and/or paid by a sponsor (by definition not being a Consumer).

## 5. Conference language

All content on the Conference shall be delivered in English and you must possess a good standard of English language and comprehension to participate. The University does not accept liability for any inconvenience or failure to attend arising as a result of a lack of English language knowledge.

## **6. Conference material, services and conduct**

Payment of the Fees in accordance with these terms and conditions entitles you to participate in the Conference and, unless indicated otherwise, the Fees do not include travel or accommodation costs or subsistence, insurance or other costs that might arise prior to or during the Conference.

Conference outlines and timetables are correct at the time of going online or to print. Views expressed by University staff and other representatives are their own. The University does not accept any liability for advice given or views expressed by University staff, Conference speakers or delegates or in any notes or documentation provided to Conference delegates.

You will be solely responsible for determining whether the Conference is sufficient and suitable for your needs. The University does not provide any guarantee in respect of improvements to the standard of your abilities on completion of the Conference.

The University reserves the right to remove you from the Conference or exclude you from University premises if your behaviour or demeanour is considered unacceptable. You agree to comply with all applicable policies and regulations of the University.

You will provide the University with all information reasonably requested by the University in connection with the Conference.

## **7. Behaviour on the University's Premises**

- a) You must make sure that you, members of your party and anyone visiting you at the University behave in such a way that they do not cause a nuisance or unreasonable disruption to the University, its members or employees, or to any other visitor to the University.
- b) You must make sure that you and any members of your party will not bring any animals or pets of any kind on the University premises except assistance dogs.
- c) You agree that you and the members of your party will comply with the University Ordinances, Regulations and Rules, in particular:
  - (i) Ordinance 17 on parking and traffic;
  - (ii) Regulation 29 on meetings etc. on the University premises.

You acknowledge that the University has advised you that these Ordinances and Regulations are available at [www2.warwick.ac.uk/services/gov/calendar/section2](http://www2.warwick.ac.uk/services/gov/calendar/section2)

- d) You agree to pay the University for any loss or liability of any kind to any person and/or suffered and/or incurred by the University which results from you, any member of your party or person visiting you at the University failing to obey any University Ordinance, Regulation and/or Rule or otherwise.
- e) The University reserves the right to prevent access to the University's premises for any individuals who are in breach of any University Ordinance, Regulation and/or Rule including you, your guests and contractors employed by you in relation to the Booking

## **8. Visa information**

The University recommends that all participants from outside the European Union verify their visa requirements with the British Embassy or British High Commission.

You are responsible to obtain the required visa to enable your lawful participation in the Conference. If you do not obtain the required visa by the start date of the Conference, you will not be able to participate and you will be

deemed to have served notice of cancellation pursuant to clause 4 above. In that event, the cancellation provisions set out in clause 4.2 shall apply.

In no circumstances will the University issue documentation to support a visa application prior to receiving payment in full for the Conference Fees.

## 9. Data protection

The University will process any of your personal data in accordance with the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679, and any relevant replacement/subsequent European and/or UK privacy legislation, for the purposes of performing its obligations and exercising its rights under these terms and conditions. The privacy notice on the webpages relevant to your application/registration for the Conference provides specific information about how the University will process your personal data. Further information in relation to data protection is available at: <https://warwick.ac.uk/services/vco/exec/registrar/legalservices/dataprotection/>.

## 10. Limitation of liability

Subject to the third paragraph of this clause 10, the liability of the University to you with respect to the provision of the Conference, the cancellation, postponement, or amendment of the Conference, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions, will not extend to (i) any indirect losses or damages, or to any loss of profits, loss of contracts or opportunity, whether direct or indirect, even if the University had been advised of the possibility of those losses or if they were within the University's contemplation; or (ii) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

In any event, subject to the third paragraph of this clause 10 the liability of the University to you with respect to the provision of the Conference, the cancellation, postponement, or amendment of the Conference or any component thereof, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions is limited to the total amount of any payments received from you or on your behalf in relation to the Conference.

Nothing in these terms and conditions will operate to limit or exclude the liability of the University for death or personal injury arising from the University's negligence, fraud or any other liability that, by law, cannot be limited or excluded.

The University accepts no liability for loss or damage to your personal property and belongings.

The University will not be liable for costs incurred by you (or any other person) in the event of cancellation of the Conference in its entirety or the cancellation of your participation in the Conference pursuant to these terms and conditions, including but not limited to costs incurred in relation to cancellation or alteration of travel arrangements, accommodation reservations and other costs.

The warranties and undertakings given by the University in these terms and conditions are, to the extent permitted by law, given in lieu of all implied conditions, warranties, representations or other terms, including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result.

## 11. Force majeure

The University shall not be liable for any failure or delay in the performance, in whole or part, of any or our obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, pandemics, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.

## 12. Insurance

You are advised to take out insurance for you and your possessions for the duration the Conference and your travel to and from University residences.

## 13. Governing law

These terms and conditions will be governed by and construed in accordance with English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with them.

**ANNEX**

Model Cancellation Form

To: PSM Office, Department of Physics  
University of Warwick, CV4 7AL

Tel: (+44)(0)2476 573869

I hereby give notice that I cancel the contract for my attendance at the University of Warwick's PLATO ESP 2019.

Ordered on :  
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Name of Delegate :  
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Address of Delegate :  
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Signature of Delegate:  
(if form is handwritten) .....

Date :  
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