

## WUN (Womens Utilities Network) Limited Terms and Conditions for Event Booking

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WUN Event Ts&Cs	0.1	13 August 2024	Karen Anderson	First draft
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These Event Terms and Conditions (“**Terms**”) will apply to each booking made by or on behalf of an individual or an organisation (and the person making the booking warrants and represents that they have the requisite authority to bind such individual or organisation) (“**you**”, “**your**”) and WUN (Womens Utilities Network) Limited (“**WUN**”, “**us**”, “**our**”, “**we**”) in respect of our events. Please read these Terms carefully and make sure that you understand them, before making a booking.

We amend these Terms from time to time. Every time you wish to book an Event, please check these Terms to ensure you understand the terms which will apply at that time. Upon booking an Event, you accept that these Terms will apply. These Terms were most recently updated on 22 November 2024.

### 1. Definitions and interpretation

1.1 The following definitions apply in these Terms:

**Bespoke Training:** bespoke training services provided by WUN to you and the Delegate where this is agreed by us.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Contract:** the contract between WUN and you for the provision of access to the Event in accordance with these Terms.

**Delegate:** the person attending one of WUN’s Events and, where the context permits, you.

**Event:** the event(s), course(s) and/or programme(s) made available on our Website or otherwise advertised by us and on which you have booked yourself and/or your Delegate(s) in accordance with these Terms, whether in-person or virtual and including any Bespoke Training that we have agreed to provide.

**Event Date:** the date of any Event as advertised by WUN.

**Event Fee:** the fee payable by you for an Event (if any) in accordance with clause 2.

**Event Venue:** the venue where an in-person Event takes place, as advertised by WUN prior to the Event.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and

all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, 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.

**Order:** as defined in clause 2 of these Terms.

**Proposal:** a written proposal provided to you by WUN and setting out the details of any Event and/or Bespoke Training to be undertaken by WUN for you and the Event Fee payable.

**Website:** means the WUN website accessible at [thewun.co.uk](http://thewun.co.uk) or such other address designated by us from time to time.

1.2 The following rules of interpretation apply in these Terms:

- (a) a reference to a statute or statutory provision is a reference to it as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (b) any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit terms;
- (c) a reference to writing or written includes email;
- (d) a person includes a natural person, corporate or unincorporated body (whether or not have separate legal personality); and
- (e) a reference to a party includes its successors and permitted assigns.

## 2. Booking and Basis of Contract

- 2.1 You may make bookings for Events available on the Website from time to time by following the instructions displayed and providing the information required during the booking process. Your booking constitutes an offer to enter into a Contract with us for the relevant Event ("**Order**"). Upon receipt of your Order and payment of the Event Fee (if applicable to the Event), you will be sent an email confirming your booking if it is accepted, at which point a binding Contract shall come into effect.
- 2.2 For Bespoke Training and any other Events you may request, we may provide you with a Proposal. If you sign the Proposal or otherwise indicate that you would like to proceed, this will constitute an Order, which will be accepted by us on the earlier of (i) us countersigning the Order; (ii) us confirming acceptance of the Order; or (iii) us confirming the Event Date and/or performing the Event.
- 2.3 We may accept or reject an Order at our discretion. If we are unable to accept an Order, we shall notify you in writing as soon as reasonably practicable.
- 2.4 Subject to these Terms and any information set out on our website concerning the Event, we will provide the Event as specified in the Event information and using reasonable skill and care.
- 2.5 Marketing and other promotional material relating to the Events are illustrative only and do not form part of the Contract.
- 2.6 These Terms apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, including any specified or referenced in any purchase order or similar document issued by you.
- 2.7 You agree to provide all information required at the point of booking and otherwise requested by us, including Delegate information, and warrant that such information shall be complete, true and accurate. You agree to promptly inform us if any information provided at the point of booking, including the name and/or contact details of any Delegate, changes prior to the Event.
- 2.8 You agree that we may share Event, Event Location and any applicable joining instructions directly with Delegates using the contact information provided by you. We do not accept any responsibility

if a Delegate does not receive such information or is unable to attend or join an Event due to the provision of incorrect contact information.

- 2.9 We may use third party ticketing agents and/or payment processors in connection with the booking of Events. Those third parties will hold and process your personal data, and that of any Delegates, in accordance with their own policies and procedures.

### 3. Event Fee and Payment

- 3.1 The Event Fee shall be as set out in the Order.
- 3.2 You shall pay the Event Fee in full without deduction or set-off, in cleared funds via our secure online checkout or as otherwise set out in the Order. Where we agree to issue an invoice for payment, such payment must be made (i) within thirty (30) days of the date of the invoice; or (ii) no later than seven (7) days prior to the Event, whichever is earlier.
- 3.3 If you fail to pay any part of the Event Fee by the due date for payment we may, without prejudice to our other rights and remedies: (i) charge interest on the overdue amount at the rate of 4% per annum above Lloyds Bank plc's base rate from time to time, which shall accrue on a daily basis whether before or after judgment; and/or (ii) cancel the Order; and/or (iii) refuse any Delegate access to the Event.

### 4. Cancellations and Amendments

- 4.1 You may cancel an Event booking by emailing us at [helen@thewun.co.uk](mailto:helen@thewun.co.uk) and providing details of your Event booking and notifying us of cancellation. Where an Event Fee is payable, the following terms apply:
- (a) if we receive your cancellation more than twenty-five (25) Business Days in advance of the Event, we will refund the Event Fee (if any) in full;
  - (b) if the cancellation is received between twenty-five (25) Business Days and ten (10) Business Days before the Event Date, the Event Fee remains payable in full but you will be given a credit of the Event Fee towards any other Event or Events. The credit must be used by you within twelve (12) months of the credit being issued, after which it shall expire. The credit is non-transferable, and no cash alternative is available; or
  - (c) if the cancellation is received less than ten (10) Business Days before the Event Date, the Event Fee is payable in full and non-refundable.
- 4.2 We may cancel or reschedule an Event or change an Event Venue at any time prior to the Event and for any reason, including the illness or unavailability of any speaker, insufficient attendance, or any cause beyond our reasonable control. Where such cancellation or rescheduling is:
- (a) less than twenty-one (21) days prior to the Event Date, we will offer you an alternative Event Date if available. If an alternative is not available, or you opt not to accept an alternative, we will refund you the Event Fee paid by you in full; or
  - (b) more than twenty-one (21) days prior to the Event Date, or in the event of a change in Event Venue with the same Event Date, we may (at our sole election) either (i) offer a credit for the Event Fee in accordance on the same terms given in clause (b) or (ii) refund the Event Fee, if the Delegate cannot attend such rescheduled or relocated Event,

and this shall be our only obligation and your sole and exclusive remedy for any cancelled or rescheduled Event. For the avoidance of doubt we shall not be liable for any wasted or aborted costs or expenses incurred by you, such as travel and incidental expenses.

- 4.3 To appoint an alternative Delegate, please contact us at [helen@thewun.co.uk](mailto:helen@thewun.co.uk) with details of your event booking and the alternative person's name and contact details. By nominating an alternative Delegate, you must ensure that they have read and accepted these Terms and procure that they comply with them in full. The provisions of these Terms shall apply to any alternative Delegate as if they were the one named on the original booking.

## 5. Event Content

- 5.1 We will endeavour to cover all the topics outlined in the Event information with reasonable skill and care and in accordance with practices consistent with the professional standards in the industry, but we accept no liability for failure to cover all or any part of those topics and reserve the right to vary the Event contents at any time. When preparing Event content, we make use of information gathered from a variety of sources (including from market participants and information in the public domain) that has not been subject to independent verification. Accordingly, no warranty can be given as to the accuracy of the same and we shall not be responsible for any errors or liabilities arising or losses suffered by you or the Delegate(s) as a result of such information being incorrect or inaccurate.
- 5.2 Neither the statement of objectives nor any other matter contained in the Event information shall constitute a representation, condition or warranty by us that the Event will achieve the objectives stated or otherwise enable you or any Delegate to achieve a particular level of knowledge or competence.
- 5.3 You acknowledge that opinions expressed by any speaker at an Event are those of that speaker and not necessarily ours. We do not endorse any statements, views or opinions made by any speaker or other third party at any Event.
- 5.4 We or our licensors are the owner of all Intellectual Property Rights in the Event and the Event materials. Nothing in these Terms serves to transfer any such Intellectual Property Rights to you. You and your Delegates have a personal, non-transferable, revocable licence to use the Event materials supplied to you in connection with the use and enjoyment of the Event.

## 6. Conduct of Events

- 6.1 You are not permitted to photograph or record any of the Events unless we specify otherwise. Event recordings may be made available by us on our Website.
- 6.2 Event materials may be provided by us in paper and/or electronic form. The Event materials are for your and your Delegates' personal use only and must not be copied, distributed, or otherwise used by you other than to supplement the Event. You must not provide the Event materials to any third parties without our prior written consent in each case.
- 6.3 Your participation in the Event may be recorded, and by participating in an Event, you agree to our using images and video of you for our business purposes including in our promotion of the Events. You grant permission to us the rights to your image, in video or still, and the likeness and sound of your voice as recorded on audio or video tape without payment or any other consideration. You confirm that you understand that your image may be edited, copied, exhibited, published or distributed and waive the right to inspect or improve the finished product wherein your likeness appears. As such, you agree to waive any right to royalties or other compensation arising or related to the use of your image or recording.
- 6.4 Where the Event is delivered in person, you will be notified of the Event Venue as far in advance as practicable and, in any event, will notify you no less than thirty (30) days prior to the Event Date. You may be required to sign additional terms and conditions or contracts in relation to your access to and use of the Event Venue. If you do not agree to (and comply with) these, you will not be able to participate on the Event and you will not be issued a refund.
- 6.5 You and your Delegates agree to comply with all applicable security, fire, health and safety and other requirements applicable to the Event Venue. We do not accept any responsibility if you or any Delegate is refused entry to or expelled from an Event Venue due to failure to comply with any such requirements or other inappropriate conduct.
- 6.6 Only those named in the booking may attend any Event, including by joining any virtual Event, and you agree not to share any Event joining instructions with any third party.

- 6.7 For virtual Events, it is your responsibility to ensure that your technology and systems are compatible with those used by us for provision of the Event and that you are able to access the internet. Due to the inherent nature of the internet, we cannot be responsible for any disruption or disturbance caused by the unavailability, instability or disruption of any network access.
- 6.8 We are not responsible for the Event location or the provision of any food or drink by the provider of the Event location or any associated supplier. We do not accept any liability arising from any death, personal injury or property loss or damage caused by attendance at an Event, except where directly attributable to our own negligence.
- 6.9 Any allergies, medical conditions, access requirements and/or dietary requirements should be notified to us along with your booking or immediately thereafter, by contacting us at [helen@thewun.co.uk](mailto:helen@thewun.co.uk). We will endeavour to accommodate any requirements but we cannot guarantee that we can do so.

## 7. Feedback

- 7.1 We welcome your feedback in relation to our Events. If you experience any problems or have a complaint, you should bring it to the attention of our staff promptly, and during the Event where possible, to give us an opportunity to rectify any problems. If you feel that the problem was not resolved to your satisfaction, please inform us via email to [helen@thewun.co.uk](mailto:helen@thewun.co.uk) promptly and, in any event, no later than fourteen (14) days after the Event and we will respond as soon as possible and engage with you in order to resolve the matter. For any general feedback and suggestions, please contact us at [helen@thewun.co.uk](mailto:helen@thewun.co.uk). You agree that we may use and incorporate into our Events or other services any development, enhancement request, recommendation, correction or other feedback provided by you, and that the same is not to be treated as confidential or proprietary.

## 8. Termination

- 8.1 We may terminate this Contract at any time by giving notice in writing to you if:
  - (a) you commit a material breach of this Contract and such breach is either not remediable or, where such breach is capable of being remedied, is not remedied within fourteen (14) days of receiving notice of such breach; or
  - (b) you have failed to pay any amount due under the Contract on the due date and such amount remains unpaid within fourteen (14) days after we have given notification that the payment is overdue.
- 8.2 Termination or expiry of the Contract shall not affect our accrued rights and liabilities at any time up to the date of termination.
- 8.3 Any terms which are expressly or impliedly intended to survive termination or expiry of this Contract shall remain in full force.

## 9. Liability - PARTICULAR ATTENTION IS DRAWN TO THIS CLAUSE

- 9.1 Nothing in these Terms limits or excludes our liability for death or personal injury resulting from our negligence or for our fraud or fraudulent misrepresentation, or for any other liability which cannot be lawfully excluded or limited.
- 9.2 All warranties, conditions and other terms implied by statute or common law, including without limitation those relating to fitness for purpose and non-infringement, are to the fullest extent permitted by law, excluded from the Contract.
- 9.3 Subject to clause 9.1, in respect of our liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, whether direct or indirect, arising in connection with the performance, or contemplated performance, of the Contract:

- (a) we will not be liable for any of the following (in each case whether direct or indirect): loss of profits, loss of use or corruption of data or information, loss of use, loss of production, loss of contract, loss of opportunity, loss of savings, discount or rebate (whether actual or anticipated) or harm to reputation or loss of goodwill;
- (b) we will not be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- (c) we will not be liable for any loss or damage of whatever nature caused by your failure to comply with these Terms; and
- (d) our total liability shall be limited to the higher of (i) the Event Fee paid or payable by you for the Event in respect of which liability arose or (ii) five hundred pounds (£500).

9.4 **Indemnity:** We are not responsible for your use of any information, results, practice or skill obtained during attendance of our Events and you acknowledge and agree that you shall indemnify and keep indemnified and hold us and our employees, officers, directors, licensees, assignees and agents harmless from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred as a result of or in connection with such use.

## 10. Privacy

10.1 We will hold and process your personal data and/or that of the Delegates in accordance with our Privacy Policy. We will not pass on your personal details to any third party other than as necessary to provide the Event or as set out in these Terms and our Privacy Policy.

10.2 We may use your details to contact you for marketing purposes in relation to future Events. If you would prefer not to receive these marketing communications, you can unsubscribe by following the instructions in the marketing communication or let us know by emailing [helen@thewun.co.uk](mailto:helen@thewun.co.uk).

## 11. Confidentiality

11.1 Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing, electronically or disclosed orally, relating to the materials and business of the disclosing party, its customers and/or its patients, and any quotation or rental and their terms, including any pricing information. At a minimum, each party shall use the same degree of reasonable care to protect the confidentiality of the disclosed information as that party or a prudent man would use to protect the confidentiality of its or his own like information.

11.2 Each party shall disclose such information only to such of its employees as have a need to know such information to perform the transactions contemplated by this Contract.

11.3 The obligation to maintain the confidentiality of such information shall not extend to information in the public domain at the time of disclosure, and/or information that is required to be disclosed by law or by court order.

## 12. General

12.1 **Force Majeure.** Neither party shall have any liability for any failure or delay in performance of the Contract (other than an obligation to pay) to the extent the same results from any event beyond the reasonable control of that party ("**Force Majeure**"). The party affected by such Force Majeure shall promptly notify the other party in writing when such Force Majeure causes a delay or failure in performance and when it ceases to do so. Inability to pay shall not be Force Majeure.

12.2 **Variation.** We may vary these Terms by updating them at any time. Other than as agreed by us in writing, these Terms will apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or Event of dealing.

12.3 **Waiver.** A waiver by us of any right under these Terms or by law is only effective if it is in writing and it applies only to the circumstances for which it is given. Our failure or delay in exercising any right or remedy under these Terms or by law shall not constitute a waiver of that (or any other) right



or remedy, nor preclude or restrict its further exercise. No single or partial exercise by us of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

- 12.4 **Severance.** If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of these Terms shall not be affected.
- 12.5 **Entire agreement.** These Terms constitute the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. You acknowledge that, in booking the Event, you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract). Nothing in this clause shall limit or exclude any liability for fraud.
- 12.6 **Assignment.** You shall not, without our prior written consent, assign, transfer, charge, mortgage, subcontract, or deal in any other manner with all or any of your rights or obligations under these Terms.
- 12.7 **Rights of third parties.** Except as set out in these Terms, a person who is not a party to these Terms shall not have any rights under or in connection with them.
- 12.8 **Governing law and jurisdiction.** These Terms and the Contract shall be governed by, and construed in accordance with, the law of England and Wales and we and you agree to the exclusive jurisdiction of the courts of England and Wales.

## Approval and Adoption

The Terms and Conditions for Event Booking are fully supported by the WUN Board.

POLICY DATED: 26<sup>th</sup> March 2025

REVIEW DATE : 1 year after date of approval