

Terms and Conditions – V1

These are the terms and conditions relating to bookings for any of our courses, conferences, webinars or seminars (referred to hereafter as 'Events') listed on our website (www.growthhub.swlep.co.uk) or any other SWLEP publications or notifications. Please read these terms and conditions carefully before booking any of our Events. **By booking any of our Events, you agree to be bound by these terms and conditions.**

1) Who we are and how to contact us

- a) Growth Hub Plus is a trading style of Swindon and Wiltshire Local Enterprise Partnership (SWLEP), a company limited by guarantee, registered in England and Wales, company number 11766448
- b) Telephone contact via 01249 477287
- c) Email contact via hello@SWGrowthHub.co.uk

2) Price and Payment

- a) Prices listed are inclusive of VAT (if VAT is applicable) at the prevailing rate unless otherwise stated.
- b) Payment is usually made online via debit or credit card and processed by a secure payment collection service.
- c) Any payments requested via invoice will be due strictly in accordance with our standard payment terms (30 days from date of invoice or prior to the Event date, whichever is sooner). Late payment penalties may be charged, as per details provided with our invoice.
- d) If relevant, any booking fees will be advertised.

3) Our contract with you

- a) Confirmation of booking
 - i) Your request will be confirmed via email and may be sent from a third party such as Eventbrite, GoToWebinar or HopIn on behalf of SWLEP – please check your spam folders.
 - ii) Your booking is not confirmed, however, until full payment is received.
 - iii) In the event of cancellation or change of date we will advise you as soon as possible – please refer to Section 4 to read our cancellation policy
- b) Event content
 - i) We reserve the right to amend parts of the programme, but not the overall content, such as advertised speakers or timings.
- c) Event venue
 - i) You acknowledge that we may need to change a venue for reasons beyond our control. We will advise the change as soon as possible.
 - ii) You agree to adhere to venue housekeeping rules, procedures and policies that may be in place. You are liable for any loss or damage which you may cause to the venue.
 - iii) If you have a disability, medical condition, or specific dietary requirements, please notify us of your requirements when making your booking.
- d) Event refreshments
 - i) If refreshments are advertised as being provided at the event, it is your responsibility to advise any specific dietary requirements at least two days prior to the event. We will not be liable for any omission made by you and we may not be able to accommodate specific requests.

4) Our Cancellation and Refund Policy

- a) Cancellations by you

- i) Cancellations must be made in writing (email hello@SWGrowthHub.co.uk) at least 24 hours before the advertised start time of the event in order to receive a full refund (less any booking fee advertised).
 - ii) Cancellations made in writing (email hello@SWGrowthHub.co.uk) less than 24 hours before the advertised start time of the event will be given the option to transfer your booking to another suitable event or receive a 50% refund (less any booking fee advertised).
 - iii) If you do not attend an event which you have paid for and have not previously advised us, you will not be entitled to any level of refund or be able to transfer your booking to another suitable event.
- b) Cancellations by us
- i) We reserve the right to cancel bookings. In such circumstances, you will be offered the opportunity to move your booking to an alternative event date . If an alternative event is not suitable to you, you may request a full refund.).
 - ii) We will not be liable for losses or costs incurred due to any cancellations, such as pre-booked travel arrangements or other expenses.
 - iii) Refunds will be made as soon as possible and be refunded to your original payment method.
 - iv) SWLEP will not be liable for the delay or cancellation of an event if it is caused by circumstances or events outside our control. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes (without limitation) the following: threats of or actual strikes, riots, terrorist attacks, war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks and the acts, legislation, regulations or restrictions of any government.
 - v) Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues.

5) Rights in materials

- a) Materials provided to you by ourselves or speakers are subject to copyright and other rights (including all intellectual property rights). These materials include, without limitation, case studies, slides, course notes, brochures, articles and remain the property of the SWLEP or speaker.
- b) You are entitled to use them for your own personal use but not entitled to copy such materials (except as permitted by law) and you are not entitled to use or authorise others to use such materials for any commercial purposes.

6) Images, Recordings and Publicity

- a) By attending an event you give us permission to use images or video recordings (hereafter referred to as images) in which you may be present. These images may be shared and stored on third-party platforms and used in printed and electronic marketing materials and other publicity.
- b) Should you not wish to appear in such images, please notify the SWLEP representative before the event starts.
- c) Webinars and online events are often recorded and available to be viewed by others. Such recordings may be shared on social media and through our website. If you do not wish for your image to appear, please do not share your video during the event.

7) Our Liability

- a) Attendees are required to keep their personal belongings with them at all times and we accept no liability for damage, loss (including, without limitation, theft) of any property at our premises or external venues.
 - b) We shall be limited to the amount of our insurance for any loss or damage caused by our negligence.
 - c) We will not be responsible for any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) to you or any third party or any other loss or damage which does not result directly from our actions.
 - d) Nothing in these event booking terms and conditions excludes our liability to you for personal injury or death caused by our negligence; fraud or fraudulent misrepresentation or breach of terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 8) Written communications**
- a) Contact will be made via email or notices on our website
 - b) For contractual purposes, you agree to this electronic means of communication and you acknowledge that all communication provided to you electronically comply with any legal requirement that state communications should be 'in writing'. This condition does not affect your statutory rights.
- 9) Privacy**
- a) Our [Privacy Policy](#) explains how we will use the information which you provide to us.
- 10) Our right to vary these terms and conditions**
- a) We have the right to revise and amend these terms and conditions from time to time.
 - b) Changes could be made (without limitations) for such reasons as reflecting changes in technology, payment methods, relevant laws and regulatory requirements as well as in our system's capabilities.
- 11) Other important terms**
- a) Transfers
 - i) We may transfer our rights and obligations under these terms to another organisation. We will contact you to advise and if you are unhappy with the transfer, you may contact us in writing (email hello@SWGrowthHub.co.uk) within 28 days and we will refund you in full.
 - ii) You may need our consent to transfer your rights to someone else and we must provide our agreement to you in writing.
 - b) Rights – this contract is between you and us. No other person shall have any rights to enforce any of its terms.
 - c) Each section within these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.