

## Interpretation

### 1.1 Definitions

**Booking:** means an Order which has been accepted by HouseMark in accordance with and subject to the terms of these Conditions.

**Business Day:** a day other than a Saturday, Sunday or public holiday

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 3.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 11.

**Confirmation Email:** has the meaning set out in clause 1.3.

**Contract:** the contract between HouseMark and the Customer for the supply of Services in accordance with these Conditions.

**Customer:** the person or firm who purchases Services from HouseMark.

**Customer Default:** has the meaning set out in clause 2.2.

**Delegate:** means any individual who attends an Event.

**DPA:** means the Data Protection Act 1998.

**Events:** means all event products provided by HouseMark.

**Eventbrite:** means the online marketplace for the promotion and management of events hosted on [www.eventbrite.co.uk](http://www.eventbrite.co.uk).

**Event Materials:** has the meaning set out in clause 7.1.

**Force Majeure Event:** has the meaning set out in clause 11.1.

**HouseMark:** means HouseMark Limited incorporated and registered in England and Wales with company number 03822761 whose registered office is at 4 Riley Court, Millburn Hill Road, Coventry, CV4 7HP.

**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, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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:** means a Customer's order for Services as set out in the online booking form hosted on and submitted via Eventbrite or the Confirmation Email as the case may be.

**Services:** the services supplied by HouseMark to the Customer as set out in the Booking.

**Third Party Materials:** has the meaning set out in clause 8.3.

### 1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to **writing** or **written** includes email.

## 1. Booking

1.1 The submission of an online booking form in respect of attendance at an Event, via Eventbrite or other written communication, constitutes an offer by the Customer to purchase Services from HouseMark.

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- 1.2 The offer shall only be accepted when HouseMark sends the Customer an email or other written communication accepting the Customer's order at which point and on which date the Contract shall come into existence.
- 1.3 Following any telephone enquiry regarding attendance at an Event, HouseMark shall send the Customer an email summarising those Services which the Customer wishes to purchase from HouseMark ("**Summary Email**").
- 1.4 Upon receipt of the Summary Email the Customer shall be required to confirm that the details contained in the Summary Email are correct and such confirmation shall constitute an offer by the Customer to purchase those Services detailed in the Summary Email from HouseMark.
- 1.5 For the avoidance of doubt, HouseMark reserves the right to reject, at its sole discretion any offer submitted by a Customer whether received in accordance with clause 1.1 or clause 1.4.

## 2. **Customer obligations**

### 2.1 The Customer shall:

- 2.1.1 Ensure that the terms of the Order, whether made by a Delegate or an individual other than the Delegate, including without limitation all dates, times and details of all Delegates to attend the Event, are complete and accurate prior to submission to HouseMark;
- 2.1.2 Prior to submitting an Order, read the Event programme and content and be satisfied that the Event will meet its needs;
- 2.1.3 Ensure those submitting Orders to HouseMark, whether a Delegate or any other individual, are duly authorised by the Customer to submit the Order and all Delegates are able to attend the Event;
- 2.1.4 Organise and finance any and all accommodation and/or travel required for all Delegates to attend the Event unless expressly stated in the Joining Instructions and/or in any communication prior to the Event sent from HouseMark.
- 2.1.5 Where applicable, notify HouseMark in writing of any special dietary requirements of any Delegate(s) as soon as possible and in any event not less than ten (10) Business Days before the Event;
- 2.1.6 Where the names of the Delegates are not known at the time of the Order provide to HouseMark the name(s) of the Delegate(s) no later than ten (10) Business Days before the Event; and
- 2.1.7 Ensure that all Delegates notify HouseMark in the event that they have not received joining instructions five (5) Business Days before the Event.
- 2.1.8 Commit to attend events provided to them by HouseMark at no fee (subject to the provisions for cancelling or amending a booking in section 9)

### 2.2 If HouseMark's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation as set out in clause 2.1 ("**Customer Default**"):

- 2.2.1 HouseMark shall without limiting its other rights or remedies have the right to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays HouseMark's performance of any of its obligations;
- 2.2.2 HouseMark shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from HouseMark's failure or delay to perform any of its obligations as set out in this clause 2.2; and
- 2.2.3 The Customer shall reimburse HouseMark on written demand for any costs or losses sustained or incurred by HouseMark arising directly or indirectly from the Customer Default.

## 3. Invoicing and payment

- 3.1 Where an Order is made using Eventbrite, payment of the Charges will be taken by HouseMark upon acceptance of the Order.
- 3.2 Where the Customer purchases the Services using Eventbrite, HouseMark will not provide tax receipts to the Customer unless the Customer has specifically requested the same. Such requests can be made by emailing [info@housemark.co.uk](mailto:info@housemark.co.uk) or calling 0247 6460 500.
- 3.3 Where the Customer purchases Services via email or telephone:
  - 3.3.1 the Customer is required to provide HouseMark with a valid purchase order number. The Customer will then be invoiced by HouseMark accordingly;
  - 3.3.2 all invoices will be sent electronically to your finance department
  - 3.3.3 all invoices must be paid within 30 days of the date of the invoice or not later than one (1) Business Day prior to the start of the Event whichever is earlier.
- 3.4 Where a Customer has failed to provide a purchase order number in accordance with clause 3.3.1 above, HouseMark shall be under no obligation to confirm any places for any Delegates at the Event for the Customer in question.
- 3.5 Buyer acknowledges and agrees that these Terms and Conditions of Sale (the "Terms and Conditions") are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by seller, whether expressed in written form, by electronic data interchange or otherwise (each referred to as a "Contract"). These Terms and Conditions supersede all conflicting or additional terms pre-printed on any purchase order or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

## 4. Event attendance

- 4.1 Joining Instructions will be sent out 1 week before each Event. In the event that any Delegate does not receive their Joining Instructions by this time they must call HouseMark on 02476 460500. Pursuant to clause 2.1.5 it is the Customer's responsibility to notify HouseMark in the event that any of their Delegates have not received their Joining Instructions and accordingly a failure by a Delegate to attend an Event due to non-receipt of their Joining Instructions shall not entitle the Customer to a refund of the Charges whether in part or in full.
- 4.2 Whilst HouseMark shall endeavour to ensure that in respect of each Event all Delegates names will be printed on the list of attending Delegates and a suitable name badge produced, HouseMark cannot guarantee that this will be the case where Orders are received less than ten (10) Business Days prior to the date of the Event.
- 4.3 All badges produced by HouseMark in respect of an Event in accordance with clause 4.2 shall be based on the information provided in the Order and HouseMark shall in no way be liable for any error, mistake or omission in respect of such badges.
- 4.4 Subject to receipt by HouseMark, PDF electronic versions of all presentations delivered at the Event shall be sent to the Delegates directly after the Event. For subscription events we will endeavour to provide through our online membership resources and at our sole discretion may be provided to delegates separately either before or after the event.
- 4.5 Following the Event, all Delegates will receive an email asking them to complete an online feedback form via survey monkey.
- 4.6 Printed copies of presentations will not be made available

## 5. Event location

- 5.1 Where any Event is conducted on premises owned by HouseMark:
  - 5.1.1 the premises shall be made available to the Delegates on a non-exclusive licence basis free of charge and shall be used by the Delegates solely for the purpose of attending the Event. The Delegates shall occupy the premises as licensees and shall vacate the same on completion, termination or abandonment of the Event; and
  - 5.1.2 the Customer shall ensure that its Delegates observe and comply with such rules and regulations as may be in force at any time for the use of such premises as determined by HouseMark, and the Customer shall pay for the cost of making good any damage to the premises caused by any

of its Delegates other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

- 5.2 Where any event is conducted on premises which are not owned by HouseMark:
  - 5.2.1 the premises shall be made available to the Delegates on such terms as the owner of such premises may decide in its sole discretion;
  - 5.2.2 the Customer shall ensure that its Delegates observe and comply with such rules and regulations as may be in force at any time for the use of such premises as determined by owner of such premises, and the Customer shall pay for the cost of making good any damage caused to the premises by any of its Delegates other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein; and
  - 5.2.3 the Customer shall indemnify and hold harmless HouseMark from and against all losses (including without limitation, loss of profit, business, goodwill and similar losses), claims, costs, damages, liabilities, proceedings, fees and expenses (including without limitation legal fees and expenses) suffered or incurred by HouseMark as a direct result of or in connection with any alleged or actual act or omission of the Customer's Delegates on any third party premises.
- 5.3 The Customer acknowledges and agrees that HouseMark does not have any control over premises owned by third parties and that HouseMark shall in no way be liable to the Customer in respect of any claims, costs, damages, liabilities, proceedings, fees or expenses arising from or in connection with the occupation by any of the Customer's Delegates of any premises owned by third parties.
6. **Failure to attend an Event**
  - 6.1 In the event that a Delegate fails to attend an Event for which the Customer has paid, HouseMark will be under no obligation to refund any of the Charges to the Customer.
  - 6.2 In the event that a Delegate fails to attend an Event at which a free or concessionary rate place was given by HouseMark, the Customer may, at HouseMark's sole discretion, be liable to pay to HouseMark a cancellation fee of up to the equivalent of the HouseMark's actual event costs incurred, plus an admin fee of £20.00 and subject to a minimum charge of £50.00. Delegates in question may become ineligible for any free or concessionary places at future Events organised or arranged by HouseMark.
  - 6.3 For the avoidance of doubt where a Delegate has failed to attend an Event, HouseMark shall in no way be liable for any costs, losses or expenses of the Customer or Delegate connected with their non-attendance including without limitation any travel and/or accommodation costs.
7. **Reliance on information**
  - 7.1 The Customer acknowledges and accepts that all materials provided at any and all Events, including any written material and material presented orally ("**Event Materials**"), are provided for information purposes only and do not constitute technical, financial or legal advice or any other type of advice and should not be relied upon for any purposes. HouseMark does not provide any warranty, representation or guarantee that any information provided at an Event is or remains accurate, complete and up to date or fit or suitable for any purpose. Any reliance which the Customer or any Delegate may place on any information provided at an Event is entirely at the Customer's or the Delegate's sole risk and HouseMark shall have no liability to the Customer or the Delegate in this regard.
  - 7.2 Where an event is attended by a speaker, the speaker is solely responsible for the content of their respective sessions, HouseMark shall have no liability to the Customer or any Delegate in respect of any claim made by the Customer or any Delegate relating to or connected with the content of an external speaker.
  - 7.3 All opinions expressed by speakers at any Event are the sole opinions of the speakers and do not necessarily represent the views of HouseMark.
8. **Intellectual property rights**
  - 8.1 In most circumstances, any associated written Event Material will be issued on the day of the Event. This Event Material is made available only to those Delegates attending the Event.
  - 8.2 All Intellectual Property Rights in or arising out of or in connection with the Event including any and all Event Materials provided by HouseMark shall be owned by HouseMark and nothing in these Conditions shall grant to the Customer or any Delegate the right to use any of the Event Materials for any purpose outside of the Event including without limitation for commercial exploitation.

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- 8.3 The Customer acknowledges that, in respect of any Event Materials provided by third parties (“**Third Party Materials**”) the relevant third party shall own all of the Intellectual Property Rights in the Third Party Materials and the Customer's use of any such Third Party Materials is conditional on the Customer obtaining a suitable licence from the relevant licensor on such terms as will entitle the Customer to utilise the Third Party Materials.
- 8.4 HouseMark reserves the right to film, record or photograph any of the speakers at an Event for post-Event purposes.
- 8.5 By attending any Event each Delegate understands that they may be recorded in a photo, video or audio format in accordance with HouseMark's right pursuant to clause 8.4. Each Delegate that attends an Event:
- 8.5.1 irrevocably consents to their Personal Data being processed, in accordance with the provisions of the DPA;
  - 8.5.2 acknowledges and accepts that any Intellectual Property Rights which arise in any film, recording or photograph produced pursuant to clause 8.4 belong to HouseMark and
  - 8.5.3 assigns all rights in the films, recordings or photographs produced pursuant to clause 8.4 to HouseMark and waives all moral rights in connection with the same.
9. **Cancellations and amendments**
- 9.1 All cancellations of and/or amendments to Bookings must be made in writing and addressed to [info@housemark.co.uk](mailto:info@housemark.co.uk).
- 9.2 Where a Customer cancels a Booking more than ten (10) Business Days before the Event, HouseMark shall be entitled to charge the Customer an administration charge equal to 50% of the full ticket price per Delegate due to attend the Event on behalf of the Customer. For no charge events this will be equal the clause 6.2.
- 9.3 Where a Customer cancels a Booking less than ten (10) Business Days before the Event, HouseMark shall be entitled to charge the Customer an administration charge equal to the full ticket price per Delegate due to attend the Event on behalf of the Customer.
- 9.4 A Delegate place in respect of an Event may be transferred to an alternative individual of the Customer. The Customer or Delegate may only transfer their place a maximum of 2 times.
- 9.5 HouseMark reserves the right to cancel any Event at any time upon notice to the Customer. Where HouseMark exercises its right pursuant to this clause 9.5, HouseMark:
- 9.5.1 shall refund to the Customer the full price of any advance payments which it may have received; and
  - 9.5.2 may, at its sole discretion, reimburse the Customer in respect of any costs associated with the attendance of the Customer's Delegates at the Event, including travel and accommodation costs, however nothing in these Conditions shall oblige HouseMark to do so.
10. **Protection of information**
- 10.1 When making an Order, the Customer and/or the Delegate acknowledges and accepts that it may be providing HouseMark with Personal Data, as defined in the DPA, in respect of the Delegates.
- 10.2 HouseMark shall comply with any notification requirements under the DPA and will duly observe all its obligations under the DPA which arise in connection with the Contract.
- 10.3 HouseMark shall:
- 10.3.1 take appropriate technical and organisational measures to protect any Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
  - 10.3.2 not cause or permit any Personal Data to be transferred outside of the European Economic Area without the prior consent of the Delegate;
  - 10.3.3 ensure that all staff and agents required to access any Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 10;
  - 10.3.4 ensure that none of its staff or agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the appropriate Delegate; and



- 10.3.5 not disclose Personnel Data to any third parties in any circumstances other than with the written consent of the Delegate or in compliance with a legal obligation imposed upon HouseMark.
- 10.4 If, at the time a Delegate has given its permission, HouseMark may contact the Delegate by [mail, telephone, SMS, text/picture/video message, fax, email] about future Events that HouseMark will be arranging and that may be of interest to the Delegate. If any Delegate who has previously given permission prefers not to receive any direct marketing communications from HouseMark they may opt out at any time upon notice in writing to HouseMark sent to [info@housemark.co.uk](mailto:info@housemark.co.uk).
11. **Force majeure**
- 11.1 For the purposes of the Contract, Force Majeure Event means an event that is cancelled or postponed beyond the reasonable control of HouseMark including but not limited to the non-attendance of external speakers, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, 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 or default of suppliers or subcontractors.
- 11.2 HouseMark shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract or any amendments made to the Event, including time, date, venue and speakers, as a result of a Force Majeure Event.
12. **Limitation of liability**
- 12.1 Nothing in these Conditions shall limit or exclude HouseMark's liability for:
- 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 12.1.2 fraud or fraudulent misrepresentation; or
- 12.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.2 Subject to clause 12.1:
- 12.2.2 HouseMark shall under no circumstances whatever be liable to the Customer, 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 the Contract; and
- 12.2.3 HouseMark's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £[500].
- 12.3 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4 This clause 12 shall survive termination of the Contract.
13. **Variation**
- No changes to these Conditions are valid or have any effect unless agreed by HouseMark in writing. HouseMark reserve the right to vary these Conditions from time to time. HouseMark's updated Conditions will be provided prior to any Booking and by proceeding to book on an Event following such changes, the Customer agrees to be bound by any variation made by HouseMark. It is the responsibility of the Customer to check these Conditions from time to time to verify such variations.
14. **Governing law**
- The Contract, and any dispute or claim arising out of or in connection with it 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.
15. **Jurisdiction**
- Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).