



1. About us

- 1.1 **Company details:** Bristol Law Society (company number 00005295) (**we** and **us**) is a company registered in England and Wales and our registered office is at C/o Milsted Langdon LLP, Freshford House, Redcliffe Way, Bristol, England, BS1 6NL. Our VAT number is 974809373.
- 1.2 **Contacting us:** To contact us, telephone us at 0117 945 8486 or email us at events@bristollawsociety.com.

2. Our contract with you

- 2.1 **Our contract:** These terms and conditions (**Terms**) apply when you book events organised and hosted by us (**Our Events**) or book, via us, events organised and hosted by third parties (**Third Party Events**) (together **Events**). These Terms apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 **Changes to these Terms:** We reserve the right from time to time to make changes to these Terms. Where we make any such changes, we shall post the updated version of these Terms on our website. Therefore, we recommend you check these Terms regularly to stay informed of the current terms and conditions. All purchases are subject to the applicable version of the Terms that was published at the time of purchase. If you do not agree with any revised version of the Terms, or if you cannot comply with it, then you must not make a purchase.
- 2.3 **Third Party Events:** With respect to Third Party Events we are authorised to sell tickets on behalf of the event organiser. Please note that we are not responsible for organising or delivering Third Party Events and we accept no liability for any claims arising out of or in connection with such Third Party Events.
- 2.4 **We don't give business customers all the same rights as consumers:** For example, business customers have different rights where there is a problem with Our Events and we don't compensate them in the same way for losses caused by us or Our Events. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are booking an Event wholly or mainly in connection with your trade, business, craft or profession, even if you are an individual.

3. Placing an order and its acceptance

- 3.1 **Placing your order:** To book an Event please follow the onscreen prompts to place your order. You may only submit an order using the method set out on the site. Each order is an offer by you subject to these Terms.
- 3.2 **Correcting input errors:** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 **Acknowledging receipt of your order:** After you place your order, you will receive an email from us or confirmation on screen, acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.4 **Accepting your order:** Our acceptance of your order takes place when we send an email to you to accept it (**Order Confirmation**), at which point and on which date a contract between you and us will come into existence which is subject to these Terms (**Contract**). The Contract will relate only to those Events confirmed in the Order Confirmation.
- 3.5 **If we cannot accept your order:** If we are unable to fulfil your order for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Event, we will refund you the full amount.
- 3.6 **Entire agreement:** If you are a business customer these Terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these Terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

4. Payment

- 4.1 Payment will be due at the time of booking online or we may raise an invoice as indicated at the time of booking. Invoices are due for payment within 30 days of the date of the invoice and in any event prior to the date of the Event.
- 4.2 We reserve the right to refuse entry to Events to any delegate who has not made payment in full. If entry is refused on this basis, our

invoice will nevertheless remain due for payment unless we agree otherwise. This decision will be made at our discretion.

- 4.3 If payment is not made in accordance with clause 4.1, we reserve the right to charge interest on the outstanding amount at the rate of 4% per annum above the base rate of Bank of England from time to time. Interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 4.4 All invoices will be issued by the Bristol Law Society.
- 4.5 All amounts payable are exclusive of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under our Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay such additional amounts in respect of VAT as are chargeable on the supply of courses at the same time as payment is due for the courses.
- 4.6 All amounts due under our Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as required by law).
- 4.7 Payment can be made by credit/debit card or by bank transfer if payment is due upon receipt of an invoice.

5. Event Cancellation

5.1 Our right to Cancel

- (a) We reserve the right to cancel or change the date for any Event at any time without liability. In the unlikely event of this happening we will provide a full refund if we cancel or if we change the date and the delegate can no longer attend the Event.

5.2 Your right to Cancel

Subject to clauses 6 and 7:

- (a) Cancellations must be made in writing to events@bristollawsociety.com no less than 48 hours before the Event to be eligible for a refund.
- (b) If you cancel providing 48 hours or more notice before the Event you will be eligible for a full refund of the price less an administration charge.

5.3 Save as set out in this clause 5, clause 6 and clause 13 you have no other right to cancel or request a refund for your order after purchase.

6. Additional Terms which apply to Specific Events

6.1 For the Events in clause 6.2 below, the following Additional Terms apply and take precedence over the general Terms:

- (a) Conferences
 - (i) Cancellations must be made in writing to *events@bristollawsociety.com* no less than 14 days before the conference to be eligible for a refund.
 - (ii) If you cancel less than 14 days before the conference you may not be eligible for a refund. However, you may be able to transfer your place to another delegate in accordance with clause 7.

- (b) Bristol Legal Awards
 - (i) We cannot refund any Bristol Legal Awards cancellations unless we are able to re-sell the cancelled tickets to another party. In the event that we are unable to resell the tickets, the cost will be payable in full. Substitute guests will be accepted up to the date mentioned on the relevant year's Bristol Legal Awards Booking Form.

- (c) Professional Dinners
 - (i) Cancellations must be made in writing to *events@bristollawsociety.com* no less than 14 days before the date of the professional dinner to be eligible for a refund.
 - (ii) If you provide less a than 14 days notice a refund will only be agreed if we are able to re-sell the ticket to another party or the dinner provider's terms allow us to cancel the meal without us incurring a financial penalty. In the event that we are unable to re-sell the ticket, the cost will be payable in full.
 - (iii) Substitute guests will be accepted up to the date mentioned booking form.

7. Substitute Delegates

7.1 If you or the delegate are unable to attend the Event, you may transfer the delegate place to another person within your organisation, subject to availability and our approval. Notwithstanding our approval to substitute a delegate, if food has

been ordered we may not be able to amend the food order to take account of preferences or dietary requirements.

- 7.2 You must notify us by calling us on telephone 0117 945 8486 or email events@bristollawsociety.com about any such transfer providing the full name, job title, email address and phone number of the person who will take your place.
- 7.3 You may not transfer the delegate place to anyone outside of your organisation.
- 7.4 Transferring a delegate place may incur an administration fee if we have already incurred costs for the original delegate, such as printing place names, badges, certificates or catering arrangements.

8. Events

- 8.1 **Descriptions:** Descriptions for the Events are published on our website.
- 8.2 **Joining Details:** Attendance/joining details will be sent to delegates no later than 2 days before the Event or as soon as possible after booking if within 2 days. If you have not received the attendance/joining details 2 hours before the Event, please contact us on 0117 945 8486 or via email events@bristollawsociety.com.

9. Intellectual property rights

- 9.1 Intellectual Property Rights includes: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, 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.
- 9.2 All Intellectual Property Rights in or arising out of or in connection with our Events (other than Intellectual Property Rights in any materials provided by you) shall be owned by us.

- 9.3 We grant you, or shall procure the direct grant to you of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use the materials we provide (excluding materials provided by you) for the purpose of attending the Event, but you cannot sub-license, assign or otherwise transfer the rights granted above.

10. How we may use your personal information

- 10.1 We are a data controller for all personal data collected when you book an Event and in handling your data we will comply with the relevant Data Protection Legislation, meaning all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- 10.2 We will process your personal information in accordance with our *Privacy Policy* the terms of which are incorporated into this Contract.
- 10.3 If you are booking an Event on behalf of delegates within your organisation you warrant that you have their authority to book the Event on their behalf, to submit their personal information to us and you have provided a copy of our privacy notice to them.
- 10.4 Events may be photographed and/or filmed to be used in post event publicity. Should you not want to be included, please inform us prior to the event by emailing us at events@bristollawsociety.com and make the photographer and our staff aware on the day of the Event.

11. Limitation of liability

- 11.1 **Our liability to consumers:** We're not responsible for losses you suffer caused by us breaking this Contract unless if the loss is:
- (a) **Unexpected:** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
 - (b) **Caused by a delaying event outside our control:** As long as we have taken the steps set out in clause 13.
 - (c) **Avoidable:** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we

supplied and which you could have avoided by following our advice.

- 11.2 **Our liability to businesses:** If you're a business, then, subject to clause 11.3:
- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any
 - (i) loss of profits.
 - (ii) loss of sales or business.
 - (iii) loss of agreements or contracts.
 - (iv) loss of anticipated savings.
 - (v) loss of use or corruption of software, data or information.
 - (vi) loss of or damage to goodwill; and
 - (vii) indirect or consequential loss.
 - (b) our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the sum of the amount paid for the Event.
- 11.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation.
- 11.4 We exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.
- 11.5 This clause 11 will survive termination of the Contract.
- 11.6 Admission to all events is subject to the terms of admission of the relevant venue. Breach of any of venue terms and conditions or any unacceptable behaviour likely to cause damage, nuisance or injury shall entitle the Event organiser to eject you from the venue.

12. Survival: Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

13. Events outside our control

13.1 Events are subject to our and/or the third party providing the event's right to alter or vary the Event due to events or circumstances beyond our reasonable control. We will contact you as soon as possible to notify you of any change.

13.2 You will not be entitled to cancel a Contract unless the change is a material alteration. If you opt to cancel the Contract due to a material change, please contact us and we will issue a full refund.

14. Communications between us

14.1 When we refer to "in writing" in these Terms, this includes email.

14.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

14.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

14.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

14.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

15. General

15.1 Assignment and transfer

- (a) We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

15.2 **Variation:** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

15.3 **Waiver:** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

15.4 **Severance:** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

15.5 **Third party rights:** The Contract is between you and us. No other person has any rights to enforce any of its terms.

15.6 **Governing law and jurisdiction:** These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.