

## SECTION D – EVENTS SPECIFIC TERMS

### 1. DEFINITIONS AND INTERPRETATION

- In this Section D the following words and expressions have the following meanings unless inconsistent with the context:

<b>“Attendance Criteria”</b>	any criteria or requirements which Delegates must meet in order to attend the Event, as notified to the Customer by The Property Institute (TPI) in writing from time to time;
<b>“Delegate”</b>	the individual who is to attend the Event, as detailed in the Contract Details, or (where the Customer and the delegate are different) such replacement as the Customer may notify to TPI in writing;
<b>“Event”</b>	the event or events which forms the Deliverables as set out in the Contract Details;
<b>“Event Date”</b>	the date or dates of the Event as set out in the Contract Details;
<b>“Venue”</b>	the venue where the Event will take place as set out in the Contract Details.

### 2. EVENT

- Subject to prior payment of the Price in cleared funds by the Customer, TPI shall permit each Delegate to attend the Event.
- The Delegate shall arrive at the Venue for registration at least one hour prior to the listed start time for the Event.
- The Customer acknowledges and agrees that TPI shall be entitled to refuse entry to the Event to any Delegate who has not registered in accordance with Condition 2.2 of this Section D.
- Where the Event is directed at or intended for certain categories of delegate, TPI shall be entitled to refuse entry to the Event to any Delegate that TPI reasonably believes does not meet the Attendance Criteria.
- The Customer acknowledges and agrees that TPI may vary the Venue, the date and time of the Event, the presenters, speakers and other elements of the Event in accordance with Condition 5.6 of Section A.

### 3. PRICE

- Unless otherwise stated in the Contract Details, the Price for the Event does not include accommodation, travel, meals or refreshments and

## The Property Institute

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the Customer shall be responsible for arranging such at its' own cost for each Delegate where required.

#### 4. DELEGATES

- The Customer shall, and where the Customer is not the Delegate, shall procure that each Delegate shall:
  - meet any applicable Attendance Criteria;
  - not resell, transfer ownership of or allow any other person to use, the Delegate's right to attend the Event;
  - behave in a manner appropriate to the Event and the Venue whilst travelling to or from the Event and attending the Event;
  - not do anything which TPI reasonably believes could bring TPI, the Event or the Venue into disrepute or otherwise have a detrimental or prejudicial impact on the reputation, standing, Intellectual Property Rights or goodwill of such;
  - not record or transmit, or aid in the recording or transmitting of, any video, image, audio, transcription or other reproduction of the Event unless expressly permitted in writing by TPI;
  - comply with all instructions, directions and requirements of TPI or the Venue relating to attendance at and participation in the Event, including those requirements relating to health and safety at the Venue; and
  - comply with the terms of this Contract.
- Where the Customer is not the Delegate, the Customer shall be entitled to replace the Delegate with an alternate Delegate on written notice to TPI, provided that any such replacement Delegate shall also comply with the terms of this Contract, including the provisions of this Condition 4 of Section D.
- The Customer agrees that, and shall procure that the Delegate agrees that, TPI, the Venue and any third party may use the Delegate's name, image, likeness and any audio, video or photographic recording in accordance with TPI's Privacy Policy.

#### 5. EVENT CANCELLATION

- TPI reserves the right to cancel or reschedule the Event for any reason (including, without limitation, by reason of a force majeure event in accordance with Condition 14 of Section A). TPI shall notify the Customer in writing of the cancellation or rescheduling as soon as possible. The parties agree that:
  - TPI shall not be in breach of this Contract by virtue of any cancellation or rescheduling of the Event; and

- on TPI notifying the Customer of any cancellation of the Event, this Contract shall immediately terminate and the provisions of this Condition 5 of Section D shall apply;
  - on TPI notifying the Customer of any rescheduling of the Event, this Contract shall be deemed varied in accordance with Condition 5.6 of Section A; and
  - save as set out in this Condition 5 of Section D, TPI shall have no further liability to the Customer in respect of the cancellation or rescheduling of the Event, including in respect of any costs incurred by the Customer prior to cancellation or rescheduling of the Event.
- Without prejudice to the other rights of TPI or the Customer under this Contract, where an Event is cancelled or rescheduled in accordance with Condition 5.1 of Section D TPI shall:
    - where the Event is to be rescheduled, permit each Delegate to attend the rescheduled Event; or
    - where the Event is cancelled or a Delegate is unable to attend the rescheduled Event and the Customer cannot provide a replacement Delegate, at TPI's sole discretion provide a refund of the Price less any amounts which relate to costs already incurred by TPI in providing the Event to the Customer.
  - Any refund of the Price or part of the Price agreed pursuant to Condition 5.2 of this Section D shall be payable within 30 days of the amount being agreed or determined in accordance with Condition 13 of Section A or by such other date as the parties may agree in writing.
  - For the avoidance of doubt, no reduction or refund of the Price shall be payable where the Contract is terminated other than as a result of cancellation of the Event in accordance with Condition 5.1 of this Section D.

## 6. CANCELLATION BY THE CUSTOMER

- The Customer shall be entitled to cancel any booking for any Delegate at the Event by giving written notice to TPI. Where the Customer cancels the booking for any Delegate:
  - within 10 Working Days of the order being accepted by TPI in accordance with Condition 2.5 of Section A, the Customer shall be entitled to receive a refund of the portion of the Price relating to that Delegate's attendance at the Event; or
  - more than 10 Working Days after the order has been accepted by TPI in accordance with Condition 2.5 of Section A, the

Customer shall not be entitled to receive a refund of the portion of the Price relating to that Delegate's attendance at the Event, provided that in no circumstances shall any refund be payable if the Customer cancels the booking less than 10 Working Days prior to the Event.

- For the purposes of Condition 6.1 of this Section D, the date of the Customer's cancellation shall be the date on which TPI is deemed to receive the Customer's written notice in accordance with Condition 14.2 of Section A.

## 7. LIMITATION OF LIABILITY

- Except as expressly and specifically provided in these Conditions:
  - the Customer assumes sole responsibility for results obtained from the use of the Deliverables by the Customer, including but not limited to attendance at the Event, and for conclusions drawn from such use. TPI shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TPI by the Customer in connection with the Deliverables, or any actions taken by TPI at the Customer's direction;
  - any information provided as part of the Deliverables, including but not limited to attendance at the Event, does not constitute professional advice and is for educational purposes only. Information provided as part of the Deliverables is not a substitute for advice on the specific circumstances of the Customer or Delegate or for the exercise of appropriate judgement, skill and care. Whilst every effort has been made to ensure that information provided as part of the Deliverables is accurate and up-to-date, TPI accepts no responsibility for any acts or omissions in relation to property management or any other subject matter of the Deliverables in whatever form;
  - all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by Applicable Laws, excluded from the Contract; and
  - the Deliverables are provided to the Customer on an "as is" basis.
- Subject to Condition 11 of Section A and Condition 7.1 of this Section D, TPI's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or

contemplated performance of the Contract shall be limited to the greater of:

- £10,000; or
- the Price.