



# Ciarb Events Terms and Conditions

These Terms govern the Booking. We kindly request that you thoroughly review these Terms and raise any issues with us before making the Booking. By making the Booking, you confirm your understanding of an agreement to abide by these Terms, establishing a legally binding agreement between the Delegate and Ciarb.

The parties agree that the Booking is made in accordance with this agreement, including these Terms.

## 1. Definitions and interpretation

**1.1** Terms defined on the Confirmation apply to these Terms.

**1.2** References in these Terms shall have the following meanings:

- 1.2.1** "Ciarb" means the Chartered Institute of Arbitrators, incorporated by Royal Charter 1979 (registered in England and Wales with registered number RC000099), and registered charity in England and Wales with registered charity number 803725, whose headquarters is at 12 Bloomsbury Square, London, WC1A 2LP, England, United Kingdom, and references to 'we', 'us' and 'ours' shall be construed accordingly.
- 1.2.2** "Delegate" means the person who books to attend and references to "Delegate" include all of the organisation on whose behalf the Booking is made and the actual attendee. 'You' and 'Yours' shall be construed accordingly.
- 1.2.3** "Booking" means the booking to attend the Event, Virtually or at the Venue as appropriate.
- 1.2.4** "Confirmation" means the confirmation provided by Ciarb (which may be by email or other written form) confirming the Booking.
- 1.2.5** "Event" means the event organised by Ciarb and referred to on the Confirmation.
- 1.2.6** "Fee" means the fee payable to attend the Event, as specified by Ciarb at the time of Booking on its Event website or webpage or as otherwise agreed.
- 1.2.7** "Hybrid Event" means an Event where it is possible to attend at the Venue or Virtually, dependent on the Booking.
- 1.2.8** "Terms" means these terms and conditions as supplemented by the Confirmation.
- 1.2.9** "Venue" means the location at which the Event will happen if not attending Virtually as set out in the Confirmation or otherwise notified to you from time to time.
- 1.2.10** "Virtual" means any Event attended remotely, the details of which will be notified to You in advance of the Event and "Virtually" shall be construed accordingly.

## 2. Fee

**2.1** Full payment for the Event is due at the time of Booking, either by credit or debit card, through Ciarb's website. In special circumstances (and entirely within its discretion), Ciarb may issue an invoice for a bank transfer. The Booking will not take effect until payment in full is made. Payment by cash or cheque will not be accepted. Interest at the rate of 5% above the base rate of the Bank of England will be payable on any late payment.

**2.2** The Fee will include access to the Venue or virtual platform, as applicable. Where provided, it will also include access to any on-demand recording of the Event if available and any event materials provided. Any refreshment or other inclusions in the Fee (whether attending at the Venue or joining Virtually as applicable) will be specified on the Event website or webpage (as applicable).

**2.3** The Fee does not include travel, insurance in relation to travel, Event cancellation or otherwise, personal expenses and VAT. Delegates are recommended to arrange their own insurance.

**2.4** In the event that any Delegate wishes to cancel a Booking, your entitlement to a refund will be as follows:

**2.4.1** If the Booking is cancelled up to four weeks before the Event, Ciarb will refund 100% of the Fee minus a £5 administration fee.

**2.4.2** If the Booking is cancelled between two and four weeks before the Event, Ciarb will refund 50% of the Fee, less a £5 administration fee.

**2.4.3** Any cancellation of the Booking within the two weeks prior to the Event will have no entitlement to a refund of the Fee.

**2.4.4** No refunds will be due if a Delegate does not attend the Event or join Virtually for whatever reason including technical issues.

**2.4.5** Delegates may transfer their Booking to another person at any time prior to the issue of joining instructions without additional charge provided that the substitute Delegate is notified to Ciarb before that date and is a person who would have been eligible to attend at the same or a lower price. Substitutions after that date will be at the discretion of Ciarb.

**2.4.6** Any cancellation or change of Delegate should be done through the registration platform or by contacting Ciarb Events Team at [events@Ciarb.org](mailto:events@Ciarb.org).

## 3. Cancellation and postponement

**3.1.** Ciarb reserves the right to cancel or postpone Events.

**3.2** In the event of cancellation by Ciarb, any Fees paid will be reimbursed and no further sums will be due from Delegates. Ciarb will have no further liability to Delegates in the event of cancellation including without limitation having no liability for any travel or accommodation costs incurred by Delegates in relation to the cancelled Event.

**3.3** In the event of postponement, all tickets will automatically be valid for the revised date and this agreement will take effect accordingly. Delegates who are unable to attend on the revised date may within 14 days of the issue of the notice of postponement notify Ciarb that they wish to transfer their Booking to another person who would have been eligible to attend at the same or a lower price. Alternatively, they may require within that 14-day period request a refund, in which event any Fees paid will be reimbursed and no further sums will be due from that Delegate. Delegates for Hybrid Events may also elect to convert their Booking to a Virtual Booking without additional charge. Ciarb will have no further liability to Delegates in the event of postponement including without limitation having no liability for any travel or accommodation costs incurred by Delegates in relation to the postponed Event.

## **4. Change of venue**

**4.1.** Ciarb reserves the right to change the Venue for any Event and will notify promptly of any such change. No Delegate who has a Booking to attend the Venue will be entitled to cancel their Booking provided that the revised Venue is within the Greater London area if the original Venue was within Greater London or (if not) is within ten miles of the original Venue.

**4.2** In the event that the revised Venue is not within the Greater London area or within ten miles of the Original Venue, then Delegates who are unable to attend the revised Venue may within 14 days of the issue of the notice of change of Venue notify Ciarb that they wish to transfer their Booking to another person who would have been eligible to attend at the same or a lower price. Alternatively, they may require within that 14-day period request a refund, in which event any Fees paid will be reimbursed and no further sums will be due from that Delegate. Delegates for Hybrid Events may also elect to convert their Booking to a Virtual Booking without additional charge. Ciarb will have no further liability to Delegates in a change of Venue including without limitation having no liability for any travel or accommodation costs incurred by Delegates in relation to the revised Venue.

**4.3** No Delegate who has booked to attend an Event Virtually may object or claim any refund in the event of a change of Venue or a change in the login details to attend any Event.

## **5. Programme**

The programme for any Event will be at the discretion of Ciarb who may omit, add, lengthen, shorten, or rearrange items at its discretion. Ciarb will have no liability to Delegates in relation to any such change or the absence of any advertised speaker or other participant or the addition of unadvertised speakers of participants.

## **6. Force majeure**

On occasion Events may have to be cancelled or the start delayed or interrupted or shortened for reasons outside Ciarb's control. In the same vein, Delegates joining Virtually for Virtual or Hybrid Events may not be able to join or participate for reasons outside Ciarb's

control. Ciarb will endeavour to mitigate the effect of any events to the extent reasonably practicable but will have no liability to Delegates or obligations to give refunds in the event of such an occurrence.

## **7. General regulations**

**7.1** Delegates whether attending an Event at the Venue or Virtually must comply with instructions and directions given by Ciarb's staff and agents and any applicable policies and procedures of which they are notified.

**7.2** Ciarb reserves the right to refuse access to, or remove any delegate from any Event (either by removal from the Venue or limiting or preventing further participation Virtually) who, in their reasonable opinion has, or is likely to affect the experience of the other Delegates or in their reasonable opinion is acting under the influence of alcohol or drugs, or who uses threatening, abusive or insulting words or behaviour or who behaves in a manner which may cause a breach of the peace (including Virtually or via any chat or participation function). No person so refused access or whose access is limited or prevented will be entitled to any refund of their Fee.

**7.3** Ciarb are dedicated to creating and maintaining a positive event experience where everyone is treated with dignity, courtesy, and respect. Any discriminatory language and imagery are not appropriate at any Event, including in presentation material or in chats or other participation functions. Ciarb reserves the right to exclude or limit the participation who breaches these requirements. No such person will be entitled to any refund of the Fee.

**7.3** The Delegate must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of Ciarb) are brought into the Venue.

**7.4** Any items deemed to be of an offensive or inappropriate nature by Ciarb shall be removed from the Venue and from any Virtual chat or participation function immediately on the request of Ciarb. Ciarb also reserves the right to remove the same without liability.

**7.5** Smoking and/or vaping is not permitted in the Venue.

**7.6** The Delegate must not do or allow anyone attending the Event in their place to do anything in the Venue or Virtually which is or may become a nuisance or disturbance to other delegates, or to the occupiers of adjoining or neighbouring premises.

## **8. Data protection**

**8.1** Personal data supplied by the Delegate will be held and will be used in accordance with the Data Protection Act 2018 and other applicable legislation and regulatory requirements from time relating to the use of personal data and the privacy of electronic communications. Such data will be used for statistical analysis, management, planning and in the provision of the Event and other services by Ciarb and its partners.

**8.2** Delegates at Events (whether at a Venue or Virtually) consent to being filmed and recorded and will have no copyright or other rights in relation to such film and or recording and give irrevocable licence to the same being broadcast, transmitted and reproduced without charge including in publicity material for Ciarb.

**8.3** Without prejudice to the foregoing provisions of this paragraph 8, both the Delegate and Ciarb will be subject to Ciarb's privacy policy as published on its website from time to time.

## **9. Care of premises and equipment**

The Delegate shall not cause or permit to be caused any damage to the Venue or any equipment, belongings, or fittings in it and will be responsible for any such damage caused by it.

## **10. Loss or damage**

**10.1** Ciarb shall not be liable for any death, injury, loss, or damage however so caused to the Delegate, persons attending the Event, and/or to their property except for death or personal injury or damage to property caused by negligence on the part of Ciarb or its agents or representatives or for any matter in respect of which it would be unlawful for Ciarb to exclude or restrict liability.

**10.2** Ciarb will have no liability to any Delegate (whether attending Virtually or at a Venue) for any matter in respect of which it would be lawful for Ciarb to exclude or restrict liability.

## **11. Disputes**

**11.1** If any dispute arises in connection with this agreement which the parties are unable to resolve between themselves, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR.

**11.2** The mediation will start not later than 21 (twenty-one) days after the date of the ADR notice.

**11.3** Unless otherwise agreed between the parties, the mediator will be nominated by CEDR within 7 (seven) days of the date of the ADR notice.

**11.4** The mediation will take place in London and the language of the mediation will be English. If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 14 (fourteen) days of the date of the ADR notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them.

**11.5** Any agreement reached through mediation shall be governed by, and construed and take effect in accordance with, the substantive law of England and Wales.

**11.6** If the dispute is not settled by mediation within 14 (fourteen) days of commencement of the mediation or within such further period as the parties may agree in writing, either party may commence arbitration proceedings in London.

**11.7** CEDR shall be the appointing body and administer the arbitration. CEDR shall apply the UNCITRAL rules in force at the time the arbitration is initiated. In any arbitration commenced pursuant to this clause, the number of arbitrators shall be 1 (one).

## **12. General terms**

**12.1** Ciarb may from time to time amend or add to the Terms in writing.

**12.2** Without prejudice to any other provisions of this Agreement, Ciarb's liability pursuant to this Agreement and in relation to any matters consequential on it shall be limited to the Fee.

**12.3** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

**12.4** No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

**12.5** This Agreement will be governed by and interpreted in accordance with the laws of England.