



EVENTS TERMS & CONDITIONS

Date last updated: 12/02/2021

1. Event Terms and Conditions

- 1.1. These terms and conditions (“Terms”) explain the terms and conditions applicable to event bookings made by you with the Pagoda Projects Ltd (“Pagoda”), registered company in England and Wales under company number 10992310 and having its principal business address at 113-115 Portland Street, Manchester, UK, M1 6DW (“we”, “us” and “our”).
- 1.2. These terms and conditions apply to all online events run by Pagoda Projects, including but not limited to, closed events and workshops that take place as part of a Pagoda Projects programme, pre-programme information webinars, and free events that are open to the public (“Events”). Different cancellation policies may apply to different types of Events, so please read these terms carefully.
- 1.3. If you think there is a mistake in these terms or require any changes, please contact us to discuss. Our contact details are:
Email: events@pagodaprojects.com
Telephone: +44 1618188824
Web: www.pagodaprojects.com/events

2. Types of Events we Offer & Definitions

- 2.1. In these terms and conditions:
 - 2.1.1. “Event”
means the event that you are making a booking request for at the time of acceptance of these terms and conditions.
 - 2.1.2. “Programme Events”
mean conferences, courses, workshops and webinars which are available exclusively to participants participating on a Pagoda Projects Programme or specific attendees invited to a closed event.
 - 2.1.3. “Pre-Programme Event”
mean the series of webinars and information sessions delivered by Pagoda for



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applicants and participants who are/might be undertaking a Pagoda Projects programme.

2.1.4. "Free Events"

mean conferences, courses, workshops and webinars which are available to the public free-of-charge.

2.1.5. "Check-in Form"

means the form regularly filled out by participants on a Pagoda Programme during the Programme.

3. Event Bookings

3.1. Making a booking request for an Event constitutes your acceptance of these Terms and your agreement to comply with them. Please read these Terms carefully before you complete an event booking request. These terms tell you how event bookings can be made, changed and cancelled, and other important information. Where you are making a booking on our website, these Terms should be read in conjunction with [Privacy Policy](#). Your attention is particularly drawn to the provisions of Clause 8 (Limitation of Liability). We reserve the right to amend these Terms from time to time.

3.2. If we need to contact you about your booking request we will do so using the contact details submitted by you during the booking process.

3.3. Bookings for Free Events do not automatically guarantee confirmation of a place at the event. Pagoda will send an auto-confirmation for all bookings in writing.

3.4. Pagoda will accept late bookings, subject to availability up to and on the day of the event.

4. Cancellation by You

4.1. Cancellation of Pre-Programme Events and Free Events. If you find you are not able to attend the Event after booking a place, please notify us in writing as soon as possible, via email. In certain cases, we may be able to provide the Event recording for you.

4.2. Cancellation of Programme Events. If you find you are not able to attend the Event after booking a place, you will be able to request the Event recording of Programme Events you have



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missed via your Check-In Form. In the case that your attendance for the Event is mandatory part of the Programme but you are not able to attend the Event, please notify us in writing as soon as possible.

5. Cancellation by Us

5.1. We shall use all reasonable endeavours to provide the events described on our website, but we reserve the right to cancel or change the Event for any reason including but not limited to situations where the Event is under-subscribed, it becomes difficult for us to deliver the intended content, or for other reasons resulting from events, circumstances or causes beyond our reasonable control.

5.2. We reserve the right to cancel any event if there are fewer than six booking requests 48 hours prior to the start of the Event.

6. The Event

6.1. We will use reasonable endeavours to describe event content in the event descriptions on our website accurately, but these are intended only to give an approximate idea of the Event.

6.2. We reserve the right to amend the programme of the Event for any reason including but not limited to cancellation by an event guest speaker or other situations where it becomes difficult for us to deliver the intended content.

6.3. You agree not to share any illegal, infringing, defamatory or improper content during an Event. Any inappropriate content may result in you being removed from the Event.

6.4. Pagoda does not have control over any links shared during an Event and does not accept any liability for the content being viewed.

6.5. It is your responsibility to comply with all instructions given at the Event and to comply with all applicable laws, including health and safety laws, fire regulations and any codes of conduct for wi-fi access.



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- 6.6. If attendance at the Event makes you privy to any information which is marked, or might reasonably be understood to be, confidential, you shall not use such information for any other purpose other than participation in the Event.
- 6.7. Before booking a place, it is your responsibility to ensure, that you have the required equipment, software and sufficient network access to take part in the digital event.
- 6.8. If you have any problems accessing the event, you can contact us on events@pagodaprojects.com With any queries before the event and troubleshooting will be available during the event. It is acknowledged that it may not be possible to solve all issues as these can be based on the participant's equipment, software and quality of their network access/provision.
- 6.9. Pagoda will take precautionary steps to minimise the risk of the event being terminated due to issues or disruptions in service with the event host's network provision, by assigning each event with an organiser, and a tech support person or moderator.
- 6.10. Although prior to each live event all equipment and connections for chairs/guest speakers are tested for sufficient functionality, Pagoda cannot be responsible for equipment, software and network issues affecting the guest speakers/chairs during the live event. In the event of such issues, Pagoda will reserve the right to make changes to the advertised program. These changes might at times result into an advertised talk being recorded and made available post event.
- 6.11. Should the event not be able to go ahead as a result of issues with the host (Pagoda staff or guest speakers) equipment or network connection, an alternative event may be rescheduled.

7. Limitations of Liability

- 7.1. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the description of the Event, or event bookings generally, whether express or implied.
- 7.2. We will not be liable to you, or any other person making a booking or attending an Event in your place, for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:



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- 7.2.1. Cancellation, including any expenses incurred by you in arranging attendance at an Event;
- 7.2.2. Change;
- 7.2.3. Loss of profits, sales, business or revenue;
- 7.2.4. Loss of anticipated savings;
- 7.2.5. Loss of use or corruption of software, data or information;
- 7.2.6. Business interruption;
- 7.2.7. Loss of business opportunity, goodwill or reputation;
- 7.2.8. Any indirect or consequential loss or damage; or
- 7.2.9. Loss resulting from reliance or action or failure to act based on material delivered at the Event.

7.3. Nothing in these Terms shall limit or exclude our liability for:

- 7.3.1. Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 7.3.2. Fraud or fraudulent misrepresentation;
- 7.3.3. Any matter for which it would be unlawful to exclude or restrict liability

7.4. Subject to the other provisions in this clause, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with these Terms shall be limited to the total fee paid to book the Event.

7.5. The copyright of all training material rests with the guest speaker or Pagoda and Pagoda will not be held responsible for any infringements as a result of plagiarism, libel, slander or misuse of material.

7.6. Unless explicitly stated to the contrary, materials presented Pagoda events may not be reproduced, copied, or in any way incorporated into or stored on any website, electronic retrieval system, publication or in any other form.

8. Force Majeure

8.1. Pagoda shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, pandemics, accidents, war, fire, breakdown, and Pagoda shall be



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entitled to a reasonable extension of its obligations.

9. Miscellaneous Terms

9.1. These Terms constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreement, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

9.2. Except as set out in these Terms, no variation of the Terms shall be effective unless it is in writing and signed by the parties.

9.3. A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under these Terms of by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

9.4. Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

9.5. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

These Terms are governed by and construed in accordance with the laws of England and you agree to accept the exclusive jurisdiction of the English courts in relation to any dispute that may arise in connection with these Terms.