

Terms and conditions

1. Binding terms

These terms and conditions, to which you (the “**Participant**”) hereby agree to be bound, apply to your attendance of the day trip (the “**Trip**”) and provision of such Trip by The University of Warwick, University House, Kirby Corner Road, Coventry, CV4 8UW (the “**University**”). These terms and conditions form the entire agreement between the University and the Participant with respect to the Trip.

2. Bookings

All bookings to the University are bookings for a place on the Trip.

Bookings for attending the Trip must be made using the online registration form. The University may, in its sole discretion, accept or reject such booking and notify the Participant by email accordingly. The payment of any sum to the University by or on behalf of the Participant does not oblige the University to accept a booking for attendance. In the event that your participation in the Trip is terminated, the provisions for clause 4 (Cancellation) shall apply.

Admission to the Trip is based on a ‘first come, first served’ basis.

3. Payment terms

3.1 Fee

The registration fee for attending the Trip is as stated on the registration pages of the Trips and Events website, hosted by the Office for Global Engagement (the “**Fees**”). The Fees will cover registration for the event as stipulated on the webpages under the options available and will cover costs associated with facilities and hosting the event as detailed on the website. You are liable to pay the Fees in full upon registration for the Trip. If the University has not received full cleared payment of the Fees from you by the relevant date, the University may terminate your participation in the Trip without further notice to you.

3.3 General

All payments must be made in pounds sterling and are exclusive of Value Added Tax (VAT) and other taxes, where applicable. With the exception of credit card fees, any taxes, currency conversion costs or other charges incurred in connection with any payments shall be paid by you. The University will not accept any deduction from the Fees in any event.

4. Cancellation

4.1 Cancellations, postponement and changes by the University

- (a) The University may alter or cancel any online booking where it deems, in its reasonable discretion, circumstances so require.
- (b) Without prejudice to the generality of the foregoing or to the provisions of clause 4.2, the University reserves the right to cancel your online booking with immediate effect and without liability under the following circumstances:
 - i. if in the reasonable opinion of the University, you act in such a way as to prejudice the reputation of the University;
 - ii. you fail to meet the payment terms under clause 3;
 - iii. you become insolvent, enter into an arrangement with your creditors or enter into administration, liquidation, bankruptcy or receivership or administrative receivership;
 - iv. you are in default of any material obligation of this Agreement or commit a series of persistent breaches of this Agreement and, in the case of such default being reasonably capable of being remedied, fail to remedy it within seven (7) calendar days of being given written notice from the University to do so.
- (c) In the event of cancellation of the Trip by the University after the receipt of an online booking and where the terms under clause 4.1(b) above do not apply, the University will refund 100% of the Fee for the booking.

- (d) The University will not accept liability for other costs incurred by Participants or third parties as a result of the Trip being cancelled or postponed.
- (e) The University does not accept any liability or responsibility if it cannot provide accommodation, food, drinks or services because of industrial action or any other cause which is beyond its control.

4.2 Your right to cancel

Pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, where applicable, you have no right to cancel this contract. If you have booked the Trip but are no longer able to attend, the University is not able to offer you a refund of the Fee, but you are permitted to transfer your booking to another student. The University shall not take responsibility for arranging any transfer of booking or funds.

5. Trip language

All content on the Trip shall be delivered in English and you must possess a good standard of English language and comprehension to participate. The University does not accept liability for any inconvenience or failure to attend arising as a result of a lack of English language knowledge.

6. Trip material, services and conduct

Payment of the Fees in accordance with these terms and conditions entitles you to participate in the Trip and, unless indicated otherwise, the Fees do not include travel or accommodation costs or subsistence, insurance or other costs that might arise prior to or during the Trip.

Trip outlines and timetables are correct at the time of going online or to print. Views expressed by University staff and other representatives are their own. The University does not accept any liability for advice given or views expressed by University staff or Participants or in any notes or documentation provided to Trip Participants.

The University reserves the right to remove you from the Trip or exclude you from University premises if your behaviour or demeanour is considered unacceptable. You agree to comply with all applicable policies and regulations of the University.

You will provide the University with all information reasonably requested by the University in connection with the Trip.

7. Behaviour to Observe

- a) You must make sure that you behave in such a way that you do not cause a nuisance or unreasonable disruption to the University, its members or employees, or to any other visitor during the Trip.
- b) You must make sure that you and any members of your party will not bring any animals or pets of any kind during the Trip except assistance dogs (where applicable).
- c) You agree that you and the members of your party will comply with the University Ordinances, Regulations and Rules, in particular:
 - (i) Ordinance 17 on parking and traffic;
 - (ii) Regulation 29 on meetings etc. on the University premises.

You acknowledge that the University has advised you that these Ordinances and Regulations are available at www2.warwick.ac.uk/services/gov/calendar/section2.

- d) You agree to pay the University for any loss or liability of any kind to any person and/or suffered and/or incurred by the University which results from you, failing to obey any University Ordinance, Regulation and/or Rule or otherwise during the Trip.
- e) The University reserves the right to prevent access to the University's premises for any individuals who are in breach of any University Ordinance, Regulation and/or Rule (including you) in relation to the Trip .

8. Data protection

The University will process any personal data in accordance with the Data Protection Act 1998 and any associated regulations, for the purposes of performing its obligations and exercising its rights under these terms and conditions.

You covenant with the University that you will in good faith assist the University in complying with its obligations under such legislation in so far as reasonably required by the University.

9. Limitation of liability

Subject to the third paragraph of this clause 9, the liability of the University to you with respect to the provision of the Trip, the cancellation, postponement, or amendment of the Trip, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions, will not extend to (i) any indirect losses or damages, or to any loss of profits, loss of contracts or opportunity, whether direct or indirect, even if the University had been advised of the possibility of those losses or if they were within the University's contemplation; or (ii) any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

In any event, subject to the third paragraph of this clause 9 the liability of the University to you with respect to the provision of the Trip, the cancellation, postponement, or amendment of the Trip or any component thereof, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions is limited to the total amount of any payments received from you or on your behalf in relation to the Trip.

Nothing in these terms and conditions will operate to limit or exclude the liability of the University for death or personal injury arising from the University's negligence, fraud or any other liability that, by law, cannot be limited or excluded.

The University accepts no liability for loss or damage to your personal property and belongings.

The University will not be liable for costs incurred by you (or any other person) in the event of cancellation of the Trip in its entirety or the cancellation of your participation in the Trip pursuant to these terms and conditions, including but not limited to costs incurred in relation to cancellation or alteration of travel arrangements, accommodation reservations and other costs.

The warranties and undertakings given by the University in these terms and conditions are, to the extent permitted by law, given in lieu of all implied conditions, warranties, representations or other terms, including any relating to satisfactory quality, fitness for a particular or any purpose, or the ability to achieve any particular result.

10. Force majeure

The University shall not be liable for any failure or delay in the performance, in whole or part, of any or our obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of any other party), 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, pandemics, epidemics or other outbreaks of disease or infection, failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.

11. Insurance

You are advised to take out insurance for you and your possessions for the duration of the Trip and your travel.

12. Governing law

These terms and conditions will be governed by and construed in accordance with English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with them.