

# Event Booking Terms and Conditions Policy



This policy defines the terms and conditions on which we enable you to make a booking for a place on any of our spring gatherings or workshops ('Events') listed in our publications, ebulletin, newsletter, social media and on our website. Please read these terms and conditions carefully before booking.

You should understand that by booking any of our Events, you agree to be bound by these terms and conditions. Please understand that if you refuse to accept these terms and conditions, you will not be able to book any of our Events.

## General Terms and Conditions

These apply to all SPA Events

### 1. Price and Payment

The price of any of our Events are available on our website. Prices listed are inclusive of VAT (if VAT is applicable) at the prevailing rate, unless otherwise stated.

Prices are liable to change at any time, but changes will not affect bookings in respect of which we have already sent you a Booking Confirmation, except in cases of obvious error.

You may pay for your booking online by credit and debit card. Credit and debit card payments made online through our website are processed by a secure payment collection service. Our online payment processing is undertaken by Stripe, a leading secure internet payment service provider.

To successfully process your online booking, we will take your name, address, membership number and then you will be transferred to a secure page to enter your credit or debit card details and finalise the payment process. Stripe will need to know certain information about you to process payment for the booking and you hereby consent to the transfer by us to Stripe of such information.

Payment shall be due on booking.

Please note, we ensure our emails are secure as possible, however, please do not send us payment information using email. You can make a payment over the phone by calling Clare Parsons on 07909766822.

Unless we are proven to be fraudulent or negligent, we will not be liable to you for any losses caused as a result of unauthorised access to the personal and transactional information that you provide us when making a booking.

## **2. Special Offers**

We reserve the right to run special booking rates on events. Special rates may include, but are not limited to, price promotions for students. In the event of Special rates, additional terms and conditions may apply which will be made available at the time of booking.

## **3. Confirmation of Booking**

After making a booking you will receive an e-mail from us acknowledging that we have received your booking request. Please note, we cannot confirm your booking until full payment is received. If you do not receive confirmation from us within 24 hours, please email [website@scottishpotters.org](mailto:website@scottishpotters.org)

The contract between us ('Contract') will only be formed when we have received full payment and sent you the Booking Confirmation. Should there be a limited number of places at an Event these will be allocated in order of receipt of bookings.

## **4. Joining Instructions**

You will receive joining instructions, confirming timings and venues once your booking has been processed. If you have not received this one week prior to the event, please contact us at: [bookings@scottishpotters.org](mailto:bookings@scottishpotters.org)

Prior to contacting us, please ensure you have checked your email inbox as well as your spam and junk mail, just in case the joining instructions have been sent to these inboxes by your email client.

## **5. Code of Conduct**

The SPA requires all event attendees to abide by the SPA's Code of Conduct when attending an SPA event. By agreeing to the terms and conditions of booking you are also agreeing to conduct yourself safely, and respectfully in line with this.

## **6. Course/Event Content**

We reserve the right to make changes to the published programme of an Event, for example to timings and/or demonstrators if one of those advertised is unable to attend. In such cases, you will not be entitled to a refund if you cancel your place.

## **7. Rights in Materials**

All copyright and other rights (including all intellectual property rights) in materials provided to you during or for the purposes of any of our Events (including, without limitation notes, handouts, flyers) are the property of the SPA or of our demonstrators. You are entitled to use such materials only for your own personal use. You are not entitled to copy such materials (except as permitted by law) nor are you entitled to use or authorise others to use such materials for any commercial purposes.

## **8. Our Liability**

Event attendees shall be required to keep their personal belongings with them at all times. We accept no liability for damage to, or loss of, personal belongings. We do not accept any responsibility for any loss (including, without limitation, theft) of any property that occurs at venues save for any damage caused by our negligence in which circumstances our liability shall be limited to the amount of our insurance for such losses.

We will not be responsible to you or any third party for any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or any other loss or damage which does not result directly from our actions.

Nothing in these online event booking terms and conditions excludes our liability to you for personal injury or death caused by our negligence.

## **9. Events Outside our Control**

The Scottish Potters Association shall not be liable for the delay or cancellation of an event, if the delay or cancellation is caused by circumstances or events outside our reasonable control. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes (without limitation) the following:

- Strikes, or industrial action;
- Riot, terrorist attack or threat of terrorist attack, war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- Impossibility of the use of public or private telecommunications networks; and
- The acts, legislation, regulations or restrictions of any government;

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **10. Written Communications**

We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **11. Publicity**

We may use photographs taken at Events in publicity and marketing materials, including use on our website. Your attendance at an Event may mean that you are featured in such photographs, and you are deemed not to object to the taking of such photographs as detailed above. If you do not wish to be included in any photograph, please notify the SPA representative at the relevant Event prior to the photographs being taken.

## **12. Our Right to Vary these Terms and Conditions**

We have the right to revise and amend these terms and conditions from time to time to reflect changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

## **Event Specific Terms and conditions**

These apply in addition to the general terms and conditions listed above.

### **Spring Gathering**

## **13. Course / Event Venue for the Spring Gathering**

Our Spring Gathering venue is selected on a number of factors including the need to balance cost, accommodation types, accessibility. The choice of venues within the SPA budget for the Spring Gathering is extremely limited. The Spring Gathering Venue may change from year to year but will not change after the booking system opens for the coming year.

**The SPA recommends that you consider making your own personal arrangements for travel insurance, as the SPA cannot be held liable for any circumstances outwith its control or occurring before the event start date.**

You are liable for any loss or damage which you may cause to premises and agree to adhere to all housekeeping rules, procedures and policies (including policies as to behaviour and conduct) that may be in place at any venue from time to time.

**If you have a disability or medical condition that requires special arrangements to be made, or specific dietary requirements, please notify us of your requirements when making your booking. This is very important in the case of food allergies, or mobility requirements.**

#### **14. Our Cancellation and Refund Policy for the Spring Gathering**

Cancellations received in writing after booking, but more than 2 months before the Spring Gathering, will be subject to a 5% administration fee. No refunds will be made for cancellations less than two months prior to event or for non-attendance.

**The SPA recommends that you consider making your own personal arrangements for travel insurance, as the SPA cannot be held liable for any circumstances outwith its control or occurring before the event start date.**

Substitutions received in writing can be made at any time provided that the substitute attendee meets any applicable eligibility criteria, such as SPA membership, unless these have been waived, in writing, by a committee member.

Refunds for additional options such as meals when cancelled by the attendee, will be made on a case-by-case basis in line with the above.

We reserve the right at any time and without prior warning to change the Demonstrators from those described in the programme.

#### **Workshops**

#### **15. Course/Event Venue for Workshops**

Our Events are held at venues throughout Scotland. You acknowledge that we may have to change the published venue for the event for reasons beyond our control and in such cases, you will be entitled to cancel.

**The SPA recommends that you consider making your own personal arrangements for travel insurance, as the SPA cannot be held liable for any circumstances outwith its control or occurring before the event start date.**

You are liable for any loss or damage which you may cause to premises and agree to adhere to all housekeeping rules, procedures and policies (including policies as to behaviour and conduct) that may be in place at any venue from time to time.

**If you have a disability or medical condition that requires special arrangements to be made, or specific dietary requirements, please notify us of your requirements when making your booking. This is particularly important in the case of food allergies or mobility requirements.**

#### **16. Our Cancellation and Refund Policy for Workshops**

Cancellations received in writing more than one month but less than 2 months before the Event, will be refunded, subject to a 50% administration fee, unless the place can be filled from a waiting list. No refunds will be made for cancellations less than one month prior to event or for non-attendance.

If cancellation by the delegate is prior to 2 months before the event - the delegate shall be entitled to a refund of fees paid less the Stripe system administration fee. Substitutions received in writing can be made at any time provided that the substitute attendee meets any applicable eligibility criteria for the relevant Event, such as SPA membership, unless these have been waived, in writing, by a committee member.

Refunds for additional options such as meals when cancelled by the attendee, will be made on a case-by-case basis in line with the above.

We reserve the right at any time and without prior warning to change the venue of the Workshop and/or Demonstrators from those described in the programme. We also reserve the right in our absolute discretion to cancel your booking where we need to do so due to circumstances outside of our control (including, but not limited to, situations where insufficient numbers have booked for the Workshop, or the demonstrators are unavailable.