

DBA Events terms and conditions

These terms and conditions (**Terms**) explain the terms and conditions applicable to event booking requests made by Delegates with the Design Business Association.

Definitions

In these Terms the following meanings are used:

DBA	Design Business Association incorporated in England and Wales under company number 02471955 and whose registered office is 35-39 Old Street, London, Greater London, EC1V 9HX;
Delegate	any individual, firm or company, which makes the booking with the DBA, and 'you' and 'your' are interpreted accordingly;
Event	the relevant DBA training course or DBA activity that the delegate is booking;
Intellectual Property	copyright, rights in designs, and all other intellectual property rights;
Writing	any communication in writing, including email, the deemed receipt of which is next business day.

1. Purpose

- 1.1. These Terms are the terms for Delegates booking the Event with the DBA.
- 1.2. These Terms apply to all DBA Events (including virtual events) so please read these terms carefully.
- 1.3. Making a booking request for the 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 should be read in conjunction with our website [terms of use and privacy policy](#). The DBA may amend these Terms from time to time.

2. Allocation

Event places for Delegates are allocated on a first-come first-served basis.

3. Booking

- 3.1. Places can only be confirmed when the DBA receives a completed booking form along with full payment of the Event fee. Once payment has been received a confirmation of booking will be issued.
- 3.2. The DBA reserves the right to reject a booking application at its complete discretion.
- 3.3. Prices may be subject to change at any time prior to confirmation of booking.
- 3.4. A contract will be formed upon the acceptance by the DBA of a booking form.

4. Payment

4.1. Payment will be made through a third-party provider. The DBA's trusted processor of payments is Stripe, whose terms and conditions can be found [here](#).

4.2. Once a booking has been confirmed, the DBA is unable to provide refunds in any circumstances except where the Event is cancelled in which case either a full refund will be made, or the booking will be transferred to an alternative Event.

4.3. If the Event is rescheduled by the DBA and a Delegate is unable to attend, then the booking may be transferred to an alternative Event of equal value.

5. Data and privacy

A contract will be formed upon acceptance by the DBA of a booking form. By entering this contract, you agree to the DBA's [privacy policy](#).

6. Substitutions

6.1. Should a Delegate be unable to attend the Event, a colleague can be sent in their place. If the Delegate or colleague do not attend for any reason, then a copy of any notes and papers provided at the Event will be made available to the Delegate. The fee paid for the Event is non-refundable in any circumstances.

6.2. The DBA reserves the right to reschedule, postpone, cancel, modify or change any aspect or part of the Event, and will endeavour to inform all Delegates as soon as is practicable should this be necessary. If a specified presenter or speaker is unable to attend for any reason then another presenter or speaker may be substituted who has the relevant experience, in the opinion of the DBA.

7. Responsibility

The Delegate accepts full responsibility for the behaviour and conduct of all those present from the Delegate's party.

8. Competition

8.1. The DBA reminds Delegates and participants in the Event and all other DBA activities that they may interact with other people who are in competition with them. Such interaction is perfectly proper in relation to matters involving general discussions relating to the creative brand and design industry. Delegates should remember that they must be careful not to discuss operational matters relating to their businesses, and in particular should not:

8.1.1. discuss, obtain from or exchange with a competitor commercially sensitive or confidential information;

8.1.2. exchange directly or indirectly with a competitor information on specific intentions about future conduct regarding prices or contracts, market shares, margins, territories, customers, etc; and

8.1.3. engage in any activity intended to improperly discover or exchange commercially sensitive operational information relating to their or other people's businesses.

8.2. The DBA wants Delegates to have a detailed insight into the brand and design business, and the benefits that this industry can bring to all other industries. The DBA deliberately encourage engagement between the client industries and the brand and design industries, and Delegates, to

engage fully in all aspects of brand and design issues, but not to inadvertently collude with your competitors.

9. Liability

9.1. The DBA will not be responsible for loss or damage to personal property by theft or otherwise during the Event

9.2. The DBA shall not be liable for any loss, damage, injury or expense incurred or suffered by a Delegate through attendance at the Event which is due to circumstances outside the control of the DBA.

9.3. Nothing shall exclude or limit the liability of the DBA for death or personal injury arising as a result of its negligence.

9.4. The sole responsibility of the DBA is to ensure that the Event is conducted by person(s) with the relevant experience and the DBA accepts no responsibility or liability for the content of the Event (including all papers and materials that may be distributed to Delegates). Any opinions expressed at the Event by the presenter or speaker are those of the presenter or speaker and not of the DBA.

9.5. To the extent permitted by law, the liability of the DBA and of all the presenters and speakers in respect of any claims arising out of the Event shall be limited to the amount of fee paid by the Delegate to attend the Event.

10. Event recording

Photographs and filming may be taken at DBA events. By attending the event, all participants consent to any photographs or video footage being used in future promotional materials by the DBA or authorised third-party partners. These can include (but not limited to) marketing materials, advertising and other documents that may be made available to the public.

11. Intellectual Property

11.1. All material used or distributed in connection the Event or created at the Event is the exclusive Intellectual Property of the DBA (or the presenter/speaker).

11.2. The provision of materials to Delegates does not constitute an assignment or the creation of any licence of Intellectual Property to Delegates.

12. Miscellaneous

12.1. No Delegate may transfer any rights under these Terms to someone else.

12.2. These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for anyone else to any right.

12.3. Any communication to the DBA required under these Terms to be in Writing should be addressed to bookings@dba.org.uk.

12.4. These Terms constitute the entire agreement between the DBA and the Delegate, and supersedes and extinguishes all previous agreement, promises, assurances, warranties, representations and understandings between the parties, whether written or oral, relating to its subject matter.

12.5. Except as set out in these Terms, no variation of the Terms shall be effective unless it is in Writing and confirmed by the parties.

12.6. 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 or 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.

13. Governing Law

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.

Last updated: January 2021

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