

Construction quality forums

TERMS AND
CONDITIONS

1 Interpretation

- a) In these Terms, the following words and expressions shall mean the following:

'Delegate' means any person, employee, contractor or any other guest you send to a Forum.

'NHBC', 'us', 'we' means NHBC Services Limited (company number: 03067703).

'Forum' means the construction quality forum selected by you via the NHBC shop website.

'you', 'your' means the firm, company or other organisation that books a Forum via the NHBC shop website.

- b) Clause headings shall not affect the interpretation of these Terms.

2 Refunds, cancellation, rescheduling of the forums

Tickets purchased for the Forum cannot be refunded unless:

- a) the Forum is cancelled by NHBC; or
b) the Forum is moved to another date ('Rescheduled Forum') and you decide not to retain your booking for the Rescheduled Forum.

3 Payment terms

To guarantee Delegates entry to the Forum, all payments for the Forum must be paid by you in full prior to the date of the Forum.

4 Transferring tickets to an alternative forum

- a) Tickets are transferable to a different location:
- if the new location has the capacity available to support the transfer; and
 - if it is more than 10 days before the original date of the Forum (as specified on the NHBC shop website).
- b) If you wish to transfer to an alternative Forum that holds a higher ticket value, the difference in cost will be payable by you. Payment must be received prior to the transfer being applied.

5 Substitutions and cancellations

- a) Bookings are strictly non-refundable.
b) You may, at no extra charge, nominate an alternative Delegate from your organisation to attend a Forum up to 48 hours prior to the start of the Forum.
c) If a request is made to nominate an alternative Delegate from your organisation to attend a Forum within 48 hours of the start of the Forum, NHBC reserves the right (at its option) to either refuse the request or charge an administration fee when dealing with the request.

6 Access requirements

You should advise of any special access requirements required for your Delegates at the time of the booking.

7 Registration information

Registration information will be sent to Delegates by email at least seven days prior to the date of the Forum. Any Delegate not receiving the registration information should contact us at constructionquality@nhbc.co.uk

8 Alterations to programme

NHBC reserves the right to make alterations to the Forum programme, venue and timings. In the unlikely event of the Forum being cancelled by NHBC, a full refund will be made.

9 Speakers

Views expressed by speakers at the Forum are their own. NHBC cannot accept liability for advice given, or views expressed, by any speaker at the conference or in any material provided to Delegates.

10 Photography and filming

For promotional purposes, there may be a professional photographer and video production taking place during the Forum. Delegates who do not wish to be filmed or recorded should contact the Construction Quality Services support team at constructionquality@nhbc.co.uk, call **01908 746380** or make it known (to us) at the Forum that they do not wish to be filmed or recorded.



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11 Data protection

The privacy policy found at www.nhbc.co.uk/Legal/PrivacyPolicy/ sets out the basis by which any personal information we collect from you, or that you provide to us, will be processed by us in our capacity as controller, why we use such information, who we share it with and the rights to which you may be entitled. By booking a Forum you acknowledge and agree that you have read the privacy policy and notified Delegates of its contents.

12 Websites and links

- a) Where the Forum and associated NHBC websites contain links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- b) We have no control over the contents of those websites or resources.

13 Insurance

It is your responsibility to arrange appropriate insurance cover for your Delegates in connection with their attendance at the Forum.

14 Limit of liability

- a) The restrictions on liability in this clause 14 apply to every liability arising in connection with a Forum including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- b) Nothing in these Terms limit any liability which cannot legally be limited, including liability for:
 - i) death or personal injury caused by negligence; and
 - ii) fraud or fraudulent misrepresentation.
- c) Subject to clause 14b), we shall not be liable for:
 - i) the death of, or injury to, you or that of your Delegates attending a Forum; or
 - ii) damage or theft of any of your property or that of your Delegates except to the extent that such damage or theft arises from our negligence.
- d) Subject to clause 14b) and clause 14c), our total liability to you shall not exceed the amount you have paid for the Forum.
- e) Subject to clause 14b) and clause 14c), clause 14f) excludes specified types of loss.

- f) The following types of loss are excluded:
 - i) loss of profits;
 - ii) loss of sales or business;
 - iii) loss of agreements or contracts;
 - iv) loss of anticipated savings;
 - v) loss of use or corruption of software, data or information;
 - vi) loss of or damage to goodwill; and
 - vii) indirect or consequential loss.
- g) Unless you notify us that you intend to make a claim in connection with these Terms within the notice period, we shall have no liability for that claim. The notice period for a claim shall start on the day on which you became, or ought reasonably to have become, aware of the incident giving rise to the claim having occurred and shall expire 12 months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

15 Miscellaneous

- a) The Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms or their subject matter or formation.
- c) If you have any questions about these Terms, please contact Construction Quality Services support team at constructionquality@nhbc.co.uk or call **01908 746380**. Or write to us at NHBC, NHBC House, Davy Avenue, Knowlhill, Milton Keynes MK5 8FP.

