



## Conference Attendance Terms & Conditions

The Sustainable Management of UK Marine Resources (SMMR) Programme is funded by UK Research and Innovation (UKRI) under its Strategic Priorities Fund (SPF), managed by the Natural Environment Research Council (NERC) in cooperation with the Economic and Social Research Council (ESRC). The Champions team for the SMMR Programme are based at the University of St Andrews (Prof David Paterson, Dr Mark James and Dr Emma Defew).

The SMMR conferences are intended for business, academic or professional audiences.

### **1. Confirmation Process**

1.1. Once you complete your online registration form, please check the order carefully before confirming it. After you have confirmed and submitted your reservation, we will process your booking immediately. Your booking is not confirmed until you receive an email confirmation from us which sets out your order details and other useful information. Registration fees are correct at the time of going to press but may be subject to changes. The registration fees include light refreshments, lunch and conference materials, but not transport and accommodation.

1.2. If you do not receive our email confirmation within 24 hours of you submitting our online registration form, please contact us at [smmruk@st-andrews.ac.uk](mailto:smmruk@st-andrews.ac.uk) as soon as possible before the start of the conference. It is your responsibility to update us of any changes to your contact details so that we can contact you.

### **2. Venue**

2.1. You must comply with the rules and regulations in place at the conference venue. If you bring any property to the venue, you do so at your own risk. For the avoidance of doubt, we are not responsible for any loss and/or damage to such property. If you are using car parking facilities at the venue, you do so entirely at your own risk, and we do accept no responsibility for any loss and/or damage resulting from your use of such car parking facilities.

2.2. We reserve the right to refuse admission to any person whom, in our absolute discretion, we consider to be unsuitable for admission to the conference or to remove such person after the start of the conference.



2.3. If you have any additional requirements due to a disability, food allergies or for any other reason, please email us at [smmruk@st-andrews.ac.uk](mailto:smmruk@st-andrews.ac.uk) as soon as possible and, in any event, 7 days before the start of the conference.

2.4 You are responsible for making your own way to the venue for the event, and you shall remain liable for all payments under these terms and conditions irrespective of any failure of transport or other reason why you are unable to attend the conference.

### **3. Changes, Cancellations, Substitutions and Force Majeure**

3.1. We reserve the right to make any changes to the conference at any time without prior written notice

3.2. We reserve the right to cancel a conference at our sole discretion for any reason and at any time. In the event of such a cancellation, we will refund any registration fees paid, and we will use reasonable endeavours to notify you of such cancellation. We shall have no liability beyond the refund of such registration dues, and you should consider having appropriate travel or cancellation insurance in place.

3.3. Unless stated otherwise in the online registration form, if you cancel 30 calendar days or more before the first day of the conference, we will refund your registration fees minus the administration fee set out in the event information. However, if you cancel less than 30 calendar days before the first day of the conference, we will not be able to refund your registration fees. If you wish to cancel, you must email us at [smmruk@st-andrews.ac.uk](mailto:smmruk@st-andrews.ac.uk) as soon as possible.

3.4. If you cannot attend the conference, we are happy to accept a substitute delegate without charge. Please send your request at least 72 hours before the first day of the conference at [smmruk@st-andrews.ac.uk](mailto:smmruk@st-andrews.ac.uk) setting out the name of the delegate who will not be attending as well as the full name of the substitute, job title and contact details. If the substitute delegate has differing requirements (e.g. dietary) from the original delegate, we may not be able to accommodate such changes if we have been given less than 72 hours' notice. We may reject any unsuitable delegates at our absolute discretion. The substitute delegate must be from the same organisation.

3.5. We shall not be liable to you for any delay or failure to perform hereunder due to a natural disaster, actions or decrees of governmental bodies, communicable disease, epidemic, any curtailment to or cancellation of public transport, strikes or walkouts, acts or threats of terrorism or civil unrest, communications line failure or any other reason which (a) hinders, delays or prevents us in performing any of our



obligations, (b) is beyond our control of without our fault or negligence, and (c) by the exercise of reasonable diligence we are unable to prevent or provide against (“Force Majeure Event”). In such circumstances, we shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 or more calendar days, we may terminate these terms and conditions by giving you 5 Business Days written notice. In such circumstances we reserve the right not to refund your registration fees and advise that insurance should be taken to cover such eventualities. A Force Majeure Event shall not entitle you to delay payment of any sums under these terms and conditions.

#### **4 Your Obligations**

4.1. You agree not to post or publish any content or material in respect of the conference or any part thereof which:

- a) is threatening, libellous, defamatory or obscene.
- b) would constitute, or encourage conduct that would constitute and/or incite a criminal offence or otherwise violate any laws in any manner.
- c) would infringe the intellectual property, privacy, or other rights of any third parties.
- d) contains any computer viruses or any other destructive element.
- e) contains any advertising; or
- f) constitutes or contains false or misleading statements.

4.2 We, in Our sole discretion, reserve the right to:

- a) remove any post and have the right to remove any information or submission which contravenes the above, in whole or in part, for any reason and/or
- b) remove or restrict your access to the conference due to unacceptable behaviour as set out in clause 4.1.

#### **5. Data Protection**

5.1. To the extent that you provide us with Personal Data under these terms and conditions, we shall process such Personal Data as an independent Data Controller and in accordance with our [Privacy Policy](#).

5.2. Where you provide us with Personal Data of third parties, you warrant, represent and undertake that you have complied with all applicable Data Protection Legislation in respect of such Personal Data, including obtaining all permissions, consents and approvals of Data Subjects to provide their respective Personal Data to us.



## **6. Intellectual Property**

6.1. Any and/or all intellectual property (or other) in the conference materials shall be our sole and exclusive property (or the appropriate third-party owner(s), if any) and you shall not acquire any rights in such conference materials, including any developments or variations of them. Nothing in these terms and conditions grants you any intellectual property (or other) rights in the conference materials. You agree not to reproduce, sell, and/or copy (in whole or in part) the conference material, except for purposes of post-conference references. If you would like to use the conference materials for anything else, please email us at [smmruk@st-andrews.ac.uk](mailto:smmruk@st-andrews.ac.uk).

## **7. Liability**

7.1. Nothing in these terms and conditions is intended to limit or exclude our or your liability for (a) death or personal injury caused by our negligence, and (b) fraud or fraudulent misrepresentation.

7.2. You shall fully and effectively indemnify and hold us harmless against all losses, actions, costs (including legal fees and disbursements on a solicitor/client basis), claims, demands, fines, damages and liabilities, of whatever nature, incurred or suffered by or made against us, whether or not foreseeable, arising directly or indirectly, wholly or in part, out of or in connection with (i) any breach of these terms and conditions by you or (ii) any act or omission by you when attending the conference.

7.3. We shall not (whether in contract, tort, delict, negligence, statutory duty or otherwise) be liable to you under these terms and conditions for consequential, indirect, or special damages (including indirect loss of profit and indirect loss of revenue).

7.4. Subject to the clauses above, our maximum aggregate liability to you under these terms and conditions (whether arising in contract, tort, negligence, statutory duty or otherwise) shall not exceed the registration fees you paid to us.

## **8. Publicity**

8.1. We expressly agree that we shall be entitled to refer to you as a client and/or your company in sales and marketing literature (including websites) and, if you are a firm or company (or you register in your capacity as a representative, employee, or



owner of a company), reproduce your company's prevailing logo or trade mark for that sole purpose.

## **9. Third party Rights.**

9.1. Unless expressly stated, no provision of these terms and conditions is enforceable by, or intended to benefit, any person who is not a party to these terms and conditions.

## **10. Governing Law**

10.1 The terms and conditions 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 Scotland. The Scottish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or their subject matter or formation.