**Terms & Conditions for DBA Events & Training Courses**

**Definitions**

'DBA' means the Design Business Association.

'Delegate' means any individual, firm or company, which makes the booking with the DBA.

'Event' means the relevant DBA training course or DBA event that the delegate is booking.

**1.  Allocation**

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

**2.  Booking**

2.1 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.

2.2 The DBA reserves the right to reject a booking application at its complete discretion.

2.3 Prices may be subject to change at any time prior to confirmation of booking.

2.4 A contract will be formed upon the acceptance by the DBA of a booking form.

**3.  Payment**

3.1 Payment is only accepted by credit/debit card or cheque [made payable to 'Design Business Association'] and must be received in full in advance of the Event date.

3.2  Once a booking has been confirmed, the DBA are unable to provide refunds in any circumstances save 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.

3.3 If an 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.

**4.  Substitutions**

4.1 Should a Delegate be unable to attend the Event, a colleague can be sent in his place. If the delegate or colleague do not attend for any reason then a copy of all notes and papers handed out at the Event  will be sent to the delegate. The course fee is non-refundable in any circumstances.

4.2 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 speaker booked for an Event is unable to attend for any reason then the DBA reserves the right to arrange for another speaker who in the opinion of the DBA has the relevant experience.

**5.  Responsibility**

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

**6. Competition**

6.1 The DBA reminds delegates and participants in all our events and 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 but delegates should remember that they must be careful not to discus operational matters relating to their businesses, and in particular:

Should not discuss, obtain from or exchange with a competitor commercially sensitive or confidential information;

Should not exchange directly or indirectly with a competitor information on specific intentions about future conduct regarding prices or quantities, market shares, margins, territories, customers etc.

Not engage in any activities intended to improperly discover or exchange commercially sensitive operational information relating to theirs or other people’s businesses.

6.2 The DBA wants its delegates to have a detailed insight into the brand and design business, and the benefits that this industry can bring to all other industries. We deliberately encourage engagement between the client industries and the brand and design industries and we ask delegates and representatives to engage fully in all aspects of brand and design issues, but not to inadvertently collude with your competitors.

**7. Liability**

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

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

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

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

7.5 To the extent permitted by law the liability of the DBA and tutor/speaker 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.

**8. Event recording**

8.1 Photography/filming 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.