

Diogeled Labs Training and Events Terms and Conditions

Your purchase of training Services will be subject to our general terms and condition

1. Definitions and Interpretation

For the purpose of these Terms the following terms shall have the following meaning:

- a. "Consumer" means any customer who is purchasing the course,
- b. "Delegate" means you or the individual attending or accessing the Event in person or online,
- c. "Event" means the training course, event, conference, seminar and/or networking event, e-learning course, web class, or distance learning course subscribed to or to be supplied for attendance in person or online.
- d. "Matter Outside Our Control" includes an act or event beyond our reasonable control, and would include by way of non-limiting example, an occurrence preventing holding the Event at the intended Venue or preventing the attendance at the Event of a key individual or supplier.
- e. "Services" means any training course, event, conference, seminar and/or networking event, e-learning course, web class and/or distance learning course subscribed to or organised by Diogeled Labs and any materials, information or data provided to you as part of or in connection with the provision of such services.

2. Providing The Services

- a. We will need certain information from you that is necessary for us to provide the Services, for example, your full name (or the full name of the Delegate(s)), and special dietary or accessibility requirements you (or the Delegates(s)) may have. We will contact you in writing to obtain and/or confirm this information.
- b. Bookings to our public session are made either through Eventbrite where payments and any refunds are handled and managed by them, or with us directly with payment being made by BACS.
- c. Unless we agree otherwise in writing, you must pay for the Services at the time of booking.
- d. If you do not pay us for the Services in accordance with these Terms and Conditions, we may, in addition to any other rights we have under these Terms and Conditions;
 - i. Charge interest on the outstanding amount at a rate of 8% + the Bank of England base rate from the date of which payment has become overdue
 - ii. Suspend and withhold further services to you until arrangements for overdue

outstanding payments are made on terms which are satisfactory to us.

- iii. Immediately terminate the contract between you and us. We will contact you in writing to tell you this.
- e. The price for the Services are in pound sterling and are exclusive of VAT, which will be added to or charged on invoices at the appropriate rate and paid by you.
- f. We may vary the price of our services from time to time, any changes do not affect any existing bookings.
- g. We may where we consider you (or any Delegate) to be acting inappropriately, or appear to be intoxicated or under the influence of drugs;
 - i. Refuse you (or any Delegate(s)) admittance or access to the Event,
 - ii. Require you (or any Delegate) to leave the event and/or,
 - iii. Immediately terminate the Contract
- h. For webinars and/or e-learning courses, the access period runs from the date of purchase not from the first log on date. It is the Delegates responsibility to complete the webinar or online course within the access period. No refunds will be given for any failure to do so. Extensions of access will be made available at our absolute discretion.

3. Changes to the Services

- a. We will not be liable or responsible for any change to the Services performed, failure to perform or delay in performance of, any of our obligations under these Terms and Conditions that is caused by any act or event beyond our reasonable control ("Matter Outside Our Control"). A Matter Outside Our Control would include, by way of non-limiting example, an occurrence preventing our holding the Event at the intended venue or preventing the attendance at the Event of a key individual or supplier.
- b. If a Matter Outside Our Control takes place that affects the performance of our obligations under these Terms and Conditions we will contact you in writing to let you know in advance that a Matter Outside Our Control has occurred (unless the problem is urgent or an emergency).
- c. If (due to the Matter Outside Our Control) we are unable to provide the Event in accordance with our acceptance of our Order and/or Booking we will contact you in writing to confirm the changes we have had to make to the Event. You may, by notice in writing to us;
 - i. Accept the change to the Services and attend the Event as changed by us; or,
 - ii. Cancel the Contract if you no longer wish us to provide the Services [Please see your cancellation rights under clause 4 of these Terms and Conditions]

4. Cancellation

- a. You may cancel an order for Services either through the Eventbrite platform where you made your purchase, or by contacting us directly at hello@diogeleddd.uk
- b. If you are a Customer, in accordance with UK legislation and regulations, you have the right to cancel the contract between us for the supply of the Services within 14 working days from entering into the contract. For the avoidance of doubt, a working day is any day other than weekends, bank holidays and public holidays
- c. Unless we agree otherwise with you in writing, you will not be able to cancel in respect of the Services of this clause once the performance of the Event has begun.
- d. Up to fourteen (14) days prior to the Event or commencement of Event in relation to any distance learning courses or subscribes services, if you cancel an order you have placed with us directly and you have made payment for services that have not been provided to you, we will refund these amounts to you, subject to a 10% administration charge.
- e. If you cancel an Order or Booking fourteen (14) days or less prior to the Event, you will not be entitled to a refund of any payment you have made in advance for the Services that have not been provided to you.
- f. To the extent permitted by law, we shall not be liable to you (whether in contract, tort, negligence or otherwise and howsoever arising) for any loss, damage and/or expense incurred by you under or in connection with your cancellation of the Order for Services fourteen (14) days or less prior to the Event.
- g. We will confirm your cancellation in writing to you.
- h. Where you placed your Event order with us directly and paid by BACS (in lieu of through Eventbrite, our designated ticket sales platform) and you are entitled to a refund for Services that have not been provided to you, we will refund these amounts to you within 28 days of receipt of your notice of cancellation.
- i. Unless otherwise agreed by us in writing, you are not entitled to exchange your order for an Event to a different Event.
- j. For the avoidance of doubt, we are not obligated to accept cancellations under clause 4.1 received or requested fourteen (14) days or less prior to the Event.
- k. We may cancel an Order for the Services to you (to the e-mail address nominated by you in your Order) at any time. If we cancel your Order for the Services, we shall either (at our sole option);
 - i. Offer you a place at a different Event that we offer, or,
 - ii. Refund the price paid in advance by you for the Event, within 28 days of our notice of cancellation to you.

5. Change of Event Delegate

- a. Subject to receipt by us of the full sum payable by you for the Event, you may change the Delegate attending by notice in writing to hello@diogeleddd.uk up to 48 hours prior to the event. We will confirm in writing to you whether we are able to accept the Delegate change.
- b. For the avoidance of doubt;
 - i. We are not obligated to accept a Delegate change for any event, and
 - ii. For security purposes, Delegates may not be changed less than 24 hours prior to the Event.

6. Limitation of Liability

- a. We accept not responsibility or liability for the personal views or opinions as expressed by the speakers, chairperson or other persons at the Event.
- b. We will not be liable to you by way of representation (unless fraudulent), common law duty or under express or implied term of these Terms and Conditions for;
 - i. Any losses which are not reasonably foreseeable by both parties when the contract is formed arising in connection with the supply of the Services or their use by you;
 - ii. Any losses which are not caused by any breach by us, and/or
 - iii. Business or trade losses
- c. Subject to condition 6d below, our entire liability in connection with these Terms and Conditions will not exceed the purchase price of the Services to which the claim relates.
- d. Nothing in these Terms and Conditions shall limit our liability to you for death or personal injury resulting from our negligence or that of our employees, agents or subcontractors nor for any other matter which by law cannot be excluded.

7. Assignment

- a. We may freely assign, sub-contract or otherwise in whole or in part the Services. You may not assign, subcontract or otherwise transfer in whole or in part your rights and obligations under these Terms and Conditions without our written agreement.

8. General

- a. All intellectual property in the Services and any other material or documents or items provided in connection with the Services are and shall remain fully vested in us and cannot be used for your own commercial purposes. This does not apply to publications and data provided by third parties.
- b. We will process your data in accordance with the Data Protection Act 2018 and the UK GDPR

(General Data Protection Regulation). You can view our privacy policy here:

diogeled.uk/privacy-policy

- c. These Terms and Conditions constitute the entire terms and conditions between us in relation to the Services and supersede all previous agreements.
- d. No waiver by us or any breach of these Terms and Conditions by you is covered a a waiver of any subsequent breach of the same provision.
- e. These Terms and Conditions are governed by the Laws of England and Wales, the English courts shall have the non-exclusive jurisdiction to resolve any disputes arising of or under it.