



## **Bar Council Training and Events**

### **Terms and Conditions**

#### **1. Definitions**

- 1.1. "The General Council of the Bar" is the trading name of the company party to this agreement.
- 1.2. A "Bar Council Training Course" or a "Bar Council Event" is any training course or event organised and run by, or held in conjunction with, the Bar Council, or publicly branded as a Bar Council Training Course or Bar Council Event or promoted on the Bar Council's website or on [MyBar.org.uk](http://MyBar.org.uk)
- 1.3. The "Delegate" is the individual who has booked a place on a Bar Council Training Course or signed up or bought a ticket to a Bar Council Event.
- 1.4. The "Sponsor" is the individual or company who/which has entered in to a Sponsorship Agreement with the Bar Council in respect of a Bar Council Event.
- 1.5. In these Terms and Conditions, "Bar Council", "us", "we" and "our" refer to The General Council of the Bar, and references to "you" and "your" are to you, the Delegate, both as defined above.

#### **2. Agreement**

- 2.1. You agree and consent to these Terms and Conditions when you book a place on a Bar Council Training Course or sign up or buy a ticket to a Bar Council Event.

#### **3. Tickets and admissions**

- 3.1. Payment will normally be taken through MyBar at the time of booking. In respect of bespoke Bar Council Training Courses, or where you elect to receive an invoice in respect

of the booking that you have made, an invoice will be issued to you within 2 working days of receipt and payment must be received by us within 7 days in order to retain your booking.

- 3.2. All payments must be received by us at least 14 days before the date of the relevant Bar Council Training Course. Where you elect to receive an invoice in respect of a booking that you had made and the relevant Bar Council Training Course is due to commence within 14 days or less, payment must be made at the time of booking.
- 3.3. If we have not received payment from you in advance of the Bar Council Training Course or Bar Council Event and as set out above, then we will be entitled to cancel your booking and offer it to another person without notice to you. In this scenario, we also reserve the right to deny you entry to the relevant Bar Council Training Course or Bar Council Event.
- 3.4. Where you have booked a bespoke Bar Council Training Course for multiple Delegates and the number of people in attendance exceeds the number of Delegates that has been paid for by you, you will receive a second invoice in respect of the additional Delegate(s) and must pay that invoice within 14 days of it being sent.
- 3.5. Where you do not attend, or you fail to access, the relevant Bar Council Training Course or Bar Council Event, the Bar Council reserves the right not to refund you for the cost of your booking or ticket.
- 3.6. In reasonable circumstances, we reserve the right to refuse admission to or to ask you to leave the venue at which the Bar Council Training Course or Bar Council Event is taking place. Reasonable circumstances include, but shall not be limited to, concerns regarding the health and safety or security of our employees, trainers, speakers and/or Delegates. No refunds will be offered to Delegates who are refused admission or asked to leave because of their own disruptive and/or anti-social behaviour.

#### **4. Cancellation policy**

- 4.1. We reserve the right to amend or cancel any Bar Council Training Course or Bar Council Event. This includes, but is not limited to, changes to the date and/or time of the relevant Bar Council Training Course or Bar Council Event, to the trainer and content of the relevant Bar Council Training Course, and to the speakers, content and programme of the relevant Bar Council Event.

- 4.2. If a Bar Council Training Course or Bar Council Event is cancelled, we will transfer your booking to an alternative equivalent Bar Council Training Course or Bar Council Event. Where we are not able to transfer your booking, we will provide you with an option for a full refund (except in the case of cancellation owing to any Force Majeure as detailed in clause 9.1 below).
- 4.3. Where you are offered the option of a full refund, you will not be entitled to receive any other reimbursement and we will not therefore pay for any travel or expenses associated with your attendance, or planned attendance, at the relevant Bar Council Training Course or Bar Council Event.
- 4.4. Where you wish to cancel your booking, you must do so by sending an email to the Bar Council's Training and Events Team at [trainingandevents@barcouncil.org.uk](mailto:trainingandevents@barcouncil.org.uk). In order to receive a full refund, your cancellation must be received at least 6 weeks in advance of the relevant Bar Council Training Course or Bar Council Event. Later cancellations will, at our discretion, be subject to the following charges:
- 4.4.1. 25% of the booking or ticket price if your cancellation is received over 4 weeks in advance of the relevant Bar Council Training Course or Bar Council Event;
- 4.4.2. 50% of the booking or ticket price if your cancellation is received over 2 weeks in advance of the relevant Bar Council Training Course or Bar Council Event; and
- 4.4.3. 100% of the booking or ticket price if your cancellation is received less than 2 weeks in advance of the relevant Bar Council Training Course or Bar Council Event.
- 4.5. As an alternative to cancelling your booking, you may instead request a transfer to an alternative equivalent Bar Council Training Course or Bar Council Event. Any such request must be sent to the Bar Council's Training and Events Team at least 6 weeks in advance of the Bar Council Training Course or Bar Council Event for which you have a booking.

## **5. Your data**

- 5.1. Your data will be collected and processed in accordance with our Privacy Statement and relevant Data Protection Legislation, including the Data Protection Act 2018, the UK General Data Protection Regulation (the "UK GDPR") and any national implementing laws, regulations and secondary legislation.

- 5.2. Once you have booked a place on a Bar Council Training Course or Bar Council Event, we will use your email address to send you any information relevant to that specific Bar Council Training Course or Bar Council Event. Unless you opt in, you will not be added to any other mailing lists after the relevant Bar Council Training Course or Bar Council Event has taken place.
- 5.3. We occasionally take videos and photographs at Bar Council Training Courses and Bar Council Events and, where we do, you will be notified in advance. Before the relevant Bar Council Training Course or Bar Council Event you can request not to be included in any photography or videos by emailing [marketing@barcouncil.org.uk](mailto:marketing@barcouncil.org.uk) or notifying one of our employees upon arrival. After the relevant Bar Council Training Course or Bar Council Event, so far as is reasonable and practicable, you can request to be edited out of videos or to have a photograph removed from our website or social media accounts by emailing [marketing@barcouncil.org.uk](mailto:marketing@barcouncil.org.uk).
- 5.4. We occasionally record Bar Council Training Courses and Bar Council Events, where we do, you will be notified in advance. For Bar Council Training Courses, recordings are used for internal purposes only, to assist us in identifying opportunities for improvement and will be deleted 14 days after the relevant Course has taken place.

## **6. Intellectual property**

- 6.1. We have moral and registered rights in our trademarks, and you shall not copy, alter, use or otherwise deal in our trademarks without our prior written consent.
- 6.2. The copyright of all materials associated with Bar Council Training Courses and Bar Council Events rest with us, the trainer(s) of the relevant Bar Council Training Course and/or the speaker(s) at the relevant Bar Council Event. Without the express written permission of the Bar Council, you shall not reproduce or replicate the materials in any way or incorporate them into or store them on any website, electronic retrieval system, publication or in any other form.

## **7. Limitation of liability**

- 7.1. The Bar Council is not responsible for any accident, injury, or loss suffered while attending Bar Council Training Course or Bar Council Event, unless it is as a direct result of negligence by The Bar Council.

- 7.2. The Bar Council is not responsible for allergens contained in food and drink provided at any Bar Council Training Course or Bar Council Event. If you are allergic, intolerant or sensitive to certain allergens or have any specific dietary requirements, please notify us by sending an email to the Bar Council's Training and Events Team at [trainingandevents@barcouncil.org.uk](mailto:trainingandevents@barcouncil.org.uk) at least 14 days in advance of the relevant Bar Council Training Course or Bar Council Event, and we will use our best endeavours to accommodate your needs.
- 7.3. The Bar Council is not responsible for the conduct or activities of any Delegate or Sponsor and we are not therefore liable for such under any circumstances.
- 7.4. In no circumstances will we be liable for any direct, indirect, incidental or consequential damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from your attendance at a Bar Council Training Course or Bar Council Event, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not we knew or should have known of the possibility of such damage to business interruption of any type, whether in tort, contract or otherwise.

## **8. Complaints**

- 8.1. If you wish to make a complaint, please notify one of our employees immediately and a member of our Training and Events Team will use all best endeavours to find you a prompt and satisfactory solution.
- 8.2. Should you not be satisfied with the outcome of your complaint, please put this in writing to [trainingandevents@barcouncil.org.uk](mailto:trainingandevents@barcouncil.org.uk)

## **9. General**

- 9.1. For the purposes of these Terms & Conditions, "Force Majeure" means any cause beyond our control including, without limitation, act of God, war, insurrection, riot, civil disturbance, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, actions taken by the police, acts or regulations of national or local governments, or the inability for us to hold the Bar Council Training Course or the Bar Council Events as a result of any epidemic/pandemic. We will not be liable to you for

failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure, and you shall not be entitled to any refund of any purchased tickets.

9.2. These Terms and Conditions form part of an e-commerce transaction and the parties agree that these Terms and Conditions shall be accepted electronically and the agreement to these Terms and Conditions is formed and validly entered into electronically.

9.3. These Terms and Conditions shall be governed by and construed in accordance with the laws of the England and Wales and any disputes shall be subject to the jurisdiction of the courts of England and Wales.

**Updated: 28 June 2022**