Event T&Cs

Design Festival North is a Trading Style of Design Social North Limited.

1. DSN
refers to Design Soical North*.

2. Events
are all the congresses, conferences, seminars and training courses offered, regardless of whether they are in-person or online events, as well as any other offers such as in-house training, e-learning, online DSNs, etc

3. Online offers
are all events that are conducted electronically in full or in part, particularly those that are Internet-based.

B. General provisions
1. Contractual parties
a. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising in connection with these terms shall be subject to the jurisdiction of the courts of England and Wales, subject to any mandatory consumer rights or legal protections that may apply.
b. The contractual party of DSN shall be the participant themselves, insofar as the party is an independent trader, contractor or freelancer, and does not provide any information to the contrary in the registration. Otherwise, the company indicated by the participant in the registration shall become the contractual party in accordance with the principles of vicarious liability or apparent mandate. The participant must clearly and unequivocally declare anything to the contrary when registering.
c. The participant shall be obligated to provide DSN with information and evidence with regard to the company on behalf of which the participant has acted and which company has become the contractual party. Otherwise, the participant shall be liable for the payment of the event fees in particular.

2. Scope
These general terms and conditions shall apply to all contracts for events and online offers insofar as no special supplementary or alternative provisions are contained in the registration form, the event brochure or on the website for the respective event.

3. Entering into a contract
A contract for participation at DSN events shall only be entered into after DSN has confirmed the registration to the contractual party in writing, including by email. The automated notification of receipt in the case of registration, be it online or by email, shall not constitute confirmation pursuant to sentence 1.

4. Collateral and individual agreements
Amendments and/or supplements to the contract must be made in writing. Verbal agreements shall only apply in the event of written confirmation by DSN. The same shall apply to the written form clause.

5. Deadlines
In determining deadlines based on working days, the day of dispatch, declaration or receipt shall not be counted. The deadline shall end upon expiry of the last day of the deadline or upon expiry of the day before the start of the event. Saturdays, Sundays and public holidays shall not be working days in this context.

6. Customer account
A personal customer account shall be set up for each participant. In this customer account, the participant can be provided with documents, access data, event documentation (also for download) and invoices. If the participant has not registered using this customer portal, the participant shall receive the access data with the registration confirmation. It is the participant's responsibility to log in in good time prior to the event and to retrieve the information and data stored there.

C. Prices and fees
The prices and fees stated (including cancellation fees) are net. The statutory value added tax (VAT) shall need to be added in each case. Whether VAT is at all applicable and at which rate shall depend on the respective applicable law.

D. Cancellation
1. Cancellation by participant
The following cancellation fees shall apply:

a. more than 40 working days prior to the start of the event: 25% of the event fee
b. 20 to 40 working days prior to the start of the event: 50% of the event fee
c. for later cancellations or no-shows, the full event fee shall be due.

2. Calculation of the amount of the cancellation fee
If cancellation fees are calculated at a percentage rate, the calculation shall be based on the full published event fee without taking discounts or other reductions into account.

3. Partial cancellation in the event of cancellation by a majority of participants
a. The amount of the cancellation fee for the cancelled participant(s) shall be subject to clause 1.
b. In the case of the non-cancelled participant(s), any volume discount that may have been granted shall not apply. This means that for all non-cancelled participants or non-cancelled events, a discount shall no longer apply and the full published event fee must be paid (retroactively).
c. If staggered event fees according to the number of participants have been published (e.g. event series), the fee for the remaining participants shall be recalculated accordingly.

4. Exclusion of the cancellation option
The cancellation option shall not be applicable in the following cases:
a. A firm booking has been expressly agreed between the participant or contractual party and DSN.
b. The participant has retrieved documents or content beyond the organisational details prior to the commencement
c. The participant has booked an event for which the participant can determine the date and for which the participant has already received access data. This shall apply in particular to e-learning, video on demand and other content that can be retrieved electronically.

E. Substituting a participant
1. A participant may be substituted free of charge at any time if:
a. the substitute participant is an employee, co-owner or partner of the same company as the former participant,
b. the participation fee has been paid in full,
c. the former participant and the substitute participant declare that the substitute participant shall assume all rights and obligations of the former participant, and
d. DSN has been provided with all the details of the substitute participant (name, position, company, address, email address, telephone number) and DSN has agreed to the substitution.
2. All necessary documents, access data, etc. shall be passed on to the substitute participant by the former participant.

3. The substitute participant shall be advised that it may be the case that personalised documents such as certificates, name badges and lists of participants are not updated accordingly and cannot be updated subsequently.

F. Other obligations of the contractual party or participant
1. If the participant is not directly a contractual party, the contractual party must ensure that the participant complies with the obligations incumbent upon them.

2. The contractual party must accept responsibility for notifications, measures and obligations that affect the participant in accordance with the contract or these general terms and conditions.

3. The participant registered by the contractual party shall be the contractual party's vicarious agent and may make declarations on the contractual party's behalf.

4. The participant shall ensure that DSN is informed of the participant's current contact details and that they can be reached. In particular, the participant shall take suitable measures to ensure that emails from DSN reach them, and in particular, if necessary, to check their spam folder or adjust the spam settings.

5. The participant or contractual party may only invoke non-entry into the contract on the grounds that their registration has not been confirmed by DSN if they prove that they have notified DSN no later than 25 working days prior to the start of the event that they have not yet received confirmation of participation. If there are less than 25 working days between the registration and the commencement of the event, the customer shall make this notification within 5 working days of submission of their registration.

6. Use of event documents and content
Lectures, event documents, recordings, etc. are protected by copyright law. The right of use shall only be granted expressly in writing. Insofar as documents or content is made available to participants for electronic retrieval, use is restricted exclusively to the participant. The participant may store the files on their computer and also on mobile devices as often as they wish, but must ensure that only they have access to them.

7. Access data
Disclosing access data for online services shall not be permitted. An exception to this shall be when substituting the participant in accordance with V (2). Disclosing access data for the customer account or its use by third parties shall not be permitted in any case

8. Only the registered participant directly shall be permitted to participate in events, both online and in person, or e-learning courses. In particular, providing de facto access to other people, for example, due to their presence in the same room outside the field of view of the camera, shall not be permitted. Likewise, forwarding a transmission to a third party or making a recording shall not be permitted, unless express written agreement to the contrary exists.

9. If the participant has cancelled or rebooked and the full fee has not been charged for this, the participant shall not be entitled to event documents or materials of any kind (electronic or printed). If the participant has already received or electronically retrieved documents prior to their cancellation, they must inform DSN of this, provided that they do not destroy the documents themselves. DSN shall then decide whether they may use or keep the documents in full or in part. Any document downloads after cancellation shall not be permitted, even if the participant is in possession of the access data or has been provided with this for the purpose of downloading.

G. Changes to the course of the event or its medium
1. DSN shall reserve the right to replace or cancel individual lectures or speakers at an event, provided that this does not affect the overall character of the event.

2. DSN may, without prior notice, also include individual online lectures or speakers in in-person events. The participant shall then have no right to a reduced fee or cancellation if this corresponds to less than 50% of the event duration and the participants have the opportunity to put questions to the online speaker(s).

3. DSN shall have the right to switch an event from in-person to online at any time. The participant shall then have an extraordinary right to terminate. Further claims shall be excluded, unless the information about the switch was sent to the participant less than 24 hours prior to the start of the event and the participant has already commenced their journey. In this case, the claims for damages shall be limited to the demonstrable travel expenses.

H. Cancellation of events or participation – termination by DSN
1. DSN shall be entitled to cancel an event for commercial or organisational reasons.

2. In this case, DSN shall refund the participation fees already paid. Any further claims shall be excluded.

3. Any cancellation or rebooking fees for transport or accommodation booked by the participant shall not be reimbursed by DSN. DSN advises that it is possible to book business rates with transport companies (e.g. railway and airlines) that include free cancellation or to take out insurance that covers cancellation of the event.

4. Irrespective of cancellation of the entire event, DSN shall be entitled to refuse registration for an event without providing reasons or to cancel participation. Clauses 2 and 3 shall apply accordingly in such cases.

5. DSN shall be entitled to terminate the contract with the participant or contractual party without notice for good cause. In this case, DSN's entitlement to payment of the event fee shall not lapse. Good cause shall be deemed to exist in particular if the participant or contractual party's actions are contrary to the provisions of VI (6), (7) or (8).

I. Liability of DSN
1. Insofar as it does not concern essential obligations arising from the contractual relationship, DSN shall assume liability for itself and its vicarious agents only for damages that are demonstrably due to intentional or grossly negligent behaviour within the scope of the contractual relationship, and that are typical and could reasonably have been predicted.

2. Should events be postponed or cancelled altogether due to force majeure, no liability shall be assumed either. This shall also apply if, due to official directives, it is not at all or no longer possible to hold the event in accordance with the published programme.

3. DSN shall not be liable for the correctness and completeness of the content of the event documents, event presentations or other publications. In particular, these shall not replace any legal, fiscal, medical or pharmaceutical advice by the relevant professionals. DSN shall not be liable for any consequential damages arising from possible incorrect and/or incomplete lecture content and/or event documents.

4. Any damage incurred by the participant as a result of the participant travelling to a cancelled event shall be excluded if DSN proves that notification of the cancellation of the event was sent to the participant's and/or contractual party's contact details by email and/or fax at least 24 hours prior to the start of the event, or was communicated by telephone to an employee of the participant's company.

J. Film and photo rights, and recordings
1. For all current and future media, the participant at an event shall agree irrevocably and free of charge that the organiser is entitled to create, reproduce, broadcast or have broadcast visual and/or audio recordings of them that go beyond the reproduction of a current event, and to use them in audiovisual media.

2. Every participant has the right to object at any time to the production of visual and audio recordings concerning them for reasons that arise from their particular situation. The objection must be communicated to the organiser's employees at the beginning of the event or to the person making the visual or audio recording on site during the event. The person who objects can then be assigned another seat if necessary.

3. If the participant attends an event that is conducted online and wishes to exercise their rights pursuant to clause 2, they must ensure these themselves by taking appropriate measures (e.g. switching off their video camera and microphone, using an alias, etc.). With reference to personal rights, DSN may not be prohibited from recording and disseminating an event conducted online if the participant had the technical capabilities pursuant to sentence 1 at their disposal. Otherwise, clause 2 shall apply in the case of in-person events that are transmitted online.

K. Formal provisions, compliance with deadlines and written form requirement
1. In order to comply with the deadline, cancellations must be submitted:
- in writing by post,
- by email to hello@designsocialnorth.co.uk

2. Cancellations submitted in another manner (e.g. verbally, by telephone, by SMS, on LinkedIn, on Zoom, etc.) shall require written confirmation by DSN by means of a letter, fax or email to be effective.

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Design Social Group Limited | VAT NO. 426 1114 37 | REG IN ENGLAND 13958960 | Registered Office: 1 Dew Pond Lane, Fairfield Business Park, Buxton, Derbyshire, SK17 7LN