

**These terms are subject to review from time to time and may be updated by the Considerate Constructors Scheme at its discretion.**

## **1. Entries**

1.1 Entry into the awards is automatic. To be eligible to for one of our National Site Awards in any given year a site must:

- Have had an active registration
- Have had at least one scored visit from a CCS Monitor
- Not have cancelled or missed a Monitoring visit (rescheduled within the year are allowed)

in the calendar year prior to the Awards (IE 2023 for 2024 awards).

1.3 Further eligibility checks include a review of any public concerns made against a registered Site, and how these were dealt with. Failure to having appropriately managed or actioned/acknowledged any public concerns will result in ineligibility of awards.

1.4 Winning sites and the level of their award will be chosen based on the average monitoring score they received in the year prior the awards, plus best practice points and innovations.

1.5 Sites shortlisted for a National Site Award must notify the Considerate Constructors Scheme of any reason why it may be inappropriate for them to be considered for an Award, which may potentially create a risk of reputational damage to your project, organisation, the Considerate Constructors Scheme, or the broader construction industry.

1.6 The Considerate Constructors Scheme National Site Awards are given at the discretion of the Scheme, and we reserve the right to withdraw or refuse an award at any time during the process or afterwards. Examples of reasons could include where there is/has been:

- Significant safety, health, or environmental issues related to the site.
- Concerns from the community or public related to the site.
- Concerns/commentary appearing in the media (including social media) about the site.
- Matters, relating to the site/organisation/individual awarded which may potentially create a risk of reputational damage to the organisation, the Considerate Constructors Scheme, or the broader construction industry.

-Significant outstanding issues related to site, site team, or organisation which affect themselves (site team or organisation), Considerate Constructors Scheme, and/or the wider industry.

1.7 The process that support the National Site Awards is at the discretion of the Scheme and we reserve the right to alter the process at any time without notice.

1.8 The Considerate Constructors Scheme reserves the right to not present a Site Award if any required information to support the awards process has not been submitted in time or at all.

1.9 The decisions made by the Considerate Constructors Scheme on the level of award conferred at the National Site Awards are final.

## **2. Orders**

2.1 Tickets to attend the Considerate Constructors Scheme National Site Awards ("the event") are sold subject to the following terms and conditions

2.2 Tickets for the event are only available to be purchased via our online ticketing platform.

2.3 The event may be cancelled/rescheduled/postponed at any time at the total and unfettered discretion of the organisers and except that a full refund of the price paid for ticket(s) shall be given, including any fee incurred. The organisers shall have no liability whatsoever to anyone who has purchased a ticket.

2.4 If the event cannot go ahead because of a Force Majeure event, the Considerate Constructors Scheme shall notify the attendee(s) as soon as possible and will carry out a full refund of the price paid for ticket(s) including any fee incurred.

## **3. Online Payments & Invoicing**

3.1 Making payments via the event ticketing platform indicates that you accept the following terms and conditions.

3.2 The Considerate Constructors Scheme cannot accept liability for incorrect payments or administration errors on the part of the client.

3.3 The Considerate Constructors Scheme cannot accept liability if payment is refused or declined by the credit/debit card supplier for any reason. If the

card supplier declines payment, we are under no obligation to bring this fact to your attention. Please check with your bank/credit/debit card supplier that payment has been deducted from your bank account.

3.4 The data that you provide during this transaction will only be used for the purpose of recording your payment. We shall abide by the principles of the Data Protection Act 1998 to ensure that the data is used for no other purposes and is disclosed to no third party.

3.5 No refunds on tickets, tables or sponsorship will be given within 14 working days of this event. All cancellations that fall within 14 working days of the event will be subject to 100% charge. Refunds, if given, will include the ticket price less any fee incurred. By default, all refund requests are set to send the funds back to the attendee's original payment method (most often a credit card).

## **4. Winners**

4.1 Those selected to be recognised at the Considerate Constructors Scheme National Site Awards must adhere to the following terms and conditions of promotional material.

4.3 We grant award winners, for an unlimited duration, a limited, non-exclusive, terminable, non-transferable and non-sub licensable licence to use the National Site Awards winners digital assets in accordance with these Terms. We reserve the right to revoke this licence at any time.

4.4 If for any reason the winning site has had their award removed, any use of logos and other promotional material following this will be prohibited.

## **5. Event**

5.1 The Considerate Constructors Scheme reserves the right to refuse admission to anyone within given reason.

5.2 All tickets must be pre-booked. Ticket will not be available to purchase a ticket on the door on the event evening. All guests are required to have a ticket. All under 18s must be accompanied by an adult.

5.3 Unsociable or inappropriate behaviour made by any guest(s) attending the Considerate Constructors Scheme National Site Awards will be dealt with accordingly, and those responsible may be asked to leave the event.

5.4 All guests must comply with the Health and Safety at Work Act 1974 and the venue's safety requirements in operation at the time of the event.

5.5 The event seating plan is discretionary to the Considerate Constructors Scheme.

5.6 All guests must not undertake filming or photography during the event except for personal or social use.

5.7 Guests must not, whether directly or indirectly (including through a third party) advertise, offer or otherwise sell or gift entry to the public to the event. The Considerate Constructors Scheme will be allocating seats prior to the event day. The Considerate Constructors Scheme will allocate on a first come first served basis based on varying factors including number of tickets sold, room layout, and guest requirements etc.

## **6. Intellectual property**

6.1 You acknowledge that we or our licensors retain all intellectual property rights, including, without limitation, copyright and related rights, trade marks, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, rights in confidential information and all similar or equivalent rights or forms of protection in respect of the National Site Awards logos and assets.

6.2 In entering the Awards you grant to us and our assignees or licensees an irrevocable, non-exclusive, royalty free, sub-licensable, transferable, licence to store, use, merge, modify, publish and reproduce in any and all media any details, data, information and/or photographs provided by you or on your behalf to us, our personnel, agents or representatives for the purposes of administering, conducting and promoting the National Site Awards.

6.3 You warrant, represent and undertake to us that any intellectual property rights that you licence or grant to us under clause 6.2 above do not infringe the rights of any third party. You will indemnify us against all losses, costs, expenses, damages or claims we incur resulting from any third-party claim of intellectual property rights infringement resulting from our use of such intellectual property rights in accordance with these Terms.

## **7. Governing Law**

7.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.