

# Delegate Booking Terms and Conditions for BMJ Events

## 1 Introduction

These are the terms and conditions (Terms) on which BMJ Publishing Group Limited accepts your booking for the event (Event). Please read them carefully. References in these Terms to we, us or our are to BMJ Publishing Group Limited (company no. 3102371; registered office at BMA House, Tavistock Square, London WC1H 9JR; and VAT no. 674738491). If you need to contact us please email [events@bmj.com](mailto:events@bmj.com).

References to you in these Terms shall include where appropriate any and all individuals registered by you. It is your responsibility to ensure that all individuals you have registered are aware of, and comply with these Terms. If someone else has registered you for the Event, by attending the Event you agree to comply with these Terms.

## 2 Contract Formation and Duration

A contract will be formed when we receive and accept your completed booking form for the Event (Booking Form). You will receive an email confirming your booking for the Event. The contract will exist from the date of confirmation until the day after the Event. We reserve the right to reject any Booking Form in our absolute discretion.

## **3 Our Obligations**

We shall endeavour to provide the Event at the time and date set out in the Booking Form. However, from time to time, we may make changes to the times, dates, content or other details of the Event. On rare occasions, we may cancel all or part of the Event. Where we do cancel all or part of the Event, we may refund all or part of your payment.

We may provide you with online access to a personal, password protected, user account (User Account) to access the Event. You are responsible at all times for all actions carried out in relation to the User Account and you should keep any username and password confidential. If you believe that your User Account is or has been accessed by a third party, you should inform us immediately.

## **4 Your Obligations**

You agree to comply with these Terms, all applicable laws and regulations relating to the Event and the venue. We shall be entitled to remove any delegate from the Event if in our reasonable opinion their behaviour does, or is likely to jeopardise the experience of other delegates; or the reputation of BMJ or the Event.

## **5 Payment**

All charges, unless otherwise stated, shall be inclusive of any applicable VAT (or other similar sales tax) charged at the appropriate rate. If you require a VAT invoice, please notify us.

All amounts payable are to be paid free and clear of currency control restrictions, bank charges, fees, duties or other transactional costs, for which you are responsible.

While we try to ensure that all prices we display and quote are accurate, errors may occur. If we discover an error, we shall inform you as soon as possible and give you the option of confirming the booking at the correct price or cancelling the contract. If you do not respond to any such contact we will treat your booking as cancelled and you will receive a full refund of your payment.

## **6 Transfers, Cancellation & Refunds**

You may transfer a booking from one delegate to another for an Event at any time upon written notice to us.

You have the right to cancel this contract at any time up to the date that is four weeks prior to the Event. If written notice is received more than six weeks before the Event (i.e. on or before Wednesday 7 August 2019), a full refund will be given. If written notice is received between six and four

weeks before the Event (i.e. Wednesday 7 August – Wednesday 21 August 2019) , your payment will be refunded in full, less an administration charge of £250. If we receive written notice to cancel less than four weeks before the Event (i.e. on or after Thursday 22 August 2019) there will be no entitlement to any refund.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use this [model cancellation form](#), but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your notice of cancellation before the cancellation period has expired.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement (except for the administration fee if you cancel between six and four weeks before the Event).

## **7 Use of Materials**

You agree not to reproduce, copy or translate the Event materials or create derivative works from them or modify them or in any way commercially exploit them without our prior written consent.

## **8 Our Liability and Disclaimer**

Our liability shall be limited to the amount of your payment and we shall not be liable for any loss of profits, business or any other indirect or consequential loss.

Nothing in this contract shall be taken to exclude or limit our liability for death, personal injury, fraudulent misrepresentation or where such exclusion or limitation of liability is otherwise not permitted by law.

We provide no warranty as to the accuracy of the content of the Event and your use of or reliance on such content is entirely at your own risk.

Descriptions or references to a product or publication within the Event does not imply endorsement of that product or publication and to the fullest extent permitted by law, the Event is provided on an “as is” basis without any guarantees, conditions or warranties as to accuracy. Further, we make no (and expressly exclude all) conditions, representation or warranties, express or implied, whether by statute, common law, or otherwise, to the greatest extent permitted by law.

## **9 Your Liability to Us**

You agree to indemnify us (cover all our losses) against all and any expenses, losses, liabilities, damages or costs incurred or suffered by us in

relation to any claims or proceedings which arise in any way from your participation or attendance at the Event or from any breach by you of these Terms including but not limited to any damage suffered by the venue as a result of an act or omission by you.

## **10 Privacy and Data Protection**

We take the issue of your privacy very seriously. In order to provide the Event it will be necessary for us to transfer some or all of your personal data (Personal Data) to third parties associated from time to time with the provision of the Event. You agree to us transferring some or all of your Personal Data from time to time as we deem appropriate and to the processing of such Personal Data in accordance with these Terms and our privacy policy a copy of which can be read [here](#).

## **11 Other Important Terms**

We will not be in breach of our responsibilities under the contract nor liable for any delay or failure in performing any of our responsibilities if such delay or failure results from events, circumstances or causes beyond our reasonable control.

We may send you any notice by e-mail to the email address you provided on the Booking Form. You may give notice to us by sending an email to [events@bmj.com](mailto:events@bmj.com).

We may transfer our rights and responsibilities under the contract to a third party. Unless otherwise stated no other person shall have any rights to enforce any of its terms and for the avoidance of doubt, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the contract.

Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of the Terms are unlawful, the remaining Terms will remain in full force and effect.

If you breach these Terms and we take no immediate action, this will not be deemed a waiver of our rights and we will still be entitled to take action at a later time.

These Terms shall be governed by English law and the English courts shall have non-exclusive jurisdiction in relation to any dispute arising out of the contract or its subject matter.

*Last updated September 2015*