

## BMJ Delegate Event Terms and Conditions

### 1. Introduction

- 1.1 These are the terms and conditions (**Terms**) on which BMJ provides the Event.
- 1.2 References in these Terms to **BMJ, we, us, our** or **ours** are references to the BMJ Publishing Group Limited a company incorporated and registered in England and Wales with company number 0310237 and whose registered office is at BMA House, Tavistock Square, London WC1H 9JR. Our VAT number is 674738491.
- 1.3 References to **you, your** or **yours** in these Terms shall refer to the person detailed on the Registration Page and confirmed in the Order Confirmation as paying the Fee for the Event. If you are registering on behalf of a third party (for example a student or an employee of your organisation) then you have an obligation to notify the third party of these terms and their duty to comply with the Contract. In the event of the third party breaching the terms of the Contract, such a breach shall be considered a breach by you.

### 2. Definitions

- 2.1 In these Terms, the following definitions shall apply:

**Business Day** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Contract** these Terms, the Registration Page(s), and any other documents incorporated by reference.

**Event** the event specified in both the Registration Page and the Order Confirmation.

**Event Platform** the platform through which the Event will take place.

**Fee** the amount paid for the Event as set out in the Registration Page and confirmed in the Order Confirmation.

**Force Majeure Event** any circumstance not within a party's reasonable control including, without limitation, acts of God, flood, natural disaster, epidemic, pandemic, terrorist attack, chemical or biological contamination, collapse of buildings, fire, explosion, industrial action or failure of utility service.

**Materials** all materials provided by BMJ relating to the Event including but not limited to all intellectual property, materials, documents, images, visual and audio recordings produced or created in connection to the Event.

**Order Confirmation** the email that we send to you to confirm the details of your order.

**Registration Page(s)** the online booking form on the relevant BMJ website.

**User Account** the personal, password protected online account that will be issued to you for use in connection with the Event.

**Website** the website operated by BMJ on which the Registration Page is accessed.

### 3. Contract formation

- 3.1 Your order must be submitted using the Registration Page. Your application will not be processed until payment is received by us.
- 3.2 Once your order has been confirmed, an Order Confirmation will be sent to the email address you specified in the Registration Page, at which point the Contract will commence. No Contract is formed until we send the Order Confirmation.
- 3.3 If we are unable to accept your order, we will inform you of this by email and we will not charge you for the Event. This might be because we have identified an error in the price or description of the Event.
- 3.4 We reserve the right to refuse any order for an Event for any lawful reason.

### 4. Event

- 4.1 BMJ will use its reasonable endeavours to deliver the Event as set out in the Contract. However, BMJ reserves the right to:
  - 4.1.1 make reasonable amendments to the times, dates and content of the Event and any other details relating to the Event; and
  - 4.1.2 cancel all or any part of the Event at any time. Where BMJ does cancel all or any part of the Event, BMJ shall refund such part of the Fees as in its reasonable opinion it is just and equitable to do so.

### 5. Your obligations

- 5.1 You agree to comply with these Terms, the Registration Page, all applicable laws and regulations in relation to the Event, Event Platform and use of the Website and any further instructions issued by us at any time.
- 5.2 You must ensure that all the details submitted to us on the Registration Page are accurate and up to date. Please notify us if any of your details require updating.
- 5.3 Your use of the Website, the Materials and the Event shall not infringe the rights of any other person or body. You will not directly or indirectly:
  - 5.3.1 defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
  - 5.3.2 publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful or objectionable materials or information; or
  - 5.3.3 do anything unlawful.
- 5.4 We shall be entitled to remove any delegate from the Event if in our reasonable opinion their behaviour or attendance at the Event:
  - 5.4.1 breaches the Contract; or
  - 5.4.2 does, or is likely to, jeopardise the experience of other delegates, or harm the reputation of BMJ, or the Event.

No refund will be applicable in such circumstances.

## 6. Fees and payment

- 6.1 We accept payment by the following means:
- 6.1.1 via credit or debit card through our WorldPay online payment system;
  - 6.1.2 by cheque when booking offline via our hard copy registration form (which is available for download and print from our Website or which we can post to you). Cheques must be made out to "BMJ Publishing Group Limited";
  - 6.1.3 by telephone. Please see the Website for details; or
  - 6.1.4 by invoice for group bookings of five or more delegates, details of which are available on the Website.
- 6.2 All amounts payable, unless otherwise stated, shall be inclusive of any applicable VAT (or other similar sales tax) and are to be paid free of any charges, fees, duties or other transactional costs, for which you are responsible.
- 6.3 Please notify us if you require a VAT invoice.

## 7. Transfers

You may not sell or transfer your place at an Event without our prior written consent. No compensation whatsoever is payable by us if this occurs.

## 8. Cancellation and refunds

- 8.1 You have the right to cancel this contract prior to the Event by:
- 8.1.1 emailing [events@bmj.com](mailto:events@bmj.com);
  - 8.1.2 telephoning +44 (0)207 111 1105; or
  - 8.1.3 sending a letter to Customer Services, BMJ Publishing Group Limited, 12th Floor, Southgate House, Cardiff, CF10 1GR, Wales, United Kingdom.
- 8.2 The following cancellation charges will apply:

Notice given	Refund due
If written notice is received more than six weeks before the Event (i.e. on or before Wednesday 28 April 2021)	Full refund
If written notice is received between six and four weeks before the Event (i.e. Wednesday 28 April -Wednesday 12 May 2021)	A full refund of the fees set out in your Booking Form, less an administration charge of £75
If we receive written notice to cancel less than four weeks before the Event (i.e. on or after Thursday 13 May 2021)	No refund

- 8.3 We accept no responsibility for any cancellation notices that we fail to receive for any reason.
- 8.4 Subject to you complying with this Clause 8 we will aim to refund you within 14 days of receiving your cancellation notice. Refunds will be made using the same payment method used for the initial transaction.

## 9. Intellectual property and use of Materials

You agree not to reproduce, distribute, copy, create a database, translate or modify the Materials, create derivative works, or in any way commercially exploit the Materials without our prior written consent.

## 10. User Account, Website and Event Platform

- 10.1 BMJ will provide you with a User Account in relation to the Event and Event Platform. You are responsible for all actions carried out in relation to the User Account and you should keep any username and password confidential. You should inform us immediately if you believe that your User Account has been accessed by a third party or is in any way compromised.
- 10.2 BMJ makes no warranty that the Website, Event Platform or the equipment that makes the Event Platform available shall be free from viruses or anything else which may cause harm to your (or anyone else's) computer or connected equipment.
- 10.3 BMJ may suspend the Website and/or Event Platform for any reason without notice. BMJ shall use its reasonable endeavours to give you as much notice as possible in such circumstances.

## 11. Disclaimer

- 11.1 The Event and Event Platform is provided on an "as is" basis. Other than as stated in these Terms, 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.
- 11.2 BMJ relies on authors of articles, contractors and third party data providers to confirm the accuracy of information presented and to describe generally accepted practices and therefore BMJ cannot warrant as to its accuracy or that this meets all or any requirement for professional development. You should be aware that professionals in the field may have different opinions. Because of this fact and also because of regular advances in medical research BMJ strongly recommends that you independently verify any information you choose to rely upon. Ultimately it is your responsibility to make your own professional judgements.
- 11.3 Description or reference to a product or publication within the Event does not imply endorsement of that product or publication.

## 12. Liability

- 12.1 We are responsible for loss or damage you suffer that is a foreseeable result of our failure to (i) comply with these Terms or (ii) use reasonable care and skill. This includes liability for: death or personal injury caused by our

negligence or the negligence of our employees, agents or subcontractors; fraud or fraudulent misrepresentation; and breach of your legal rights.

12.2 Subject to Clause 12.1 our total liability to you shall be limited to the Fee and we shall not be liable for any loss of profits, sales, business, savings, goodwill, reputation or any indirect or consequential loss.

12.3 You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with your breach of these Terms.

**13. Privacy and data protection**

We will provide you with privacy information during your registration. Any further personal information you provide will be processed in line with our Privacy Policy (<https://www.bmj.com/company/your-privacy/>) and any applicable data protection legislation.

**14. Events beyond our control (Force Majeure Event)**

If we are prevented, hindered or delayed in performing any of our obligations under our contract by a Force Majeure Event, we shall not be in breach of our contract or otherwise liable for any such failure or delay in the performance of such obligations.

**15. Enforceability**

If any provision in these Terms is held to any extent to be illegal or unenforceable under any enactment or rule of law, that provision, or part thereof, shall to that extent, be deemed not to form part of these Terms and the remainder of these Terms shall continue in force.

**16. Notices**

16.1 Any notices to be served on either you or us by the other party shall be sent by email to the email addresses stated below and shall be deemed to be received by the addressee on the next Business Day provided that no message is received by the sender stating that such message was not delivered;

16.1.1 BMJ: [events@bmj.com](mailto:events@bmj.com);

16.1.2 You: the email address provided on the Registration Page.

**17. Third parties**

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

**18. Waiver**

Any failure to enforce at any time any of the provisions shall not be deemed to be a waiver of our rights hereunder nor in any way affect the validity of the whole or any part of the Contract.

**19. Law**

Each Contract concluded under these Terms and Conditions shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

**20. Entire agreement**

These Terms together with any documents incorporated by reference constitute the entire agreement between you and us and replace all previous agreements, representations and understandings relating to its subject matter.