



# The Association of Coloproctology of Great Britain and Ireland

## Virtual Event - Booking Terms and Conditions

These terms and conditions (“Terms”) will apply to each booking for participation in any virtual event, meeting, course, show, seminar or conference (“Virtual Event”) made by or on behalf of an individual or an organisation (and the person making the booking warrants and represents that they have the requisite authority to bind such individual or organisation) (“Participant, you, your”) and The Association of Coloproctology of Great Britain and Ireland (“ACPGBI, us, we”).

We may amend these Terms from time to time. Every time you wish to book a Virtual Event, you should review these Terms to ensure you understand the terms which will apply at that time.

These Terms were most recently updated in February 2021.

### 1. Formation of contract

- 1.1 By submitting (or having submitted on your behalf) a booking for a Virtual Event online or via any other means made available by us (a “Booking”), you are requesting to attend the Virtual Event, subject to these Terms.
- 1.2 We will either confirm or reject your Booking by email as soon as reasonably possible following receipt of your Booking. Our confirmation of your Booking shall constitute acceptance of your request and form a binding contract between you and us, subject to these Terms.
- 1.3 If we reject your Booking, we will endeavour to provide our reasons for doing so. This may be because the Virtual Event is full or no longer available, you have already made a Booking or are ineligible to attend, or the information (including payment information where applicable) was incorrect or incomplete.

### 2. Provision of the Virtual Event

- 2.1 We shall use our reasonable endeavours to provide the Virtual Event as described, on the date(s) and/or time(s) specified by us. However, we reserve the right to vary any aspect of a Virtual Event where necessary or desirable, for example due to lack of availability, changes in circumstances, or timing constraints. This may include changes to the Virtual Event name, theme(s), content, program, speaker(s), performer(s), host(s), moderator(s), date(s) and/or time(s). We may, but shall not be obliged to, provide notification of any material changes to the Virtual Event via the event website or via other means.
- 2.2 You are fully responsible for providing the means necessary for attendance at a Virtual Event, including but not limited to appropriate equipment and network connectivity. If any specific software and/or minimum technical requirements apply for attendance at a Virtual Event, we shall endeavour to notify you of these in advance but cannot be held responsible if your system and/or network are not compatible with or do not fully function with the means used to conduct the Virtual Event.
- 2.3 Information, data, materials and/or views disclosed or expressed during the Virtual Event are those of the relevant speaker, delegate or attendee and, unless expressly stated otherwise, are not endorsed by ACPGBI and we do not accept any liability for any reliance placed upon the same.
- 2.4 Marketing and other promotional material relating to Virtual Events are illustrative only and are not legally binding for the purposes of the Booking and these Terms.

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## 3. Participant requirements

- 3.1 When making a Booking, you are responsible for ensuring the information submitted is complete and accurate. In particular, you should ensure that the email address provided is correct and valid, as this will be used to send your Booking confirmation and registration details. We cannot accept any responsibility if you provide incorrect contact details but, if you become aware of any issue following a Booking, please contact us and we shall endeavour to assist you.
- 3.2 You may be provided with registration details and/or other access credentials in connection with your attendance at the Virtual Event. You agree that these shall only be used by you for the purposes of attending the Virtual Event and you will not share these details with any third parties (except where we agree that the Booking may be transferred).
- 3.3 By participating in a Virtual Event, you agree that we may record, film, live stream, photograph or otherwise capture your likeness and any contribution made to the Virtual Event ("Contribution"), and grant us full rights to use and exploit such Contribution as we see fit in any media available now or in the future, royalty and payment free and without requiring any further approval from you.
- 3.4 By making a Booking, you warrant and represent that you are doing so in connection with your profession, trade or practice and you are not acting as a consumer.

## 4. Prohibited conduct

- 4.1 You agree not to sell, trade, transfer, or otherwise share or disclose your access link and/or code for the Virtual Event, unless approved by us.
- 4.2 You agree not to photograph, record or capture any element of the Virtual Event and not to broadcast any audio or video during the Virtual Event unless approved in advance by us.
- 4.3 You agree that, during the course of the Virtual Event, you will conduct yourself professionally and in accordance with these Terms. In particular, but without limiting the foregoing requirement, you shall not:
  - 4.3.1 do anything illegal or fraudulent;
  - 4.3.2 promote any unlawful activity;
  - 4.3.3 use the Virtual Event for the purposes of promoting any unsolicited advertising or sending spam;
  - 4.3.4 represent or suggest that we endorse any business, product or service unless we have expressly agreed to this in writing;
  - 4.3.5 attempt to circumvent any password, user authentication or other access or content protections in place;
  - 4.3.6 use the Virtual Event to transmit any viruses or malware;
  - 4.3.7 use the Virtual Event to attempt to gain unauthorised access to or use of any computers, data, systems, accounts or networks; or
  - 4.3.8 make any submission or contribution which is false, fraudulent, defamatory, offensive, abusive, or otherwise likely to cause offence, embarrassment or annoyance to others.
- 4.4 We may, but are not obliged to, moderate the conduct of attendees during the Virtual Event and may remove any content, submission or contribution which contravene these Terms or which we otherwise determine (in our sole discretion) is inappropriate.
- 4.5 We reserve the right to cancel any Booking or access to a Virtual Event by, remove from a Virtual Event, or otherwise exclude from this and any future Virtual Event, any person who contravenes the conditions and restrictions set out in these Terms or is otherwise engaged in, or reported to be engaged in, any unethical or non-compliant business practices.

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## 5. Fees or other consideration

- 5.1 Where a fee is applicable to the Virtual Event, you agree to pay this fee in full and cleared funds. We reserve the right to reject or subsequently cancel any Booking for which full payment is not received prior to commencement of the Virtual Event.
- 5.2 Where a refundable deposit is payable for a Virtual Event, you agree to pay this deposit in full and cleared funds. We reserve the right to reject or subsequently cancel any Booking for which a deposit is not paid. This deposit will be refundable as set out in the Virtual Event description, typically when the Virtual Event has completed and your attendance is confirmed. If you do not meet the conditions for refund of the deposit, you acknowledge and agree that the deposit shall be retained by us as compensation for your non-compliance.
- 5.3 Where no fee is payable for a Virtual Event, you acknowledge and agree that we may rely on exhibitors and/or sponsors to fund the Virtual Event. You hereby consent to us providing your business contact information to such exhibitors and/or sponsors in connection with your attendance at the Virtual Event, and they may contact you in relation to any products and/or services which may be of interest to you.
- 5.4 Any payments due under these Terms may be subject to VAT or other taxes and duties which, if applicable, shall be charged to you in addition and shall be payable by you.

## 6. Cancellation and non-performance

- 6.1 Unless otherwise specified during the Booking process, there is no right to cancel a Booking. If you do cancel a Booking, or otherwise fail to attend a Virtual Event, you shall remain fully liable for the fee(s) payable in respect of the Booking and no refund shall be given.
- 6.2 If ACPGBI is required to cancel a Virtual Event, we shall notify you as soon as reasonably practicable and, wherever possible, shall endeavour to reschedule the Virtual Event for another date. Where we are able to reschedule a Virtual Event, your Booking shall be transferred to the alternative date.
- 6.3 ACPGBI may, without prejudice to its other rights in these Terms and any other rights or remedies it may have, cancel your Booking with immediate effect and without liability if:
  - 6.3.1 you commit a material breach of these Terms or any other conditions applicable to the Booking;
  - 6.3.2 you fail to pay any amount(s) due in respect of the Booking by the due date for payment; or
  - 6.3.3 ACPGBI deems you ineligible for attendance at the Virtual Event or discovers that you have exceeded any limit imposed on the number and/or frequency of Bookings.
- 6.4 If ACPGBI is prevented from carrying out its obligations in connection with the provision of the Virtual Event for a reason beyond its reasonable control, including but not limited to ISP issues, technical faults, fire, acts of God, strikes, governmental restrictions, orders or requisitions, disaster, civil disorder, epidemic or pandemic, or any other comparable event (collectively "Force Majeure"), ACPGBI shall not be liable for any delay or non-performance of the Virtual Event.

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## 7. Feedback and complaints

- 7.1 We welcome feedback in relation to our Virtual Events. If you contact us to provide feedback, you grant us a licence, without royalty or payment, to use and exploit such feedback within our program as we see fit.
- 7.2 ACPGBI strives to provide a complete and effective professional experience. If, after completing a Virtual Event, you are dissatisfied with any aspect of the performance of the Virtual Event, please contact us in writing within ten (10) business days at [info@acpgbi.org.uk](mailto:info@acpgbi.org.uk) and we shall endeavour to resolve your complaint as promptly and amicably as possible.

## 8. Use of your information

- 8.1 Your privacy is important to us and we shall use your personal information in accordance with our Privacy Policy, available at <https://www.acpgbi.org.uk/help/privacy/>. In addition to the personal information described in our Privacy Policy, we may also process additional contact information, payment information, and information associated with your attendance at a Virtual Event, pursuant to these Terms.
- 8.2 Where a Virtual Event is provided via a third party platform, you agree that we may disclose your personal information to the third party provider to the extent necessary or desirable for the proper performance of the Virtual Event. You may also be required to register with and/or accept the terms presented by the relevant third party prior to accessing the Virtual Event.
- 8.3 We do not sell your personal information to third parties. However, as described in clause 5.3, we may disclose your contact information to our partners, exhibitors and sponsors to enable them to contact you in relation to the Virtual Event and other products and/or services that may be of interest to you.
- 8.4 We will contact you with essential information relating to the Virtual Event and may also contact you in relation to related events, news and information which may be of interest to you. You may opt-out of these non-essential communications by following the unsubscribe instructions provided in the communications themselves.

## 9. Intellectual property

- 9.1 All intellectual property rights in and related to the Virtual Event, the content and materials therein or provided in conjunction with the Virtual Event, and the manner of performance of the Virtual Event ("Virtual Event IP"), shall be owned by ACPGBI or its licensors. No rights are granted in relation to the same except a limited, personal licence to access and view the Virtual Event and related content and materials for your own professional purposes.
- 9.2 You may not copy, reproduce, modify, enhance, adapt, reverse-engineer, sell, lease, transfer, distribute or otherwise exploit any Virtual Event IP except as permitted by ACPGBI or the applicable licensor.
- 9.3 You may not, and shall not permit any third party to, use or reproduce any trademarks, trade names or other branding appearing during or in relation to the Virtual Event, without the prior written permission of ACPGBI or the applicable licensor.

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## 10. Disclaimer and liability

- 10.1 Except as set out in these Terms, the Virtual Event and all content and materials related thereto, is provided “as is” and without any guarantee or warranty of any kind. Any and all statutory or implied conditions, warranties and representations are hereby excluded to the fullest extent permitted by law.
- 10.2 ACPGBI expressly disclaims any responsibility for the speakers, attendees and sponsors at any Virtual Event and will not be liable for any errors, omissions, or delays in relation to the same or the information they provide, as well as any losses arising from their display or use.
- 10.3 Save for any liability which cannot lawfully be excluded or limited, including but not limited to death or personal injury caused by negligence, or fraud or fraudulent misrepresentation:
- 10.3.1 ACPGBI shall not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, business, revenue, goodwill, loss of corruption of data, anticipated savings or wasted expenditure (whether direct or indirect), or for any indirect or consequential losses; and
- 10.3.2 ACPGBI’s aggregate liability under and in connection with these Terms and the Virtual Event, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the amount(s) paid by you to ACPGBI in connection with the relevant Booking.

## 11. General

- 11.1 **Variation.** We may vary these Terms from time to time by publishing the updated version on the relevant Virtual Event page or booking platform. Other than as agreed by us in writing, these Terms will apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 11.2 **Waiver.** A waiver by us of any right under these Terms or by law is only effective if it is in writing and it applies only to the circumstances for which it is given. Our failure or delay in exercising any right or remedy under these Terms or by law shall not constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise by us of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 11.3 **Severance.** If any provision of these Terms (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms, and the validity and enforceability of the other provisions of these Terms shall not be affected.
- 11.4 **Entire agreement.** These Terms constitute the whole agreement between the parties and supersedes all previous agreements relating to its subject matter. You acknowledge that, in making a Booking, you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) not expressly set out in these Terms. Nothing in this clause shall limit or exclude any liability for fraud.
- 11.5 **Assignment.** You shall not, without our prior written consent, assign, transfer, charge, mortgage, subcontract, or deal in any other manner with all or any of your rights or obligations under these Terms.
- 11.6 **Rights of third parties.** Except as set out in these Terms, a person who is not a party to these Terms shall not have any rights under or in connection with them.
- 11.7 **Governing law and jurisdiction.** These Terms and the contract shall be governed by, and construed in accordance with, the law of England and Wales and we and you agree to the exclusive jurisdiction of the courts of England and Wales.

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