

Eastern AHSN Events and Training – terms and conditions

JANUARY 2023



Events Terms and Conditions

These terms and conditions apply to all Events and / or Training booking requests submitted after 27 January 2023. If you have booked Events or Training with Eastern AHSN before this date, please read these terms and conditions carefully.

Please read clauses 8 to 11 and 28 to 31 carefully, especially if you are booking for an event or training which takes place in less than 14 days time or which is marked 'non-refundable'.

No 'cooling-off period' applies to event and training bookings. Therefore, cancellation and non-attendance penalties can apply, and you may lose your event fee and/or deposit.

About these Terms

1. These terms and conditions ("Terms") explain the terms and conditions applicable to Event and Training booking requests and purchases made by you (or on your behalf) with Eastern Academic Health Science Network (Eastern AHSN), company registration number 08530726 and having its principal business address at Unit C, Magog Court, Shelford Bottom, Cambridge, CB22 3AD ('we' and 'our').
2. These terms and conditions apply to Eastern AHSN Events (including virtual events) and Training courses. Different cancellation policies may apply depending on the charge / or lack thereof associated with certain Events or Training. As such, please read these terms carefully.
3. Making a booking request for an Event or Training constitutes your acceptance of these Terms and your agreement to comply with them. Please read these Terms carefully before you complete a booking request. These terms tell you how event bookings can be made, changed and cancelled, and other important information. Where you are making a booking via an Eastern AHSN event website (or platform microsite), these Terms should be read in conjunction with our website Terms of Use and Cookies and Privacy Statement. We reserve the right to amend these Terms from time to time.
4. If you think there is a mistake in these terms or require any changes, please contact us to discuss.

Our contact details are:

Email: events@eahsn.org
Telephone: 01223 661500
Web: www.easternahsn.org/events

If we need to contact you about your booking request we will do so using the contact details submitted by you during the booking process.

All in-person attendees will be required to adhere to Government guidelines in place at the time of the event.

Type of Events we offer

In these terms and conditions:

5. **"Events"** mean conferences, networking events, workshops, webinars and reasonably similar events which are available to Eastern AHSN stakeholders. Such Events can be public or private.

6. **"Event"** means the event that you are making a booking request for at the time of acceptance of these terms and conditions.

7. **"Training"** ("Trainings", "Training Courses" and "Courses") refers to the provision of training and education (virtually or face to face) services. It also refers to the Training that you are making a booking request for at the time of acceptance of these It is possible that these services are provided by Eastern AHSN and its partners, for a Fee ("Event or Training Fee")

Your Booking

8. Submitting an event booking through our online event platform / booking system(s) does not guarantee you a place at any of our Events. We will issue an automated email confirmation of your booking request or reservation. Your place at the Event is not guaranteed until (a) payment of the Event or Training Fee (if applicable) is received or (b) you receive an email from us confirming your place / reservation is booked. Payment of the Event Fee must be made at least seven (7) days before the Event.

9. If we cannot accept your booking, we will let you know by email and refund any payment made.

10. It is your responsibility to ensure that the information you provide to us during the booking process is complete and accurate.

11. We reserve the right to give booking preference to those people who meet any attendance criteria for any Event or Training. If applicable, these criteria will be on our website page for the Event or Training in question.

Payment of the Event or Training Fee (where applicable)

12. The Fee for the Event or Training will be shown on our website on the page for the Event or Training concerned.

13. Payment of the Fee should be made by electronic payment on our website at the time of making the booking request. The [Stripe](#) payment platform is used for such purposes. If you experience difficulties with making payment, please contact our events team to arrange an alternative method of payment – events@eahsn.org

14. Payment of the Fee must be made at least seven (7) days before the Event or Training to guarantee you a place. If payment of the Fee is not received at least seven (7) days before the Event or Training, we reserve the right to reject your booking and offer your place to another applicant.

15. Your receipt of our invoice and/or confirmation completes our contract with you.

Deposit (where applicable)

16. We reserve the right to collect a deposit at the time of your Event or Training booking. The amount of deposit required, if any, will be listed in the Event or Training registration details. This deposit will be released back onto the form of payment used within twenty-eight (28) days of your attending the Event or Training.

17. If you do not attend the Event or Training or cancel outside the cancellation window, your deposit will not be refunded since Eastern AHSN will have incurred costs and losses associated with allocating you a place at the event. Please see the 'Cancellation by You' section below for full details.

The Event or Training

18. We will use reasonable endeavours to describe Event and Training content in the event descriptions on our website accurately, but these are intended only to give an approximate idea of the Event or Training

19. We reserve the right to amend the programme of the Event or Training or to cancel the Event or Training and any bookings.

20. Eastern AHSN does not have control over any links shared during an Event or Training course and does not accept any liability for the content being viewed.

21. It is your responsibility to comply with all instructions given at the Event or Training and to comply with all applicable laws, including health and safety laws, fire regulations and any codes of conduct for wi-fi access.

22. If attendance at the Event or Training makes you privy to any information which is marked, or might reasonably be understood to be, confidential, you shall not use such information for any other purpose other than participation in the Event or Training.

23. Special dietary requirements must be notified to us, either during the booking process or by contacting us by email before the Event or training – events@eahsn.org

Data Protection

24. Our [Privacy Policy](#) and [Cookies Policy](#) set out the terms on which we process any personal data we collect from you, or that you provide to us. By making a booking for any Event or Training, you consent to such processing by us, or as set out in the consent statement for a specific Event or Training. You warrant that all data provided by you is accurate. We may authorise a third party to process such data for the purposes of delivering the Event or Training on terms which are substantially similar to those set out in these Terms. This includes our platform provider, [Zoho One \(Zoho Backstage\)](#), and our payment processing provider, [Stripe](#). We will only ever give your personal data to other third parties where the law either requires us or allows us to do so, or where you have given consent under this clause.

25. By making a booking for an Event or Training you consent to the personal data (as defined in the Data Protection Act 2018 as amended) submitted through our booking system being used:

- For all necessary purposes for the administration of the Event or Training including registration, delegate badges and catering;
- To contact you about the Event or Training;
- To provide delegate lists in hard copy and / or electronic form to other attendees including delegates, speakers and third-party sponsors of the Event or Training); and
- To share your details with any other organisation(s) involved in co-running the Event or Training.

26. By attending the Event or Training, you agree that we may use, reproduce and/or publish in any way whatsoever (without any payment being due to you) any photographs and/or video/audio that may pertain to you (including your image, likeness and/or your voice). You agree that such material may be used in our publications, public affairs releases, broadcast material and on our website, or for other related purposes. This agreement will continue until you notify us in writing that permission is withdrawn - contact the Eastern AHSN events team at events@eahsn.org regarding withdrawal.

27. Where you are attending a Webinar, Eastern AHSN may record that Webinar and publish that Webinar on our website for other users to watch. Where you elect to participate in that Webinar, you will be informed prior to participate that you are being recorded. By consenting to participate, you also agree that Eastern AHSN may use, reproduce and/or publish in any way whatsoever (without any payment being due to you) any photographs and/or video/audio that may pertain to you (including your image, likeness and/or your voice) and that we may licence others to do the same. You agree that such material may be used in our publications, public affairs releases, broadcast material and on our website, or for other related purposes. This agreement will continue until you notify us in writing that permission is withdrawn - contact the Eastern AHSN events team at events@eahsn.org

Cancellation by You

28. This cancellation policy applies to all Event and Training bookings once you have received confirmation of receipt of your order, for example, a confirmation email and / or an invoice. Please note that when you submit a booking application for an Event or Training on a specified date and time you are not entitled to a 'cooling off period' under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

29. Cancellation of Eastern AHSN Training or Events advertised as 'Non-Refundable'. Such Events or Trainings are non-refundable (applies to all of in person, online and hybrid events). If you find you are not able to attend the Event or Training after booking a place, please notify us in writing as soon as possible, via email to events@eahsn.org. No refund will be made for any cancellation (except where cancellation is necessitated by a positive COVID-19 PCR test or other mandatory government requirements to self-isolate in which case our COVID-19 refund policy will apply), and under no circumstances will we reimburse you for any expenses incurred in arranging to attend the Event or Training

30. Cancellation of Eastern AHSN Training or Events (including Webinars) that are not advertised as non-refundable. If you find you are not able to attend the Event after booking a place, please notify us in writing as soon as possible, via email. If a colleague is able to attend in your place *and* you notify us in writing, we are pleased to accept the substitution at no extra charge subject to such colleague submitting a new booking for the Event or Training including accepting these booking Terms and Conditions.

Substitution is permitted if notified in writing up to seven (7) working days prior to the Event or Training.

If you have paid an Event Fee

- If we receive your written notification of cancellation up to thirty (30) days before the Event or Training, we will refund the Fee
- If we receive your written notification of cancellation less than thirty (30) days but up to ten (10) days before the Event or Training, we will refund 75% of the Fee.
- No refund will be available if we receive your written notification of cancellation less than ten (10) days prior to the Event or Training or if you do not notify us of cancellation but fail to attend the Event or Training.

Summary of Cancellation Policy for Refundable Events

Notice of Cancellation	Refund of Fee	Refund of Deposit
Over 30 days before event	Full refund of fee	Eligible
Between 10 and 30 days before event	75% refund of Fee	Not eligible
Less than 10 days before event	No refund available	Not eligible
None given - no show	No refund available	Not eligible

31. No refund will be made if we do not receive and acknowledge your written notification of cancellation. Under no circumstances will we reimburse you for any expenses incurred in making arrangements to attend the Event or Training

Cancellation by Us

32. We shall use all reasonable endeavours to provide the Events and Trainings described on our website, but we reserve the right to cancel or change the them for any reason including but not limited to situations where the Event or Training is under-subscribed, it becomes difficult for us to deliver the intended content, or for other reasons resulting from events, circumstances or causes beyond our reasonable control.

33. If the Event or Training is cancelled for reasons outside our reasonable control no refund of the Fee will be given. If the Event or Training is cancelled for reasons within our control, such as the Event or Training being under-subscribed, we will refund the Fee and/or any deposit paid, but will not be liable for any expenses incurred by you in making arrangements to attend the Event or Training.

Limitation of Liability

34. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the description of the Event or Training, or bookings generally, whether express or implied.

35. We will not be liable to you, or any other person making a booking or attending in your place, for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- Cancellation, including any expenses incurred by you in arranging attendance at an Event or Training
- Change
- Loss of profits, sales, business or revenue
- Loss of anticipated savings
- Loss of use or corruption of software, data or information
- Business interruption
- Loss of business opportunity, goodwill or reputation
- Any indirect or consequential loss or damage or
- Loss resulting from reliance or action or failure to act based on material delivered at the Event or Training.

36. Nothing in these Terms shall limit or exclude our liability for:

- Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable)
- Fraud or fraudulent misrepresentation
- Any matter for which it would be unlawful to exclude or restrict liability

37. Subject to the other provisions in this clause, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with these Terms shall be limited to the total fee paid by you to book the Event or Training in question.

Miscellaneous

38. We may transfer our rights and obligations under these Terms to another organisation.

39. You need our consent to transfer your rights under these Terms to someone else.

40. Unless it expressly states otherwise, these Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.

41. Any written communication to us required under these Terms should be addressed to events@eahsn.org in the first instance.

You can also contact Eastern AHSN using the following details:

Telephone: **01223 661500**

42. These Terms constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreement, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

43. Except as set out in these Terms, no variation of the Terms shall be effective unless it is in writing and signed by the parties.

44. A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy. If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.

Governing Law

45. These Terms are governed by and construed in accordance with the laws of England and you agree to accept the exclusive jurisdiction of the English courts in relation to any dispute that may arise in connection with these Terms.

Eastern AHSN's Events and Trainings are sometimes designed only for healthcare professionals and where appropriate assume a level of professional training to interpret the information included. Where this is the case it will be made clear prior to the point of registration. Information intended healthcare professionals is not suitable for patients or the public – in this instance all information should be interpreted in light of professional knowledge and supplemented as necessary with specialist publications, and all users are responsible for ensuring appropriate use or reliance on such information.

The content of Eastern AHSN's Events or Trainings is accurate as of the date of the recording. Although this will be regularly reviewed for currency, users should be aware that the evidence-base and best practice may have changed since the / any recording and take this into account when viewing Events or Training at a later date. Content from Eastern AHSN's Events or Training do not take the place of local policies and procedures or replace the need for individual patient assessment and professional judgement.

[ends].