

## Event/Conference Booking Terms and Conditions

### 1. Definitions

1.1 “**Booking**” means the contract made between the RSC and you in relation to your attendance at the Event, comprising the Registration Application, and these Terms and Conditions.

1.2 “**Commencement Date**” means the date on which the Event is due to commence (as advertised on the RSC website).

1.3 “**Consumer**” has the meaning set out in The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (‘an individual acting for purposes which are wholly or mainly outside that individual’s trade, business, craft or profession’).

1.4 “**Event**” means the event which you wish to attend, as identified in the Registration Application.

1.5 “**Event Fee**” means the fee payable by you (or on your behalf) to the RSC in relation to your attendance at the Event. For the avoidance of doubt, this definition includes fees paid by you (or on your behalf) to the RSC for accommodation, social events and meals connected to the Event.

1.6 “**Registration Application**” means your application to attend an event or conference organised by the RSC, which may be submitted online through the RSC website ([www.rsc.org](http://www.rsc.org)), by sending a completed version of the RSC events registration form to the RSC, or by telephoning the RSC events office.

1.7 “**RSC**” means the Royal Society of Chemistry, a charity registered in England and Wales under charity number 207890 and with its registered office at Burlington House, Piccadilly, London, W1J 0BA and located at Thomas Graham House, 290-292 Science Park, Milton Road, Cambridge, CB4 0WF and VAT number GB 342 1764 71.

1.8 “**Standard Registration Deadline**” means the registration deadline date as advertised for the Event on the RSC’s website.

### 2. Booking an Event

2.1 By submitting a Registration Application, you are making an offer to attend the Event subject to these Terms and Conditions.

2.2 . Upon receipt of your Registration Application, you will receive an email from the RSC acknowledging that it has received your Registration Application (“**Order Acknowledgement Email**”).

2.3 The Order Acknowledgement Email will be deemed as confirmation of the RSC’s acceptance of your registration for the Event and such acceptance brings into existence a legally binding contract between us on these Terms and Conditions. You may also receive an email from the RSC’s third party payment processor, following acceptance of your payment in accordance with clause 3 below. Unless cancelled earlier in accordance with these Terms and Conditions, the Booking shall terminate once the Event has been delivered in full, at which point the obligations set out in these Terms and Conditions shall cease (except for the restrictions on use of Event materials set out in clause 9, which will continue in perpetuity).

2.4 If an Order Acknowledgment Email is not received within 14 days after you submitted the Registration Application to the RSC, you should contact the RSC events office at [events@rsc.org](mailto:events@rsc.org).

2.5 No reservations for accommodation, meals or social events connected to the Event will be made if payment of the Event Fee is not received prior to the start of the Event.

2.6 You may transfer the Booking to another delegate at any time by giving the RSC notice.

### 3. How to pay

3.1 All price(s) for the Event will be displayed on the RSC website ([www.rsc.org](http://www.rsc.org)) in pounds sterling. Where the RSC accepts payment in your local currency, prices may be quoted in this currency. All prices quoted are exclusive of applicable taxes unless otherwise stated.

3.2 Payment must be made by credit or debit card as per the details explained in the Registration Application process. For some Events the RSC is also able to issue an invoice for payment by direct bank transfer and where the RSC offers this option, it is clearly indicated on the RSC's website. In all cases the RSC treats payment as confirmation that you are the person authorised to use such credit card, debit card or to make such bank transfer and in the case of a credit card that you are over the age of 18 years.

3.3 Payments by credit or debit card are processed immediately via a third party payment processor over a secure link. No card details are held by the RSC. You will receive a confirmation of payment for all credit or debit card payments by e-mail. Where payment is made via bank transfer, it is processed at the end of the same working day on which the order is placed.

3.4 Where you are paying the Event Fee by bank transfer, please note you will be liable for any additional charges made by your bank for use of the bank transfer payment method.

3.5 In the event that you have requested an invoice, the RSC will issue one to you and such invoice will include the RSC's payment terms.

3.6 You shall have no right to attend the Event until the Event Fee has been paid and (until the Event Fee is paid in full) the RSC may prevent you from attending all or any part of the Event, without liability to you.

#### **4. Cancellation by the RSC**

4.1. The RSC may cancel the Booking by giving you notice in writing for any reason at any time up to 2 weeks prior to the Commencement Date. If the RSC cancels the Booking pursuant to this clause 4.1 it shall refund any fees already paid by you in connection with your attendance at the Event.

4.2. The RSC may also cancel the Booking at any time, without liability to you if:

- a. you fail to pay any sum owing to the RSC in connection with the Event in accordance with the payment terms set out in clause 3 above; or
- b. you breach these Terms and Conditions; or
- c. the RSC is unable to provide the Event due to a reason beyond its reasonable control.

4.3. In the event of cancellation of the Booking by the RSC under clauses 4.2(a) or 4.2(b) the RSC shall be entitled to retain (or be paid the balance of, as the case may be) the Event Fee in full.

4.4. In the event of a cancellation of the Booking by the RSC under clause 4.2(c) you shall be entitled to elect either: (i) to receive a full refund of the Event Fee or (ii) (subject to availability) to attend an alternative event. If you elect option (ii) and the event fee applicable to the alternative event is greater than the Event Fee, you shall be obliged to pay the difference in accordance with clause 3. If you elect option (ii) and the event fee applicable to the alternative event is lower than the Event Fee, the RSC shall refund the difference.

#### **5. Cancellation by you if you are acting as a Consumer when making your Booking**

##### **5.1 Cancellation within the 14 day cancellation period**

5.1.1 You may cancel the Booking within 14 days without giving any reason.

5.1.2 The cancellation period will expire after 14 days from the day of the conclusion of the Booking.

5.1.3 To exercise the right to cancel, you must inform the RSC, being the Royal Society of Chemistry of Thomas Graham House, 290-292 Science Park, Milton Road, Cambridge, CB4 0WF (telephone number +44(0)1223 434048 and email events@rsc.org), of your decision to cancel the Booking by a clear statement (e.g. a letter sent by post, fax or email). You may use the attached model cancellation form, but it is not obligatory.

5.1.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

##### *Effect of cancellation*

5.1.5 If you cancel the Booking, the RSC will reimburse to you all payments received from you in respect of the Booking.

5.1.6 The RSC will make the reimbursement without undue delay, and not later than 14 days after it is informed about your decision to cancel the Booking.

5.1.7 The RSC 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.

5.1.8 If you submit the Registration Application on such a date that means the Commencement Date will occur during the cancellation period described in this clause 5.1, you acknowledge that you are expressly requesting the Event to begin during the cancellation period and if you subsequently cancel the Booking, you shall be liable to pay to the RSC an amount which is in proportion to the services that the RSC has performed in relation to the Event up until you have communicated to the RSC your cancellation of the Booking.

5.1.9 You shall have no right to cancel after attending the Event.

## **5.2 Cancellation after the 14 day cancellation period**

5.2.1 After the cancellation period referred to in paragraph 5.1 above has expired, if you choose to cancel your Bookings before the Standard Registration Deadline, you shall be liable to pay the RSC 25% of the Event Fee. However if you cancel the Booking after the Standard Registration Deadline, you will be liable to pay 100% of the Event Fee.

## **6. Cancellation by anyone who is not deemed to be a Consumer**

6.1 If you choose to cancel your Bookings before the Standard Registration Deadline, you shall be liable to pay the RSC 25% of the Event Fee. However if you cancel the Booking after the Standard Registration Deadline, you will be liable to pay 100% of the Event Fee.

## **7. Delivery of the Event**

7.1. The RSC will make all reasonable efforts to deliver the Event as described in the Event literature. However, the RSC shall be entitled to make reasonable variations to the content and delivery of the Event.

7.2. The RSC may subcontract or delegate in any manner to any third party or agent the delivery of the Event.

## **8. Your obligations**

8.1. You must at all times behave with honesty, integrity and show courtesy, consideration and respect to others; prepare for the Event as required by the RSC; attend all sessions including video-sessions and other activities which form part of the Event (subject to absence for medical or other agreed reasons) and participate fully in group work when required; and respect the confidentiality of all information that you acquire during the course of your participation in the Event.

8.2 The RSC reserves the right to refuse admission or to require you to leave an Event if your behaviour is considered disruptive, likely to cause damage, nuisance, offence or injury, is in breach of venue rules and regulations or these Terms and Conditions, or is otherwise unacceptable. The RSC may on occasion have to conduct security searches to ensure the safety of delegates and the venue (and you hereby consent to this). The unauthorised use of photographic and recording equipment is prohibited.

8.3 If you have any special dietary or other health related requirements, the RSC will normally be able to accommodate your needs. You should detail any specific requirements when submitting your Registration Application.

8.4 Changes to bookings for meals and social events connected to the Event cannot be accepted after the Standard Registration Deadline.

8.5 Occasionally Events are filmed (and you will be notified in advance if this is the case). If you attend such Events, you may either consent to or opt out of being filmed and partaking

in sound recording as members of the audience. These recordings may be distributed to the public via on-demand video archives on the RSC's website.

## **9. Intellectual Property**

9.1. The copyright and all other intellectual property rights in all Event materials and the specifications shall remain the sole and exclusive property of the RSC and its licensors. You undertake that you will not copy or permit the copying of Event materials, or distribute any materials via internet or intranet, or disclose or permit the disclosure or sell or hire the same to third parties.

9.2. The RSC agrees to grant to you a non-exclusive royalty free licence to use the Event materials for your internal purposes but not for external commercial purposes.

## **10. Disclaimer**

10.1. Nothing in these Terms and Conditions shall limit or exclude the RSC's liability for death and/or personal injury caused by the negligence of the RSC or its employees, agents or subcontractors, for fraudulent misrepresentation and any other liabilities which cannot as a matter of law be limited and/or excluded.

10.2. Subject to clause 10.1, the RSC cannot accept responsibility and expressly excludes liability for any loss or damage to your property that occurs whilst you are at the Event. You should take particular care not to leave mobile phones, mobile devices, such as a blackberry/iPhones/iPads or laptops unattended at any time. Furthermore, the RSC shall under no circumstances whatever be liable to you, whether in contract, tort, breach of statutory duty or otherwise, for any loss of profit, loss of business, pure economic loss, or any indirect or consequential loss arising under or in connection with the Booking.

10.3. Subject to clauses 10.1 and 10.2, the RSC's liability under or in connection with this Booking shall be limited to a sum equal to the Event Fee payable for your attendance at the Event.

## **11. Data Protection**

11.1. The RSC will use the personal information that you provide to: (a) deliver the Event, (b) process your payment for such Event, (c) inform you about similar events, conferences, products or services that the RSC provides if you opt-in to receive such information and (d) provide you with information relating to a third party's services should you opt-in to receive such information (but with regard to both (c) and (d), you may put a stop to the RSC providing this information at any time by contacting the RSC).

## **12. Governing Law and Jurisdiction**

12.1. The Booking will be governed by English Law and the parties submit for all purposes connected with the Booking to the exclusive jurisdiction of the English courts.

## **13. Waiver**

13.1. Failure or neglect by the RSC to enforce any provision of the Booking shall not be construed nor shall it be deemed to be a waiver of the RSC's rights under the Booking and shall not prejudice the RSC's rights to take subsequent action.

## **14. Entire agreement**

14.1. The Booking constitutes the entire agreement between the parties in relation to your participation in the Event. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the RSC which is not set out in the Booking.

14.2. These Terms and Conditions apply to the Booking 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.

## 15. General

15.1. Any variation to the Booking shall only be binding when agreed in writing and signed by or on behalf of the RSC.

15.2. A person who is not a party to the Booking shall have no rights under or in connection with it.

15.3. If a court or any other competent authority finds that any provision of the Booking (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Booking shall not be affected.

15.4 If you have any queries or complaints relating to these Terms and Conditions and/or the Event, please contact the RSC events office by telephone on +44 1223 434048 or email via [events@rsc.org](mailto:events@rsc.org). Please note that all calls to the RSC events office will be charged at the local rate (BT users only, other network charges may vary).

## 16. Notices

All notices given by you to the RSC must be given to Royal Society of Chemistry at: Thomas Graham House, Science Park, Milton Road, Cambridge, CB4 0WF, email – [events@rsc.org](mailto:events@rsc.org), telephone – +44 (0)1223 434048 (for all non-legal notices) or [legalservices@rsc.org](mailto:legalservices@rsc.org) (for legal notices only). The RSC may give notice to you at either the e-mail or postal address you provide to the RSC when placing an order. Notice will be deemed received and properly served 24 hours after an email is sent, or three (3) days after the date of posting of any letter.

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## Cancellation Form

*(Complete and return this form only if you wish to cancel your Booking)*

To the Royal Society of Chemistry, Thomas Graham House, 290-292 Science Park, Milton Road, Cambridge, CB4 0WF (telephone number +44(0)1223 434048 and email [events@rsc.org](mailto:events@rsc.org)):

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*].

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate