

## **The Royal Society of Chemistry Event/Conference Booking Terms and Conditions**

### **1. Definitions**

1.1 “**Booking**” means the contract made between The Royal Society of Chemistry (“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 Rights Act 2015 namely ‘an individual acting for purposes that 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, VAT number GB 342 1764 71.

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

### **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 you and the RSC 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.

2.4 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).

2.5 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).

2.6 Where relevant to the Event, no reservations for accommodation, meals or social events connected to the Event will be made for you if payment of the Event Fee is not received prior to the start of the Event.

2.7 You may transfer the Booking to another delegate at any time (following completion of the Booking) by giving the RSC at least 7 working days' notice in writing, and in any event, by no later than the Standard Registration Deadline date. Additional charges may be levied in respect of making such amendments to bookings. The RSC may, in its sole discretion, reject the request to transfer the Booking to another delegate.

### **3. How to pay**

3.1 All price(s) for the Event will be displayed on the Event's 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 Event's website.

3.3 In all cases, the RSC treats payment as confirmation that you are authorised to use the payment method selected (whether that is credit card, debit card or bank transfer) and that you are over the age of 18 years. The RSC shall not be liable for the unauthorised use of payment methods.

3.4 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 from our payment agent. Where payment is made via bank transfer, it is usually processed at the end of the same working day on which the order is placed; however, this may take longer to process due to external factors beyond the RSC's reasonable control.

3.5 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.

3.6 In the event that the Event you are booking is eligible for invoicing, and you have requested an invoice, the RSC will issue one to you and such invoice will include the RSC's payment terms, which will take precedence to these Terms and Conditions with respect to payment of the invoice only. Invoices will not be raised by the RSC 30 days or less before the Commencement Date, and alternative means of payment will have to be arranged.

3.7 You shall have no right to attend the Event until the Booking is considered "complete". The RSC shall be entitled to refuse you access to all or any part of the Event, without liability to you, if your Booking is not completed before the Event.

3.8 Booking is only considered "complete" if:

- a) you are being invoiced or booking for a free event, when you have completed the registration questions and (if appropriate) selected the correct payment option in

the basket page, and then completed the booking by clicking 'complete registration';  
or

- b) you are paying by debit/credit card, you have completed the registration questions, clicked the 'pay now' button and made payment successfully.

3.9 If payment is not made successfully in accordance with clause 3.8(b), you will not get confirmation of registration and your Booking will not be considered complete.

#### **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. The RSC shall not be liable for any further losses incurred.

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

- a) you fail to complete the Booking and 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 any of these Terms and Conditions or the RSC reasonably believes that you are likely to breach any of 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**

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

5.1.1 You may cancel the Booking within 14 days of completing the Booking, without giving any reason. This does not apply to circumstances where the 14 day cancellation period ends on a date after the Event, as your right to cancel in these circumstances will only apply up to the date of the Event and you may not cancel the Booking once you are in attendance for the Event or after the Event has commenced.

5.1.2 The cancellation period will automatically expire 14 days from the date the Booking is completed.

5.1.3 To exercise the right to cancel, you must notify the RSC of your decision to cancel the Booking in writing at the address specified above or by email to [events@rsc.org](mailto:events@rsc.org). A sample Cancellation Form is included at the end of this document for your convenience.

5.1.4 To meet the cancellation deadline, you must ensure that you send your communication concerning your exercise of the right to cancel to the RSC before the cancellation period has expired, i.e. within the 14 days from the date the Booking is completed.

### **Effect of Cancellation**

5.1.5 If you cancel the Booking within 14 days under clause 5.1.1, 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.

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

5.2.1 If you choose to cancel your Booking after the cancellation period referred to in paragraph 5.1.1 above and before the Standard Registration Deadline has expired, the RSC shall be entitled to retain a cancellation fee of 25% of the Event Fee; the remainder (75%) will be reimbursed to you within 14 days of receiving notice of cancellation.

5.2.3 If you cancel the Booking after the cancellation period referred to in paragraph 5.1.1 above and the Standard Registration Deadline has expired, the RSC shall be entitled to retain 100% of the Event Fee.

### **6. Cancellation if you are acting as a business or trader (non-Consumers)**

6.1 If you choose to cancel your Booking before the Standard Registration Deadline, the RSC shall be entitled to retain a cancellation fee of 25% of the Event Fee; the remainder (75%) will be reimbursed to you within 14 days of receiving notice of cancellation.

6.2 If you cancel the Booking after the Standard Registration Deadline, the RSC shall be entitled to retain 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 within its discretion without liability to you.

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

### **8. Your obligations**

8.1. You must at all times:

- behave in a professional manner, acting with honesty and integrity;
- abide by the rules and policies of the venue;
- show courtesy, consideration and respect to others;
- prepare for the Event as required by the RSC or as detailed in your joining instructions;

- respect the confidentiality of all information that you acquire during the course of the Event.

8.2 You are encouraged to attend all sessions of the Event, including physical, online and video sessions, and to participate fully in group work when required throughout the Event.

8.3 The RSC and its third party contractors reserve the right to refuse admission or to require you to leave an Event if your behaviour is deemed by the RSC or its third party contractors to be:

- unprofessional, discourteous or disruptive;
- offensive, libellous, bullying or harassing;
- likely to cause damage to the venue or RSC equipment;
- likely to cause harm to the reputation of the RSC;
- likely to cause a nuisance, offence or injury;
- likely to be in breach of venue rules and regulations;
- likely or is in breach of these Terms and Conditions; or
- otherwise unacceptable to the RSC.

8.4 If you are required to leave the Event under clauses 8.1 or 8.3, the RSC reserves its right to refuse a refund of any fees paid (including the Event Fee) for the Booking of the Event. The RSC shall not be liable to you for any further losses incurred as a result.

8.5 By making the Booking, you acknowledge and agree that the RSC and its third party contractors (including the venue and its security staff) may on occasion have to conduct security searches to ensure the safety of delegates and the venue. Any individual that fails to comply with security searches will be denied entry to the Event, and the RSC shall not be liable for any refund of any fees paid (including the Event fee) or any further losses incurred as a result.

8.6 If you have any special dietary, access or other health related requirements, the RSC will use all reasonable endeavours to accommodate your needs. You should detail any specific requirements when submitting your Registration Application; if you fail to do so, the RSC cannot guarantee that your dietary, access or health requirements will be met.

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

8.8 The unauthorised use of photographic and recording equipment during the Event is strictly prohibited. If the Event is virtual or being streamed online, you are not authorised to take screenshots or photographs of any element of the Event including presentations, images or other document shared in the virtual platform as these may be subject to copyright restrictions.

## **9. Photography, Filming and Data Protection**

9.1 The RSC may record, photograph and film the Event on the basis of legitimate interests or consent, depending on the nature of the event. Recordings, screenshots, photographs and film may be used by the RSC of content shared at its physical and virtual events for live streaming, marketing, educational and promotional purposes, and may be reproduced on any of the RSC's social media platforms. Further details on how the RSC may collect, store and process your personal data in this respect can be found in the RSC's Privacy Policy, which is available on its website at: <http://www.rsc.org/help-legal/legal/privacy/> .

9.2 Photography, recordings, screenshots and videography taken by the RSC at the Event will remain the property of the RSC. The RSC reserves the right to make recordings available to

the public via on-demand video archives on the RSC's website and other publicly accessible platforms such as YouTube. Please note that for virtual events, presentations and discussions will be recorded live and these recordings may display the names of Event delegates that are present for the recording. Where possible, we will make every effort to avoid sharing personal data in this way but due to the nature of the Event, this may not always be possible. Recordings of Events may also display names or comments made in the public communication tools (or "chat tools") that are available during the Event; where possible, the RSC will make every effort to avoid sharing personal data in this way but due to the nature of the Event, this may not always be possible. Sound recordings of delegates' voices and their live view profile photo or video may be made by the RSC if delegates' engage in interactive public sessions as they are being recorded live. Delegates are asked to take appropriate measures in the presentation of their name during Events through the control panel, and to contact the RSC in advance to discuss any particular concerns they may have with the live recording of the Event.

9.3 If you wish to be excluded from participating in the photography, recordings, screen shots, filming or in sound recording as members of the audience, then please notify the RSC as soon as possible and in any event, prior to the commencement of the Event.

9.4 The RSC takes data protection very seriously. The RSC will only use personal data provided for the purposes of your Booking in accordance with our Privacy Policy to: (a) deliver the Event, (b) process your payment for the Event, (c) meet its contractual requirements to you, (d) with your express consent, inform you about similar RSC events, conferences, products or services and provide you with information relating to a third party's services, (e) with your express consent, pass on your details to pre-defined third parties such as sponsors and partner organisations.

You may change your preferences or withdraw your consent in relation to the RSC processing or storing your personal data at any time by contacting the RSC as outlined above. Where you have given consent for the RSC to share your contact details with pre-defined third parties and wish to withdraw your consent to their processing or storing your personal data, you will be required to contact the third party directly to make such a request.

9.5 During virtual Events, please note:

- some communication or chat options are available as "open" spaces, and viewable by other delegates attending the Event. You are strongly discouraged from sharing your personal or sensitive data in open communication or chat spaces as the RSC cannot be held responsible for others use of such data once it has been made publically available;
- you may be able to change the presentation of your name or profile (depending on the platform used) to ensure that you control how much of your personal data others see, in this respect; and
- you may be prompted to share your contact details with selected third parties such as sponsors, exhibitors or partner organisations. The RSC will not share your personal data with such third parties without your express consent to do so. You may elect to share your contact details with third parties directly through the Event.

## **10. Intellectual Property**

10.1. The copyright and all other intellectual property rights in Event materials, online and on demand content and the specifications shall remain the sole and exclusive property of the RSC and its licensors, unless otherwise clearly stated.

10.2 You undertake that you will not copy, record, photograph, take screen shots 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 for any purpose whatsoever, save as permitted by clause 10.3 hereof.

10.3. The RSC agrees to grant to you a non-exclusive royalty free revocable licence to use the Event materials as provided directly to you by the RSC (not including any copy, record, photograph or screenshot of an Event) for your own personal and private purpose but not for any commercial purpose nor for any purpose which may affect the copyright of others or the commercial value of the Event materials, subject always to copyright laws of the appropriate jurisdiction.

10.4 Any rights granted under clause 10.3 are granted specifically to you, an individual delegate of an Event, and is not intended to confer rights on any third party thereafter. You are not permitted to assign or otherwise share those rights with any third party. You are not permitted to make any profit or commercial gain from the rights granted under clause 10.3.

10.5 In the event that the RSC reasonably believes that you have breached any requirement of this clause 10, the RSC may withdraw any licence granted to you under clause 10.3 with immediate effect. Thereafter you will be required to cease use of any Event materials with immediate effect, failing which the RSC may take further action against you.

10.6 In the event that the RSC is required to take further action against you for any breach of this clause 10, you agree to keep the RSC indemnified in full and on demand against any direct and indirect costs of such action.

## **11. Disclaimer**

11.1. 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 sub-contractors, for fraudulent misrepresentation and any other liabilities which cannot as a matter of law be limited and/or excluded.

11.2. Subject to clause 11.1, the RSC will not be liable 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 your personal belongings unattended at any time. Furthermore, the RSC shall not under any circumstances, 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.

11.3. Subject to clauses 11.1 and 11.2, the RSC's liability under or in connection with this Booking shall be limited to a sum equal to the Event Fee payable by you for your attendance at the Event.

## **12. Waiver**

12.1. 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.

## **13. Entire agreement**

13.1. Your 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 this Booking.

13.2. 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.

#### **14. General**

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

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

14.3. 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.

14.4 If you have any queries or complaints relating to these Terms and Conditions and/or the Event, please contact the RSC Events Team by telephone on +44 1223 432509 or email via [events@rsc.org](mailto:events@rsc.org).

#### **15. Notices**

15.1 All notices given by you to the RSC must be given to The Royal Society of Chemistry at: The Events Team, Thomas Graham House, Science Park, Milton Road, Cambridge, CB4 0WF or by email at [events@rsc.org](mailto:events@rsc.org) (for all non-legal notices) or The Legal Team, Thomas Graham House, Science Park, Milton Road, Cambridge CB4 0WF or by email at [legalservices@rsc.org](mailto:legalservices@rsc.org) (for legal notices only).

15.2 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.

#### **16. Governing Law and Jurisdiction**

16.1. Your 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.



## **Cancellation Form**

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

To The Royal Society of Chemistry, Events Team, Thomas Graham House, 290-292  
Science Park, Milton Road, Cambridge, CB4 0WF (telephone number +44(0)1223 432509  
and email [events@rsc.org](mailto:events@rsc.org)):

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] Booking for the following Event [\*].

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

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only required if not submitting this form electronically)

Date

[\*] Delete as appropriate