

CONFERENCE DELEGATE TERMS AND CONDITIONS

These terms and conditions apply to the registration and purchase of tickets for the conference set out in the Booking Form hosted by ENTUK. Please read these terms and conditions carefully before you purchase any tickets.

1. Your agreement with us

- 1.1 The definitions set out in Appendix 1 will apply to these Terms.
- 1.2 **Who we are:** We are ENTUK trading as British Academic Conference in Otolaryngology (BACO) and British Association of Otorhinolaryngology - Head and Neck Surgery (BAO-HNS) a company registered in England and Wales. Our company registration number is 06452601 and our registered office is at 38-43 Lincoln's Inn Fields, London, England, WC2A 3PE.
- 1.3 These Terms apply to the purchase of Tickets for the Conference and by submitting a Booking Form, you agree to be bound by these Terms. No other terms will apply. To book Tickets, the Booking Form must be completed in full and contain all information we require, including the Delegate Data.
- 1.4 The Booking will only be accepted when we confirm this in writing. You will then be required to pay us the Total Fee. Please see clause 4 for details of how to pay.
- 1.5 Tickets will be issued when the Total Fee is paid.
- 1.6 We process all Bookings on a first-come, first-served basis depending on the date and time in which Booking requests are made. We therefore cannot guarantee that your Booking will be accepted. We also reserve the right to accept or refuse your Booking at our sole discretion.
- 1.7 Any advertising we produce, and any illustrations contained in our brochures for the Conference are produced for the sole purpose of giving a general overview of the nature of the Conference. The actual Conference may differ in some ways to what is advertised.

2. Our obligations to you

- 2.1 We will:
 - (a) organise the Conference with reasonable skill and care, to a high standard, and to the best of our ability;
 - (b) provide Delegates with the Delegate Material;
 - (c) ensure that Delegates benefit from all features of the Conference as set out in the Delegate Pack;
 - (d) provide Delegates access to the Venue to attend the Conference, unless virtual tickets have been purchased; and

- (e) provide the Catering Services and, as far as reasonably practicable, cater to specific dietary requests made in accordance with clause 3.3, although this cannot be guaranteed.

3. Your obligations

3.1 You are responsible for the actions of the Delegate(s) attending the Conference.

3.2 Delegates attending the Conference must:

- (a) comply with any Conference specific obligations which will be set out in the Delegate Material;
- (b) comply with any health and safety obligations or policies issued by the Venue;
- (c) comply with these Terms at all times;
- (d) **not** film or record any part of the academic sessions without our prior written permission; and
- (e) **not** provoke, disrupt or make derogatory remarks to the speakers, fellow delegates, representatives of the exhibitors, ENT UK staff members and employees of the Venue.

3.3 If a Delegate has any food allergies, intolerances or other dietary preferences, this must be clearly indicated on the Booking Form so we can make the necessary arrangements with the Catering Services provider. **Although we will take all reasonable steps necessary to ensure that any food consumed during the Conference is suitable, our liability to you is limited in this regard. Please see section 8.5 for further details.**

4. Charges and payment

4.1 If you are an organisation / trust:

- (a) For bulk booking of tickets: you may request a bulk booking via events@entuk.org, after which we will issue a quote to you confirming the Total Fee.
- (b) When you provide the list of Delegates for the bulk booking it is your responsibility to identify the medical grades and ENT UK membership status of each attendee. Otherwise, you will be charged highest non-member fee for that event.
- (c) **your Booking is not guaranteed until we receive the PO number from your trust / organisation.**

4.2 For individual booking of tickets: If you are an individual whose Booking is being made and the Total Fee is being paid by an organisation / trust, you must provide us with the PO Number provided to the organisation / trust **before** your place at the Conference can be confirmed.

- 4.3 Individual Ticket Fees will be as advertised on the Website and will depend on whether you are member of ENTUK, and (if applicable), the grade of your membership.
- 4.4 Any UK value added tax (**VAT**) payable will be confirmed on the invoice.
- 4.5 You must pay the invoice in full within 30 days of the date of the invoice. Payment should be made to the bank account specified on the Booking Form.
- 4.6 We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% above the base lending rate of the Bank of England from time to time. This interest will be applied on a daily basis from the due date until the date of actual payment of the overdue amount and before or after any court order we may obtain to confirm the overdue amount and order you to pay us. You must pay us interest together with any overdue amount.

5. **Cancellation by you**

- 5.1 If you wish to cancel either a Ticket, or Tickets, ahead of the Conference, you must notify us in writing either:
 - (a) by post to: The ENTUK Events Team, ENTUK, 38-43 Lincoln's Inn Fields, WC2A 3PE; or
 - (b) By email for ENTUK events to events@entuk.org or for BACO to baco@entuk.org
- 5.2 On receiving a cancellation request, we will then refund you a percentage of each Ticket that has been cancelled, as follows:
 - (a) if you cancel up to 6 weeks before the Conference Start Date, 90% of the face value of each Ticket will be refunded; and
 - (b) if you cancel between 6 weeks and 14 days before the Conference Start Date, 50% of the face value of each Ticket will be refunded.
 - (c) All refund requests will be processed within 10 working days from the date of the written refund request received by ENTUK. The refund will be made to the original method of payment. No amendments will be accepted to the method of payment.
- 5.3 If you cancel within 14 days of the Conference Start Date, no refunds will be given.
- 5.4 If you cancel your Booking we will provide a refund of the Total Fee. Please refer to Annex 1 of this document for more details.

6. **Cancellation by us**

- 6.1 We may reject your Booking, or, if a Booking has already been accepted, cancel it before the Conference takes place, if:

- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide you with the Tickets, for example, the Delegate Data; or
 - (b) for Courses or Events that have minimum requirements, in our reasonable opinion, we consider your and/or the Delegate(s) qualification(s) do not meet the minimum requirements to attend the Course or Event; or
 - (c) you have selected the wrong grade(s) on the Booking Form. The office will contact you to make the balance payment (i.e. pay for the Trainee grade ticket when you should pay for a Consultant grade ticket) and if you fail to make the requested payment within 7 working days.
- 6.2 Purchased tickets cannot be resold, but they can be passed on to another attendee who should be a friend or a colleague. The attendee who wishes to pass on his/her/their ticket must let the office know of the intention and the office will have the final say in this decision.
- 6.3 We may also cancel your Booking and remove Delegates at any stage during the Conference without any refund if they:
- (a) act in any way which, in our reasonable opinion, is likely to affect the enjoyment of the Conference by other delegates. This includes, without limitation, being under the influence of alcohol or drugs, and using threatening, foul, or abusive language; or
 - (b) are, in our reasonable opinion, in breach of clause 7 (Intellectual Property Rights).
- 6.4 We may also cancel your Booking or reschedule the Conference, if we are unable to host the Conference on the Conference Dates as planned, however we will provide as much notice as reasonably possible. This includes, but is not limited to:
- (a) events outside our control, such as: acts of God, war, fire or severe disturbances affecting us, the Venue, or our suppliers;
 - (b) restrictions on events imposed a result of public health emergencies; and
 - (c) insufficient Tickets having been sold for the Conference.
- 6.5 If we are required to reschedule the Conference, Tickets will be automatically transferred and will be valid on the rescheduled date, if the Conference goes ahead in the same format as initially planned. For Delegates who cannot make the rescheduled date, a refund for each Ticket will be provided to the original payment method. Allow for 10 working days for the refund to occur.
- 6.6 If we terminate the Booking or cancel the Event for any other reason a refund for each Ticket will be provided to the original payment method. Allow for 10 working days for the refund to occur.

7. Intellectual Property Rights

- 7.1 All Intellectual Property Rights contained in any materials provided by us during or in connection to the Conference in any form or media, including presentations, brochures, slides, maps, diagrams, designs, pictures, computer programs, data, specifications and reports (**ENTUK Materials**) are owned by us.
- 7.2 You may use, and will ensure that the Delegates use, the ENTUK Materials only in connection with their attendance at the Conference and for your and their own private use following the Conference.
- 7.3 If you are a Delegate, you may use the ENTUK Materials only in connection with your attendance at the Conference and for your own private use following the Conference.
- 7.4 You must not supply the ENTUK Materials to any third party or use them to provide a service to any third party.
- 7.5 If we have reason to believe that you, or the Delegates, infringe any of the Intellectual Property Rights contained in the ENTUK Materials, we have the right to:
 - (a) take action to stop the infringing activity, which result in legal proceedings being brought against you or the relevant Delegates; or
 - (b) cancel your Booking (please see clause 6.2 for further information).
- 7.6 If you wish to use either the ENTUK or the BACO logo, or any other logos which are affiliated with ENTUK, you must have permission to do so.

8. Our responsibility for loss or damage suffered by you

- 8.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of us breaking this contract, or if we fail to use reasonable care and skill in organising and hosting the Conference, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time we confirm your Booking, both we and you knew it might happen.
- 8.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for:
 - (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; and
 - (b) for fraud or fraudulent misrepresentation.
- 8.3 **We are not liable for the following:**
 - (a) Business losses: although the Conference does provide networking opportunities, which *may* help you in a business capacity, this is entirely incidental to the primary focus of the Conference. As such, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity as a result of your attendance at the Conference;

- (b) loss, damage, or theft to Delegates' personal property (unless this results from our negligence); and
- (c) save for the Ticket Fee (which will be refunded in accordance with clause 6.4 or clause 6.5), any losses incurred due to cancellation of the Conference for the reasons specified in clause 6.4 including, but not limited to: travel costs and accommodation costs,

8.4 It is the Delegates' responsibility to arrange suitable insurance cover in connection with their attendance at the Conference.

Food safety

8.5 **We cannot be held liable for adverse reactions suffered by Delegates as a result of allergies or food intolerances if we have not been provided with this information prior to the Conference in accordance with clause 3.3.**

And the attendee bears sole responsibility to check with the caterer/catering staff on the day of the event about their special dietary requirements.

9. Recording

9.1 During the Conference, we may take photographs, video recordings, audio recordings, or livestream recordings ("**Recordings**").

9.2 By making a Booking, you confirm that the Delegates grant us permission to take such Recordings.

9.3 Any Recordings taken will be used solely for the following purposes:

- (a) for our internal purposes;
- (b) for advertising and promotional materials for the Website and for future conferences;
- (c) for distribution to attendees.

9.4 If a Delegate does not wish to have Recording taken of them, they must let us know on arrival to the Conference.

9.5 Any Recordings will be processed strictly in accordance with our Data Protection Notice.

9.6 If you are making a Booking on behalf of Delegates, it is your responsibility to inform them of this section.

10. Data Protection

10.1 Each party must comply with its obligations under Data Protection Laws in respect of all Personal Data processed under this agreement.

10.2 By making a Booking on behalf of Delegates, you confirm that you have, and will maintain throughout the term of this agreement, all appropriate consents, permissions,

authorisations, processing grounds, lawful bases and licences to all use of the Delegate Data, including ensuring the providing appropriate privacy notices to such Delegates, covering the processing of the Delegate Data by us for the purpose of the Booking.

10.3 By providing us with the Delegate Data on the Booking Form, Delegates allow us to process their Personal Data in accordance with our Data Protection Notice, and as necessary to do so in connection with the Conference. This may include, but is not limited to:

- (a) processing the Booking and issuing Tickets;
- (b) communicating key information and updates about the Conference to Delegates prior to the Conference;
- (c) confirming attendance of Delegates at the Conference;
- (d) taking Recordings of the Conference, in accordance with clause 9;
- (e) inserting the Delegates' names and organisations in a delegate list, which will be circulated to all other attendees and sponsors of the Conference ("**Delegate List**");
- (f) contacting Delegates following the Conference to provide them with information about future conferences or events we may host; and
- (g) contacting our catering supplier(s) in the event that a Delegate has any food allergies, intolerances or other dietary preferences.

10.4 If a Delegate **does not** wish to be included on the Delegate List or contacted following the Conference, you should let us know on the Booking Form.

10.5 **We will only provide Delegate Data to third parties where Data Protection Laws either requires or allows us to do so.**

10.6 We will notify you without undue delay if we become aware of a breach of our obligations around Personal Data.

11. **Other important terms**

11.1 If a court finds any part of our contract with you illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.2 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

These terms are governed by English law and you can bring legal proceedings in respect of this contract in the English courts.

Annex 1

BACO logo	the BACO International logo;
Booking	a request by you for Ticket(s) to attend the Conference;
Booking Form	the booking form which states that it is subject to the Terms;
Catering Services	the catering services which ENTUK provides to Delegates during the Conference Dates;
Conference	the conference set out in the Booking Form hosted by ENTUK;
Conference Dates	the dates of the Conference as set out in the Booking Form;
Data Protection Laws	(a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data; or (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the party is subject, which relates to the protection of Personal Data;
Data Protection Notice	ENT's data protection notice located at: Data protection notice (entuk.org);
Delegate	the person who has had their attendance at the Conference confirmed by ENTUK;
Delegate Data	Information relating to Delegates provided to us in connection with the Conference, which will include Personal Data;
Delegate Material	the pack containing key materials and information relating to the Conference, provided by ENTUK to Delegates;
EU GDPR	the General Data Protection Regulation ((EU) 2016/679);
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets) and

all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which exist or will exist now or in the future in any part of the world;

Personal Data	has the meanings given to it in the Data Protection Laws;
PO Number	the purchase order number provided to an organisation / trust following payment of the Ticket Fee;
Terms	the terms and conditions set out in this document;
Ticket	a ticket and/or booking confirmation, containing the booking reference number and link to these Terms, issued following confirmation of a Booking for a Delegate attend the Conference;
Ticket Fee	the fee for the Ticket as specified on the Website;
Total Fee	the total fee payable for the Tickets;
UK GDPR	the EU GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time);
Venue	the location of the Conference as set out in the Booking Form;
we, us, our	ENTUK trading as British Academic Conference In Otolaryngology (BACO) And British Association of Otorhinolaryngology - Head and Neck Surgery (BAO-HNS) (registered in England and Wales with company number 06452601);
Website	www.entuk.org ; and
You	the person, business, or organisation specified on the Booking Form who either: <ol style="list-style-type: none">1. wishes to attend the Conference as a Delegate; and/or2. wishes to book a Ticket or Tickets on behalf of a Delegate, or Delegates.