

Standard Terms and Conditions for Scheduled Events and Courses held by UK Health Security Agency, an executive agency of Department of Health and Social Care, acting through Chemical, Radiation and Environmental Hazards

These terms and conditions apply between the person, firm, company or other entity specified on your booking form ("**you**" or "**your**") and UK Health Security Agency, an executive agency of Department of Health and Social Care, acting through Chemicals, Radiation, and Environmental Hazards of Chilton, Didcot, Oxfordshire, OX11 0RQ ("**UKHSA**" or "**we**" or "**us**" or "**our**") for delegate registrations for the event specified on the booking form ("**Event**"). Please read them carefully as they contain important information. By submitting your registration to attend the Event ("**your registration**") you agree to be bound by these terms and conditions to the exclusion of all other terms and conditions. If you do not agree to be bound by these terms and conditions we will be unable to accept your registration.

If you are submitting a registration on behalf of multiple delegates, you should ensure that each person attending is aware of these terms, and understands and accepts them.

1. Registration & confirmation

- 1.1 Your registration, by submitting a booking form (accessible through our website www.UKHSA-protectionservices.org.uk/rpt/resources/) is an offer to us to attend an Event. Upon registering to attend an Event, you will receive an automated acknowledgment of your registration from us.
- 1.2 Our acceptance of your registration will take place when you receive an automated acknowledgement from us at which point a binding contract will come into existence between you and us. We will use the contact details you provided at the time of registration. Please contact us if you have not received a confirmation email from us within 5 days of your registration.
- 1.3 We reserve the right, at our sole discretion, to refuse to accept your registration. You will be informed in writing.

2. Fees, Payment & Discounts

- 2.1 You will pay us a fee for the Event in accordance with the prices specified on our website [<https://www.UKHSA-protectionservices.org.uk/rpt/courses/>] (the "**Fee**")
- 2.2 Upon submitting the booking form, you will be required to pay the Fee. If you are using the downloaded version of the booking form, you will be asked to pay the Fee in advance of the Event by BACS or by contacting the Event administrator, details of whom are set on the reverse of the booking form.
- 2.3 Payment of the Fee is made in advance and confirms your place on the Event. Payment of the Fee must be received in full and in cleared funds by us from you in accordance with our payment terms from time to time in force but in any event not later than 14 days before the Event.

If payment of the Fee in full is not received 14 days before the Event, we may (at our sole discretion) either require such payment as a condition of your entry to the Event or refuse you entry to the Event. No refunds of any proportion of the Fee already paid (if any) will be made and any balance of the Fee will remain due and payable where entry to an Event is refused under this Condition 2.

- 2.4 Fees for each Event, where applicable, are correct at the time of publication. We reserve the right to change the prices at any time, but changes will not affect registrations which have already been accepted by us.
- 2.5 Prices quoted for an Event are exclusive of VAT and any other taxes. We reserve the right to charge VAT and any other taxes, if applicable.
- 2.6 If you are eligible for a discount, you must state your discount arrangement on your booking form. If you register for an Event under a discount arrangement you must provide evidence of eligibility for the discount when requested or be liable to pay the full fee.
- 2.7 Discounts can only be applied at the time of registration. All discounts are subject to our approval.

3. Cancellation & Delegate Substitution

- 3.1 You may cancel your registration at any time. Cancellation may, at our discretion, incur the following cancellation fees:
 - 3.1.1 if you cancel your registration less than 28 days, but more than 10 days before the Event, 20% of the Fee is payable; or
 - 3.1.2 if you cancel your registration less than 14 days before the Event or if you fail to attend the Event, the Fee remains payable in full.
- 3.2 We will refund any portion of the Fee you have paid which is due to you within 30 days of receipt of your cancellation. You acknowledge that the refund of the Fee in accordance with this Condition 3 is your sole remedy in respect of any cancellation of your registration by you and that we expressly exclude all other liability.
- 3.3 All cancellations must be sent by email to UKHSA.RP-training@UKHSA.gov.uk and must be received by us (telephone cancellations are not accepted).
- 3.4 If you are unable to attend the Event for any reason, you may email us at UKHSA.RP-training@UKHSA.gov.uk prior to the date of the Event, with the name of a colleague from your organisation who will attend on your behalf. On receipt of your email we will make the substitution. Telephone notice of substitution will not be accepted.
- 3.5 Subject to Condition 3.4, in all other respects delegate registrations are issued for your personal use only and cannot be shared with any person during the Event. You may not purchase registrations as agent for any third party or sell or otherwise transfer your registration to others or exploit the registration commercially or non-commercially in any way without our prior permission.

4. Event Changes

- 4.1 We may (at our sole discretion) change the format, speakers, participants, content, venue location and programme or any other aspect of the Event at any time and for any reason, whether or not due to a Force Majeure Event, in each case without liability.
- 4.2 "**Force Majeure Event**" means any event arising that is beyond our reasonable control including (without limitation) to speaker or participant cancellation or withdrawal, supplier or contractor failure, venue damage or cancellation, health scares, industrial dispute, governmental regulations or action, military action, fire, flood, disaster, civil riot, acts of terrorism or war.
- 4.3 We may (at our sole discretion) change the date or cancel an Event at any time for any reason. Where we change the date or cancel the Event for any reason except due to a Force Majeure Event (in which case the terms of Condition 10 shall apply) we shall offer you the option of attending any rearranged Event that we choose to organise (acting in our sole discretion). If you promptly notify us in writing before the date of the Event that you do not wish to attend the rearranged Event or if we elect not to rearrange the Event then you will (as your sole remedy) be entitled, at your discretion, to receive either a credit note or a refund in respect of the Fee received by us.
- 4.4 Where a Force Majeure Event has or may have (in our sole discretion) an adverse impact on: (i) our ability to hold the Event at the planned venue or on the planned date; or (ii) the Event generally, then we shall be entitled but not obliged to either: (i) provide alternative facilities or venue for the Event; and/or (ii) reschedule the Event. Any of the Fee received by us shall be applied to any rearranged or rescheduled Event held pursuant to this Condition 4.4 and you shall not be entitled to object to such rearranged or rescheduled Event or have any right to claim any compensation in respect thereof. These terms and conditions shall apply to the rearranged or rescheduled Event. If we are unable, or elect not to rearrange or reschedule the Event pursuant to this Condition 4.4, then you will (as your sole remedy) be entitled to receive either a refund or credit note in respect of the Fee received by us.
- 4.5 To the fullest extent permitted by the applicable law, we shall not be liable to you for any loss, delay, damage or other liability incurred resulting from or arising in connection with the cancellation or date change of the Event howsoever arising or any venue change. You acknowledge and agree that the provisions of Conditions 4.3 and 4.4 set out your sole remedy should the Event date be changed or cancelled and all our other liability is expressly excluded.

5. Intellectual Property

- 5.1 You acknowledge that we are the sole owner (subject to any third party rights) of all intellectual property rights in any materials provided to you prior to, during or following, the Event.

6. Conduct of delegates

- 6.1 You agree to comply with all reasonable instructions issued by us or the venue owners at the Event.

We may refuse admission to, or eject from the Event, any person who fails to comply with these terms and conditions or who in our opinion represents a security risk, nuisance or annoyance to the running of the Event. If this happens, we will not be liable to refund your Fee or any part of it.

- 6.2 You will not cause any damage to any part of the Event venue (including the interior, exterior, fixtures and fittings). You are solely liable for any damage caused by you, your employees, contractors and agents, to any such area of the venue and will reimburse us fully for any damage so caused.
- 6.3 Please keep your personal belongings with you at all times during the Event. We accept no liability for any damage to, or loss or theft of any of your belongings or other items brought to the Event by you.
- 6.4 We may (at our sole discretion) refuse admission to, or eject from the Event, any person, including (without limitation) any person who fails to comply with these terms and conditions or who in our opinion represents a security risk, nuisance or annoyance to the running of the Event. You agree to comply with all reasonable instructions issued by us or the venue owners at the Event.

7. Photography, filming and sound recording

- 7.1 Unauthorised photography of the Event and the recording or transmitting of audio or visual material from the Event is expressly prohibited.
- 7.2 We may wish to film or photograph the Event and reserve the right to do so for our own internal use and future promotional use. If we are filming or taking photographs, we will notify you on the day of the Event and you should tell us if you do not consent to being filmed or photographed.

8. Personal information

- 8.1 By submitting your details on the booking form, you agree that we will use your personal information for the purpose of communicating with you in preparation for, and follow up from, the Event. We may also pass your personal information to our third-party partners who need to have it for the purposes of delivering the Event. Your booking form will give you the option to receive other communication from us if you so wish.
- 8.2 We will use your personal information in accordance with our Privacy Policy available at <https://www.gov.uk/government/organisations/public-health-england/about/personal-information-charter>.
- 8.3 You may amend, update or delete your personal information at any time, as set out in our Privacy Policy.
- 8.4 If you have any questions or concerns about the personal information we hold about you in relation to the Event, please contact UKHSA.RP-training@UKHSA.gov.uk

9. Liability

- 9.1 To the fullest extent permitted by the applicable law, we exclude: (a) all liability for loss, injury or damage to persons or property at the Event; (b) all indemnities, warranties,

representations, terms and conditions (whether express or implied); and (c) any actual or alleged indirect loss or consequential loss howsoever arising suffered by you or any loss of profits, anticipated profits, savings, loss of business revenue, loss of business, loss of opportunity, loss of goodwill, or any other type of economic loss (whether direct or indirect). If we are liable to you for any reason, our total liability to you in relation to the Event (whether under these terms or conditions or otherwise) is limited to the amount of the Fees received by us.

- 9.2 You accept and acknowledge that neither we nor the venue maintain insurance covering any delegate property or delegate liability and these remain the responsibility of delegates.

10. Force Majeure

- 10.1 If, by reason of any Force Majeure Event, we are delayed in or prevented from performing any of our obligations under these terms and conditions, then such delay or non-performance shall not be deemed to be a breach of these terms and conditions and no loss or damage shall be claimed by you by reason thereof. Our obligations shall be suspended during the period of the delay or non-performance and UKHSA and you shall each use reasonable endeavours to mitigate the effect of the Force Majeure Event. The provisions of this Condition 10.1 are subject to the provisions of Condition 4.

11. Variation

- 11.1 We reserve the right to amend these terms and conditions from time to time. However, you will be subject to the terms and conditions in force at the time you submit your registration.

12. Third Party Rights

- 12.1 No person other than you and UKHSA shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 (the "Act") or otherwise) to enforce these terms and conditions between us without the prior written agreement of you and UKHSA.

13. Governing Law & Jurisdiction

- 13.1 This Agreement is governed by English law and you submit to the exclusive jurisdiction of the English courts. Nothing in this Condition 13 shall prevent or restrict us from pursuing any action against you in any court of competent jurisdiction.