

Congress Terms and Conditions

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1. Definitions

In these terms and conditions (**Conditions**) the following expressions shall, unless the context otherwise requires, have the following meanings:

Agreement means the agreement between the Delegate and the Organiser in respect of the Congress and these Conditions;

BOA website means the Congress page(s) of www.boa.ac.uk;

Cancellation Policy means the policy of the Organiser as set out in the Congress cancellation policy on the BOA website;

Code of Conduct means the congress code of conduct as set out in the Congress code of conduct on the BOA website;

Confirmation Email means the email sent by or on behalf of the BOA to confirm that the Congress Registration Form has been accepted and a place at the Congress has been allocated;

Congress means the particular BOA Congress including any related events the name and date of which are stated in the Congress Confirmation Email;

Congress Registration Form means the congress registration form available on the BOA website enabling registration at and payment for the relevant Congress;

Contract means the binding contract relating to the acceptance by the Organiser of the Delegate's registration at the Congress in accordance with Condition 3 below;

Delegate means any person who has been accepted at and registered to attend the Congress under the Contract;

Programme means the congress programme (including the instructional, educational and scientific programme) that is included on the Congress section of the website;

Organiser means the British Orthopaedic Association, a private company limited by guarantee incorporated and registered in England and Wales (company number 3482958) and a registered charity (charity number 1066994) whose registered office is at 35-43 Lincoln's Inn Fields, London WC2A 3PE;

Venue means the rooms, halls and centre in which the Congress takes place;

Venue Owner means the proprietor or operator of the Venue, together with its agents, employees and contractors.

All words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.

Headings in these Conditions are used for convenience only and shall not affect the construction or interpretation of these Conditions.

2. **Duration of Congress and Programme**

Details of the Congress and the Programme including the dates and times will be stipulated in the Confirmation Email.

3. **Contract formation**

Applications for attendance at the Congress should be made by completing the Congress Registration Form on the BOA website including payment

The Organiser reserves the right to refuse any application.

A binding contract shall come into force only when the completed Congress Registration Form is accepted by the Organiser and the Confirmation Email is sent to the applicant.

4. **Price and payment**

The fees applicable to the relevant Congress are shown on the BOA website. All sums stated are exclusive of VAT at the prevailing rate, which (if applicable) the Delegate shall pay to the Organiser in addition.

Please note that onsite registration fees will include an additional administration charge and therefore it will be cheaper for applicants to register in advance.

BOA Members are entitled to attend the Congress without charge provided they meet two of the following criteria:

- UK Members must have made a successful full or part payment towards their annual subscription by 31st March.
- Overseas members (those without a UK bank account) must have paid their subscription in full by 31st March.
- Members must register during the free registration period (3rd April – 1st June).

New applicants who apply to join the BOA between the 1st January - 17th March 2017 can register for the Congress for free during the free registration period. **Full or part payment of your subscription must be completed by 31st March.**

Applications for election to the BOA can take between 1-2 months dependant on all correct documentation being received, referee checks being completed were applicable and approved.

5. **Provision of services and discretion**

The Organiser shall be entitled to:

- (a) change the Programme;
- (b) alter the dates, hours, and/or duration of the Congress or any part of the Programme;
- (c) refuse any Delegate admission to any event within the Programme where the particular session/event is full;
- (d) refuse admission on the basis that the Delegate does not have a valid Badge;
- (e) charge a reasonable fee for replacement Badges;
- (f) remove from the Congress any Delegate who, in the sole opinion of BOA or its agents, employees or subcontractors or the Venue Owner, is in breach of the Code of Conduct and/or is deemed to be acting inappropriately;
- (g) change or vary these Conditions and any congress policies available on the BOA website at any time, or permit exceptions in special circumstances.

Save for changes to the Programme made at short notice (short notice being five working days or less) the Organiser shall use reasonable endeavours to communicate any changes to the Programme to Delegates in advance of the Congress.

In addition the Organiser will use reasonable endeavours to ensure that any technical problems do not interfere with the provision of the Congress. In the event that technical problems interfere with the Congress this will not be treated as a breach of the Organiser's obligations to Delegates.

6. **General Obligations of Delegates**

Delegates shall:

- (a) abide by the Code of Conduct;
- (b) wear their Badge in plain sight at all times;
- (c) report the loss of a Badge to the registration desk for a replacement;

- (d) accept all responsibility for their personal property;
- (e) not leave any personal property unattended;
- (f) make their own arrangements with respect to personal and travel insurance;
- (g) make and fund their own arrangements with respect to travel and accommodation;
- (h) not film, record or photograph during the Congress unless the prior written consent of the BOA has been granted;
- (i) not allow any third party to use their Badge to gain access to the Congress or otherwise;
- (j) observe all instructions and regulations (in particular fire and health and safety regulations) laid down by the Venue Owner;
- (k) be responsible for having their Ticket scanned on arrival at the Congress in order to claim CPD points for attendance. (The ticket is sent via email to delegates when they registered online, it states their registration unique ID number).

7. Intellectual property rights

All intellectual property rights (including copyright) in or arising out of or in connection with the Congress including any materials or documents provided to Delegates as part of the Congress are owned by the BOA.

Delegates may not use the materials, documents or other items supplied in connection with the Congress for any commercial purpose.

Filming, recording or photography during the Congress is Strictly Prohibited unless the prior written consent of the BOA has been obtained.

8. Limitation of liability

Nothing in these Conditions shall limit or exclude the Organiser's liability for:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- b. fraud or fraudulent misrepresentation.

Subject to the above Conditions 8a and 8b:

- c. the Organiser shall under no circumstances whatever be liable to the Delegate, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement; and
- d. the Organiser's total liability to the Delegate in respect of all other losses arising under or in connection with the Agreement, whether in contract or tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the fee paid by the Delegate and in circumstances where the Delegate has not paid a fee then the maximum Delegate fee applicable to the Congress.

9. Cancellation by Organiser/Force Majeure

The Cancellation Policy applies to the Congress and can be found on the BOA website. Where the Congress is cancelled in accordance with the Cancellation Policy the Delegate agrees and acknowledges that he will have no further claim whatsoever against the Organiser in respect of such cancellation.

The Organiser will not be liable or responsible for any failure to perform or delay in the performance of any of its obligations under these Conditions that are caused by events outside the Organiser's reasonable control (**Force Majeure Event**). A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond the organiser's reasonable control and includes in particular (without limitation) the following: strikes or other industrial action; civil commotion, riot, invasion, war, terrorist attack or threat of terrorist attack; fire, storm, flood or other natural disaster; impossibility of the use of railway, shipping, aircraft, motor transport or other means of public or private transport or delays in relation to such transport; or impossibility of the use of public or private telecommunication networks.

The Organiser's obligations under these Conditions are suspended for the period that the Force Majeure Event continues and provided that if the Force Majeure Event renders, in the organiser's sole opinion, the Congress not viable whether from a financial or logistical point of view then the Organiser may cancel, curtail or postpone the Congress.

If the Organiser postpones the Congress to another date (and/or place) the Organiser will offer Delegates the opportunity of attending the alternative Congress subject to payment of any increase in the Delegate's fee or refund if the Delegate fee is reduced. If the Congress is cancelled as a result of a Force Majeure Event the Organiser will refund the fees (if any) paid by Delegates on the basis of any sums remaining to the Organiser after satisfying all of its obligations in respect of the cancelled Congress. As a consequence, Delegates acknowledge that, on this basis, it may be that no refund is possible.

10. Additional Regulations and Fire Precautions

Delegates must comply with all statutory local and other regulations or requirements and bye-laws which affect or apply to the Congress or the Venue and in particular any fire regulations.

Delegates must comply with all other instructions and regulations laid down by the Venue Owner.

11. Termination and Withdrawal

Without prejudice to any other rights it may have, the Organiser may terminate the Agreement by notice in writing:

- (a) if the whole or any parts of the amounts due from the Delegate to the Organiser are not paid within fourteen days of the due dates (whether formally demanded or not);
- (b) if the Delegate fails to observe and fulfil any of the terms of the Agreement.
- (c) if the Delegate has registered for free as a member but has not met all the qualifying conditions;

12. Assignment

Delegates shall not assign or transfer their rights under the Agreement in whole or in part and acknowledge that registration at the Congress is non-transferable.

13. General

The parties acknowledge that Conditions 5(f) and 10 of the Agreement may be enforced by the Venue Owner pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999 but that no other party who is not a party under the Agreement shall have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

If at any time one or more provisions contained in these Conditions is or becomes invalid, illegal or unenforceable in any respect this shall not affect the validity, legality or enforceability of the remaining provisions which shall remain in full force and effect.

The law governing the Agreement shall be the law of England and Wales and the parties shall submit to the exclusive jurisdiction of the English Courts.