



The British Association of Aesthetic Plastic Surgeons

INTRODUCTION

1.1 Please read these Terms and Conditions carefully and make sure that you understand them before you book, as described in Clause 2.1.1 and 2.1.2 respectively below ("**Booking**"). **Your attention is drawn in particular to Clause 4.1 (Cancellation by you) and Clause 5 (Liability)**. We recommend that you print a copy of these Terms and Conditions for future reference.

1.2 These Terms and Conditions, together with any terms and conditions stated on the Booking Form (together, the "**Ticket Terms and Conditions**") govern the agreement between the company specified on the Booking Form which sells tickets for and / or organises an Event ("**we**", "**us**" and/or "**our**") and the person making the booking as set out on the Booking Form ("**you**" and/or "**your**") (together, the "**Parties**") in connection with your purchase of a ticket for, and attendance at, the event, exhibition, conference or award specified in the Booking Form (the "**Event**"), whether such Event takes place at a physical venue or digitally, including via a website or teleconference.

1.3 Where you purchase Event tickets on behalf of another delegate or multiple delegates (the "**Delegates**"), such Delegates will be bound by these Ticket Terms and Conditions and any terms and conditions stated on the Booking Form and you agree to procure their compliance with the same.

1.4 In the event of any inconsistency, conflict or ambiguity between the Terms and Conditions and any terms and conditions stated on the Booking Form, the provisions of these Ticket Terms and Conditions shall apply.

1.5 Any queries regarding the Event or the Ticket Terms and Conditions, including any special access requirements, should be sent to Secretariat@baaps.org.uk prior to you submitting a Booking Form.

2. BOOKING AND PAYMENT

2.1 Tickets may be purchased online only.

2.1.2 To purchase a ticket or tickets for an Event online, you must use the relevant Booking Form via our website in accordance with the instructions set out therein.

2.2 You will ensure the information you provide on your Booking Form is accurate, including in particular in respect of your contact details (which we will use to contact you from time to time and in accordance with these Ticket Terms and Conditions).

2.3 Submitting a Booking Form in any manner provided for under Clause 2.1 above constitutes an offer by you to purchase a ticket or tickets for the Event in accordance with



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the Ticket Terms and Conditions. The Ticket Terms and Conditions apply to the booking of all Event tickets to the exclusion of all other terms and conditions.

2.4 Where there is a price to attending the Event (as set out on your Booking Form, plus VAT as applicable) (the "**Fee**"), you shall pay the Fee by credit card or debit card or by payment of our invoice (as applicable to your booking) (the "**Payment Methods**").

2.5 If your Payment Method is a credit or debit card, you authorise us to take payment for the Fee from the credit or debit card chosen by you.

2.6 If your Payment Method is payment of our invoice, following confirmation of your booking we will issue you with an invoice for the full price of your Event ticket. The Fee must be paid immediately upon receipt and received before the event.

2.7 Unless otherwise stated within your Booking Form, the Fee covers your entry for the duration of the Event only and is exclusive of all travel, accommodation, insurance and other costs (all of which must be arranged and met by you).

2.8 Where a Fee applies to your booking, you shall pay the Fee in full without any deduction or withholding except as required or permitted by law. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

3. ATTENDANCE AT THE EVENT

Compliance with instructions and regulations

3.1 Whilst attending the Event you and your Delegates will comply with:

3.1.1 all applicable law, including (but not limited to) all health and safety legislation and requirements;

3.1.2 all instructions given by us or on our behalf, including (but not limited to) in relation to any security arrangements; and

3.1.3 the terms and conditions of the Event venue.

Safety and security

3.2 You and your Delegates are responsible for ensuring your own safety and security whilst attending the Event. Save as set out at Clause 5.1, we shall not be liable for any loss or damage suffered by you. You will promptly observe and comply with all applicable health and safety and COVID-safe protocols issued by us or on our behalf and you acknowledge that any failure to do so will constitute a material breach of this Agreement.



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Filming and photography

3.3 We may, at our discretion, choose to photograph, film, broadcast or record the Event. Subject to Clause 3.4, you grant us an irrevocable licence to use and sublicense the use of your and any Delegate's name, voice, likeness, image and any contribution made by you or any Delegate at or to the Event in any and all media (whether now known or hereinafter invented) throughout the world and in perpetuity.

3.4 You must notify us at least 48 hours prior to the Event if you or any Delegate do not wish for your or their name, voice, likeness, image and/or contribution to be used in accordance with Clause 3.3. All such notices must be sent to secretariat@baaps.org.uk

3.5 On the basis that other Event attendees may not wish for their name, voice, likeness, image and/or contribution to be used in accordance with Clause 3.4, we are unable to permit you to photograph, film, broadcast or record the Event without our express prior approval.

3.6 You or a Delegate's name, voice, likeness, image or contribution may constitute personal data under the Data Protection Regulations if you can be identified from it. We will process such personal data in accordance with our privacy policy which can be found here: https://baaps.org.uk/members/website_privacy_policy.aspx

3.7 We reserve the right to refuse you entry to the Event, or subsequently remove you or any Delegate from the Event, where you or any Delegate fail to comply with the Ticket Terms and Conditions.

Digital Events

3.8 Clause 3.8 to 3.15 relate to your and your Delegates' obligations in respect of Events which are available via digital means and accessible to you via our website <https://baaps.org.uk> (the "Website") on the internet.

3.9 In respect of any digital Content which you and your Delegates access as part of the Event:

3.9.1 We will carry out our obligation to provide you with Content with reasonable skill and care.

3.9.2 We shall endeavour to provide constant, uninterrupted access to the Website and the Content, but we cannot and do not guarantee to do so. Access to our Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Website without notice. Any schedule for delivery of Content provided includes estimate delivery times only. Delivery of Content involves the services of third parties, and, as set out in Clause 11.3, we will not be liable for any delay or failure to deliver Content caused by our delivery services provider(s).



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3.9.4 You are responsible for making all arrangements necessary for you to have access to the Content, whether it is made available via our website, teleconference, or other digital means.

3.10 Where requested by us, you shall, or where applicable each of your Delegates shall, set up a username and password on the Website (or other digital means) provided to access the Content. You acknowledge and agree that all username(s) and password(s) are personal to the applicable Delegate(s) and you shall ensure, as a principal obligation of these Ticket Terms and Conditions, that the Delegate(s) shall treat such logins, passwords and other Delegate identification as confidential and not disclose, share or transfer them to any person. You must notify us immediately of any unauthorised use of them or any other breach of security regarding our website, teleconference or other digital means that comes to your attention. Without prejudice to any other right or remedy available to us, we have the right to disable any username, password, or other Delegate identification at any time if, in our sole opinion, you or any Delegate has failed to comply with this clause. We may monitor usage to detect non-compliance with this clause including unauthorised password sharing.

Content

3.11 You agree that you shall, and shall procure that your Delegates shall, only access, use, reproduce, modify, license, download, print or otherwise make available the Content for your own business use within your company. Neither you nor your Delegates may provide the Content to any individuals outside your company, nor to any individuals within your company who are not Delegates, without our prior consent.

3.12 We grant you a limited, non-exclusive, non-transferable licence to use the Content for the duration of these Ticket Terms and Conditions in accordance with these Ticket Terms and Conditions. This licence is limited to the number of Delegates to which your booking relates.

3.13 You agree that you:

3.13.1 shall not use the Content to develop or provide, directly or indirectly, any product or service that competes with our business or any of our Partner's/Affiliates' businesses;

3.13.2 shall not use the Content in any way which might infringe any third-party rights, including third party Intellectual Property Rights;

3.13.3 shall not, to the extent the Content contains Personal Data, share that Personal Data with any third party or use the Personal Data other than for purposes for which the Content is expressly provided;

3.13.4 shall, to the extent the Content contains Personal Data, comply with any obligations you may have under Data Protection Legislation;

3.13.5 shall not use the Content in any way that is contrary to applicable law;



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3.13.6 shall not modify, decompile or reverse engineer any software supplied as part of the Content;

3.13.7 shall not alter any copyright notice or other notices indicating rights in Content; and

3.13.8 shall not commercially exploit the Content.

3.14 We, or our content providers, are the owners or licence holders of the intellectual property rights in the Content. Subject to clause 3.10, you acknowledge and agree that nothing in these Terms shall be construed to transfer any intellectual property rights in the Content to you.

3.15 Digital Content may contain links to third party websites. You are responsible for deciding whether to access a third-party website and your use of third-party websites will be governed by the terms of that third-party website. We have no responsibility for any aspect of third-party websites.

3.16 For the purposes of these Ticket Terms and Conditions, “**Content**” means the webinars, roundtables, speaking slots, publications, articles, materials, documents, data, research, reports and/or other information that is provided to you and your Delegates by us or one or more of our Partners/Affiliates as part of or in connection with the Event, in any format (whether digital or print).

3.17 The Content is provided to you for general information purposes only and does not address individual requirements. It is not intended to amount to advice, recommendations, representations or endorsements on which you should rely. You should obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of any Content.

4. AMENDMENTS, CANCELLATION AND POSTPONEMENT

Cancellation by you

4.1 You shall be entitled to cancel your booking and receive a refund of the Fee if notice is given with a full 72 hours’ notice prior to the event. Should there be less than 72 hours’ notice, no refunds will be issued, whether under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or otherwise.

Amendments to the Event

4.2 We may, at our sole discretion and without liability to you, make changes to the Event timings, content, schedule and/or location (provided that any change in location shall be within a reasonable distance of the location previously advertised). Any change in the Event date(s) shall be subject to Clause 4.3 or 4.4, as applicable.



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4.3 We reserve the right to alter the medium in which the Event is to be delivered (i.e. in person or virtually) and shall give you reasonable notice of any such alteration. If an Event is altered from in-person to virtual or vice versa we shall not be liable to you for any amounts including for any refund of the Fee paid.

Cancellation or postponement of the Event for Reasons Outside of Our Control

4.4 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Ticket Terms and Conditions that is caused by Reasons Outside Our Control, except as otherwise set out in this Clause 4.4.

In the event that it is necessary to cancel or postpone the Event as a result of any Reasons Outside of Our Control (as decided by us in our sole discretion), we will endeavour to arrange a replacement Event and, in such circumstances, your booking and the Ticket Terms and Conditions shall apply to such replacement Event. You acknowledge that this shall constitute your sole remedy, and our only liability to you, in such circumstances.

“Reasons Outside of our Control” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, or failure of any third party (or their services) including any subcontractor or supplier.

Cancellation or postponement for any other reason

4.5 In the event that it is necessary to cancel or postpone the Event as a result of a reason not covered by Clause 4.4, or cancel your Booking due to you not meeting the eligibility criteria provided by us (including via our Website), we will refund you the amount of the Fee. You acknowledge that such refund shall constitute your sole remedy, and our only liability to you, in such circumstances.

5. LIABILITY

5.1 Other than as expressly stated in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

5.2 Nothing in the Ticket Terms and Conditions shall exclude or restrict our liability to you for death or personal injury resulting from our negligence, the negligence of our employees in the course of their employment, or any other liability which cannot be excluded by law.

5.3 Subject to Clauses 5.1 and 5.2, we shall not be liable for: (i) loss of profits; (ii) loss of business; (iii) depletion of goodwill and/or similar losses; (iv) loss of anticipated savings; (v) loss of goods; (vi) loss of contract; (vii) loss of use; (viii) loss due to corruption of data or



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information; (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; (x) inaccuracies in Content or unavailability of Content or delay in delivery of Content; or (xi) loss or corruption of data ((i) to (x) together being "Losses"), whether or not we were advised of the possibility of such loss by you, any Delegate or any third party.

5.4 The views expressed by any speakers at the Event are their own. We shall not be liable for the views, acts or omissions of any such speaker or any other attendee at the Event. Any information given or distributed as part of the Event shall not constitute advice and should not be relied upon.

5.5 Subject to Clause 5.1 and 5.2, our maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of our obligations under the Ticket Terms and Conditions shall be limited to a sum equal to the amount of the Fee.

5.6 You shall indemnify us and keep us indemnified from and against all claims, damage, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands or liabilities arising out of or in connection with any breach by you or your Delegates of the Ticket Terms and Conditions.

5.7 You and the organisation specified on the Booking Form (if any) shall be jointly and severally liable for performance of your obligations in accordance with the Ticket Terms and Conditions, and you hereby warrant and represent that you have all necessary authority, consents and approvals to bind such organisation (if any) to the extent set out in this Clause 5.7.

6. ANTI-BRIBERY

6.1 We shall comply with our anti-bribery and anti-corruption policies (available to you on request) as updated from time to time.

7. DATA PROTECTION AND USE OF INFORMATION

7.1 We will use any personal data you provide to us in connection with your registration and attendance at the Event in accordance with our privacy policy which can be found here: https://baaps.org.uk/members/website_privacy_policy.aspx. You will make available to all Delegates or other data subject(s) whose personal data you may provide to us a copy of or link to our privacy policy.

7.2 Where a Booking Form is completed on behalf of any Delegate, the person completing the Booking Form warrants that he/she has the authority to do so.



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8. MISCELLANEOUS

Entire agreement

8.1 The Ticket Terms and Conditions together with our Website Terms and Conditions and Privacy Policy constitute the entire agreement between the Parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations, and understandings between the Parties, whether written or oral, relating to its subject matter.

8.2 Both Parties agree that they shall not have any remedy in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Ticket Terms and Conditions or our Website Terms and Conditions or Privacy Policy, and further that they shall have no claim for innocent or negligent misrepresentation based on any statement in the Ticket Terms and Conditions and our Website Terms and Conditions and Privacy Policy.

Assignment

8.3 We may assign, mortgage, charge, subcontract, delegate or declare a trust over any or all our rights and obligations under the Ticket Terms and Conditions to or for the benefit of any person (including a natural person, corporate or unincorporated body (whether or not having separate legal personality)). Save as set out at Clause 4.2, you shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Ticket Terms and Conditions without our prior written consent.

Third party rights

8.4 The Ticket Terms and Conditions are personal to the Parties, and no third party shall have any rights, including under the Contracts (Rights of Third Parties) Act 1999, to enforce the same.

Waiver

8.5 No failure or delay by us in exercising any right or remedy provided under this the Ticket Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict our further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict our further exercise of that or any other right or remedy.

Severance

8.6 If any provision or part-provision of the Ticket Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent



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necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 8.6 shall not affect the validity and enforceability of the rest of the Ticket Terms and Conditions.

Rights and remedies

8.7 The rights and remedies provided under the Ticket Terms and Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

9. APPLICABLE LAW AND JURISDICTION

9.1 These Ticket Terms and Conditions, their subject matter and their formation, are governed by English law.

9.2 The courts of England and Wales shall have exclusive jurisdiction to settle any disputes arising in connection with these Ticket Terms and Conditions (including any noncontractual terms). However, if you are a consumer and are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you have any questions regarding these, please contact secretariat@baaps.org.uk