

TRAINING & EVENTS: DELEGATE TERMS AND CONDITIONS

1. GENERAL INFORMATION

Ecctis Limited is a company registered in England and Wales at Companies House with company number 02405026 and registered office address Suffolk House, 68-70 Suffolk Road, Cheltenham, GL50 2ED (“**Ecctis**”). Our VAT registration number is GB 535 71 04 56.

You can contact Us by sending an email to events@ecctis.com. These terms and conditions apply where You book and/or attend training or events (“**Event(s)**”) operated by Ecctis. Events may also be branded as UK ENIC or other brands associated with Ecctis. Events may include:

- In-person or online training
- Webinars
- In person or digital events and conferences

In these Terms and Conditions:

- “**We**”, “**Us**” or “**Our**” means Ecctis Limited
- “**You**” or “**Your**” means the person booking and/or attending the Event.

These terms and conditions should be read in conjunction with our privacy notice which can be found at [[Privacy Notice \(ecctis.com\)](https://www.ecctis.com/privacy-notice)] or at such other domain address as notified to You by Us from time to time (“**Privacy Notice**”).

These terms and conditions may have changed since you last reviewed them. We reserve the right to amend these terms and conditions without notice to You. However, the terms which apply to your order will be those in force at the time you submitted your order to us.

When booking and/or attending an Event, You agree to be bound by these terms and conditions and any other documents referred to in them.

Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you.

These terms are only available in English. For the purposes of these terms, you are a ‘**consumer**’ if you are buying services from our site as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. You are a ‘**business customer**’ if you are buying services from our site for purposes relating to your trade, business, craft or profession. Some terms only apply if you are a consumer and other terms only apply if you are a business customer, so please make sure you read these terms carefully.

You must be aged 16 or over to book and/or attend an Event . If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.

2. BOOKING AND PAYMENT

- 2.1 Event bookings must be made via our online booking platform at [[Training Schedule \(ecctis.com\)](https://www.ecctis.com/training-schedule)] . If you are a consumer, you must book for yourself individually and you cannot make bookings for other attendees.

- 2.2 If you are a business customer booking on behalf of someone else, you are responsible for their adherence to these terms and conditions and you warrant to Us that each attendee has been provided with a copy of these terms and conditions.
- 2.3 Please check your booking carefully and correct any errors before you submit it to us.
- 2.4 After You submit your booking, this does not mean that your booking has been accepted by Us. Submission of the booking form by You is an offer to buy services from us on these terms.
- 2.5 Acceptance of your booking by Us takes place when we send you an order confirmation email, at which point a legally binding contract is formed between you and us on these terms.
- 2.6 Sometimes we reject bookings, for example, because we can't verify your age, because the Event was mispriced by us or because the Event was oversubscribed. When this happens, we let you know as soon as possible and refund any sums you have paid. We have the right to reject any booking for any reason.
- 2.7 Where we realise an Event has been mispriced after we have sent you a confirmation email, we can cancel your booking and issue a full refund if this was a genuine mistake and you could reasonably be expected to have noticed the mistake.
- 2.8 We will only accept Your booking and provide services on receipt of payment in cleared funds. A place at the Event will not be confirmed if payment is not received in accordance with the following terms:
- 2.8.1 **Payment via invoice.** We must receive payment in cleared funds no later than 28 days from the date of the invoice, or seven days prior to the date of the Event, whichever is earlier. Payments must include the invoice number or booking reference provided by Ecctis.
- 2.8.2 **Payment by credit or debit card.** Payment must take place at the time of booking unless otherwise agreed with an Ecctis account manager. If later payment agreed with an Ecctis account manager, payment must take place within 28 days of the booking date, or the day prior to the date of the Event, whichever is earlier.
- 2.8.3 **Payment via our online booking platform.** Payment must be made online at the time of booking via our payment processor.
- 2.9 Where payment is not made in accordance with clause 2.8 above, unless otherwise agreed by Us in writing, You will be deemed to have waived any and all rights for a place at the Event.
- 2.10 Where "Early Bird" discounts are offered for Events, such discount will only apply where payment has been received in cleared funds before the deadline provided in writing in the discount offer.
- 2.11 The price payable will be that provided on the online booking platform.
- 2.12 Where applicable, VAT will be payable on all fees in accordance with these terms and conditions. If the rate of VAT changes between your order date and the date we supply the service, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.
- 2.13 Payment will be waived in the following circumstances:
- 2.13.1 for qualifying Events, where You represent an organisation that has complimentary conference or training places, and the contact from the organisation in question who was granted the free place:

- (a) has confirmed that they wish to delegate one of their complimentary conference or training places to You; and
- (b) has the requisite unused conference or training places available.

2.13.2 You are a speaker at the Event; or

2.13.3 We have agreed to waive payment for attendance or where attendance is part of a commercial agreement with Us.

3. **EVENT CONTENT AND FORMAT**

3.1 We will endeavour to publish, or otherwise communicate, a description of the Event prior to booking. We will make reasonable efforts to describe the Event accurately at the time of booking.

3.2 We may also provide a provisional programme for Events, however:

3.2.1 programmes may not be available at the point of booking;

3.2.2 any programme provided is provisional and We reserve the right to alter published programmes.

3.3 Whilst every effort is made to deliver Event programmes as advertised, We reserve the right to alter the programme and content of Events at any time to reflect changes in relevant laws and regulatory requirements and to make minor technical adjustments and improvements.

3.4 Unless otherwise stated or agreed in writing at the time of booking, the price payable is for attendance and Event only and does not include peripheral costs such as:

3.4.1 food or subsistence;

3.4.2 travel costs including parking;

3.4.3 accommodation;

3.4.4 any other costs associated with attending the Event.

3.5 We reserve the right to change the date, time, venue, format or any other aspect of an Event at Our discretion and at any time prior to the date of the Event. We will use reasonable endeavours to give at least 21 days' notice of any such change to You prior to the date of the Event, though some changes may need to be notified with less notice. You can then contact us at events@ecctis.com to end the contract before the change takes effect and receive a refund for any services you've paid for in advance, but not received.

3.6 Every effort is made to ensure that the content of Events is relevant, accurate, and of a high quality, and We will provide Our services with reasonable care and skill in accordance with clauses 5 and 6 below, however:

3.6.1 Any content delivered or opinions expressed at Events (or in related materials) by employees or representatives of Ecctis is in the form of evidence-based opinion arrived at using expertise in the field and a well-developed methodology for comparing international qualifications. Whilst every effort is made to ensure the information provided is up-to-date and accurate, it is provided in an advisory capacity. We will not be liable for any direct, indirect, consequential or other losses suffered by You, Your employer or any other third party in the event of decisions being made based on information or advice provided by Us, whether or not the information provided is shown to be erroneous; and

3.6.2 Any content delivered or opinions expressed at Events (or in related materials) by exhibitors, third-party speakers, or any other individual not an employee of Ecctis are their own opinions and We cannot and will not accept liability for advice given or views expressed by them.

3.7 The participation of third parties in Our Events, such as speakers, sponsors and exhibitors should not be interpreted as an affiliation, or approval by Us of advice given, content provided or services offered by them.

3.8 We do not warrant the credibility or suitability of any visitor or delegate attending an Event.

3.9 Where Event content provides links to other websites or resources provided by third parties, these links are provided for information only and should not be interpreted as an affiliation, or approval by Us of advice or information given, or content or services delivered.

3.10 Links provided for access to online recordings permit single delegate access only and the distribution or sharing of any such link is not permitted without the express permission of Ecctis.

4. CANCELLATION AND SUBSTITUTION

4.1 All cancellation requests must be notified to Us via email to: events@ecctis.com.

For online Events (except online recordings)

4.2 For online Events, cancellation requests must be received by 5pm at least 3 days prior to the date of the Event.

4.3 Where a request is received more than 3 days prior to the Event You will be entitled to a refund, less a cancellation fee (plus VAT where payable) which is payable as follows:

4.3.1 £20 for Events with a standard booking fee of less than £150;

4.3.2 20% of the ticket fee for Events with a standard booking fee of £150 or more.

4.4 Where a cancellation request is received less than 3 days prior to the date of the Event, no refund will be payable to You.

For online recordings

4.5 Online recordings available for purchase from our recordings catalogue are available immediately. If You are a consumer, You have a legal right to cancel Your booking for online recordings within 14 days of Your booking. We will not provide You any access to online recordings during the 14 day cancellation period unless You request for Us to do so by ticking the relevant box when You place your booking. We are under no obligation to accept Your request.

4.6 If You request for Us to start providing access to online recordings during the 14 day cancellation period and we agree to do so, this will impact your cancellation rights. You will lose Your right to cancel once the services are fully performed and You will not be entitled to a refund even if the cancellation period has not expired.

For in person/ face-to-face Events

4.7 For in person or face-to-face Events, cancellation requests must be received by 5pm at least 10 days prior to the date of the Event.

- 4.8 Where a cancellation request is received more than 10 days prior to the Event You will be entitled to a refund, less a cancellation fee (plus VAT where payable) of 20% of the standard booking fee for the Event.
- 4.9 Where a cancellation request is received less than 10 days prior to the date of the Event, no refund will be payable to You.
- 4.10 For all Events, substitutions (giving Your space to someone else) will be permitted up to 24 hours prior to the date of the Event without incurring additional fees subject to the following:
- 4.10.1 You are unable to attend personally;
 - 4.10.2 You provide Us with at least 24 hours notice via email to events@ecctis.com; and
 - 4.10.3 We have no reasonable justification to refuse the substitution.
- 4.11 Where You wish to substitute your place for in person and face-to-face Events, a change in dietary requirements can only be guaranteed if at least 2 weeks' advance notice of the substitution has been provided although We will endeavour to cater for a change in dietary requirements where less notice has been received so far as reasonably possible.
- 4.12 We reserve the right to cancel an Event at Our discretion. In such circumstances, You will be issued with a refund of any booking fee made.
- 4.13 If You are entitled to a refund in accordance with these terms and conditions, We will provide this to You as soon as possible and no later than 30 days after the day on which you told us that you want to cancel or we cancelled your booking.
- 4.14 We will issue Your refund to the same payment method you used when You placed Your booking (less any relevant cancellation fee).

5. **FAULTY SERVICES IF YOU ARE A CONSUMER**

- 5.1 This clause only applies to You if You are a consumer.
- 5.2 We must provide Our services to You with reasonable care and skill.
- 5.3 If a service is not carried out with reasonable care and skill, You can ask us to repeat the service or to fix it, or get some money back if we cannot fix it.
- 5.4 This is a summary of some of Your key rights. They are in addition to any cancellation rights set out in clause 4 above. For more detailed information on your rights, visit the Citizens Advice website at www.citizensadvice.org.uk or call 0808 223 1133.
- 5.5 If there is a problem with a service we have provided to You, please contact Us as soon as reasonably possible.

6. **FAULTY SERVICES IF YOU ARE A BUSINESS CUSTOMER**

- 6.1 This clause only applies to You if You are a business customer.
- 6.2 We warrant that the services We provide will be:
- 6.2.1 performed with reasonable care and skill within the meaning of section 13 of the Sale of Goods and Services Act 1982; and
 - 6.2.2 free from material defects at the time the services are completed.

6.3 As Your sole and exclusive remedy, We will (at our option) remedy, re-perform or refund any services that do not comply with clause 6.1, provided that:

6.3.1 You notify Us by email to events@ecctis.com within 7 calendar days from the date that the services are completed; and

6.3.2 You provide Us with sufficient information as to the nature and extent of the defects.

6.4 Except as set out in this clause 6, We give no warranties and make no representations in relation to the services, and all warranties and conditions (including the conditions implied by sections 12–16 of the Supply of Goods and Services Act 1982 and any implied terms relating to the ability to achieve a particular result), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

7. **LIMITATION OF LIABILITY IF YOU ARE A CONSUMER**

7.1 This clause only applies to You if You are a consumer.

7.2 We don't compensate you for all losses caused by Us or our services but We are responsible for losses You suffer caused by us breaking this contract unless the loss is:

7.2.1 Unexpected and not obvious that it would happen and nothing You said to Us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

7.2.2 Caused by Force Majeure. As long as We have taken the steps set out in these terms and conditions, We're not responsible for delays caused by Force Majeure.

7.2.3 Avoidable, like something You could have avoided by taking reasonable action, including following Our reasonable instructions for use.

8. **LIMITATION OF LIABILITY IF YOU ARE A BUSINESS CUSTOMER**

8.1 This clause only applies to You if You are a business customer.

8.2 Nothing in these terms and conditions limits any liability which cannot legally be limited, including but not limited to liability for:

8.2.1 death or personal injury caused by negligence;

8.2.2 fraud or fraudulent misrepresentation; and

8.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.3 Subject to Clause 8.2 (Liabilities which cannot legally be limited), this Clause 11 sets out the types of loss that are wholly excluded:

8.3.1 loss of profits;

8.3.2 loss of sales or business;

8.3.3 loss of agreements or contracts;

8.3.4 loss of anticipated savings;

8.3.5 loss of use or corruption of software, data or information;

8.3.6 loss of or damage to goodwill; and

8.3.7 indirect or consequential loss.

8.4 Our total liability to You shall not exceed the amount actually paid by You to Us in respect of the Event booking to which any claim relates.

9. BEHAVIOUR OF DELEGATES

9.1 We encourage and permit delegates to contribute to Our Events. We encourage discussion, questions, comments, contributions and friendly debate. In attending and contributing to Our Events You agree as follows:

9.1.1 that whilst You retain ownership of the content You submit, You grant Us a worldwide, perpetual, irrevocable, royalty free, transferrable, sublicensable and irrevocable right to use, reproduce, broadcast, distribute, prepare derivative works of, display and perform any of Your submissions in connection with the Event (including post-Event activities), its promotion, redistribution in any format, media or channel.

9.1.2 that You will not and you will procure that any delegate you book an Event on behalf of will not make or submit any statements, submissions, comments or any other content that are, or could be considered:

(a) sexually explicit

(b) racially, culturally or ethnically offensive

(c) offensive, obscene, harmful, harassing, intimidating, threatening, hateful, discriminatory or abusive in any way.

(d) to portray illegal, graphic or violent content

9.1.3 not and to procure any delegate that you book an Event on behalf of does not stalk or harass any other Event delegate, attendee or other person or impersonate any other person.

9.1.4 not and to procure any delegate that you book an Event on behalf of does not Use the Event, or any platform provided for delivery of the Event, for commercial solicitation unless expressly authorised to do so by Us.

9.1.5 not and to procure any delegate that you book an Event on behalf of does not collect, harvest or publish personal data relating to any person without their knowledge and consent.

9.2 You may be exposed to submissions from other delegates. You should have no expectation that content made available to You from other delegates has been reviewed or is compliant with these terms and conditions. Should You experience or witness behaviour from other delegates (including comments posted on platforms provided for delivery of the Event) which You find unwelcome You should immediately report it to a member of Ecctis Staff. You agree that We are not liable for any failure to remove or alter content.

9.3 We reserve the right, at Our absolute discretion, to review delegate/attendee submitted content to determine whether it violates these terms and conditions and to remove or alter content without notice to You.

9.4 Where the Event is operated virtually or there is a virtual component to an Event, You will not and you will procure any delegate that you book an Event on behalf of does not:

- 9.4.1 create false user accounts, use another individual's user account or otherwise access the virtual Event in an unauthorised manner;
 - 9.4.2 allow another individual to gain unauthorised access the Event using Your name, account or in any other way;
 - 9.4.3 Transmit material that contains malicious code which includes, but is not limited to viruses, worms, trojan horses and spyware.
- 9.5 We may, at Our sole and absolute discretion, refuse admission or eject from any Event (including termination of access to virtual Events), any person who:
- 9.5.1 fails to comply with these terms and conditions;
 - 9.5.2 in Our opinion poses a security risk, danger to the public, nuisance or annoyance to the running of the Event;
 - 9.5.3 refuses to comply with a reasonable instruction issued by either an Ecctis member of staff, or the staff at the venue where the Event is being held.
- 9.6 Delegates are responsible for their belongings and We do not accept any responsibility for the loss, theft or damage to personal effects.
10. **TECHNICAL ISSUES AND FORCE MAJEURE**
- 10.1 We will not be liable for any delay, or failure in the delivery of an Event, or inadequate performance of Our obligations under these terms and conditions, which is caused by circumstances beyond Our control ("**Force Majeure**"). Where an Event is so affected by a Force Majeure, We will notify You as soon as is reasonably possible and may, at Our discretion:
- 10.1.1 suspend the Event for so long as the force majeure continues; or
 - 10.1.2 rearrange the Event for another date; or
 - 10.1.3 cancel the Event.
- 10.2 Force Majeure includes, but is not limited to civil commotion, war and terrorist action, state action, industrial action whether lawful or otherwise, unavoidable accident, fire, flood, earthquake, subsistence, pandemic, epidemic and other natural or physical disasters, incidents affecting availability of venue, and technical issues.
- 10.3 We will contact you as soon as possible to let You know and do what we can to reduce the delay under clause 10.1 . As long as We do this, We won't compensate You for the delay, but You can email events@ecctis.com to end the contract and receive a refund for any services You have paid for in advance, but not received. If the Event is cancelled in accordance with clause 10.1, You won't be entitled to compensation but You will receive a refund for any services you have paid for in advance, but not received.
- 10.4 Whilst We will use Our reasonable endeavours to provide uninterrupted access to any virtual Events, We make no representation, undertaking or warranty that virtual Events will be accessible at all times, the times stated in booking information, or that the whole or any part of any virtual Event will be free from error. In the event of major interruptions caused by technical issues We may, at Our discretion, organise to re-run the Event at another time or date, but do not represent, undertake or warrant to do so.

11. **INTELLECTUAL PROPERTY**

- 11.1 All intellectual property rights in the design and content of materials provided to You by Us before, during or after the Event vests in the producer of that content, whether it be Ecctis or a third party. This includes, but is not limited to presentations, hand-outs or documents circulated to delegates, recordings and videos, images, or any other materials made available to You. Intellectual property rights referred to in this clause include but not limited to trademarks, product names, logos, designs and get-up belong to Ecctis or any other content provider.
- 11.2 You may not make any audio or video recording, make transcripts, take photographs, distribute or create any images of an Event without the prior written consent of the Company and any relevant intellectual property owners.
- 11.3 You may not use the logo, brand, trade mark and/or trade name of Ecctis, UK ENIC or any other associated logo, brand, trade mark or trade name

12. **DATA PROTECTION, INCLUDING SHARING WITH THIRD PARTIES.**

- 12.1 We will use any personal data you provide to us to provide the services, process your payment for the services, and inform you about similar services or products that we provide (though you may stop receiving these at any time by contacting us).
- 12.2 Any personal data that You provide to Us as part of the booking process, or subsequent to it, will be processed in accordance with our Privacy Notice the terms of which are incorporated into these terms and conditions.

13. **EVENT PHOTOGRAPHY**

- 13.1 Photographs may be taken at Events by Our staff, which may subsequently be published by Us. Where photographs are being taken, there will be signage at the Events to make You aware. Should You not wish to have Your photograph taken, please make this known to staff members. You can object to photographs being taken or used at any time, including at the event, or at any time afterwards by contacting events@ecctis.com. If photographs have already been published, and You request We remove them, then We will do Our best to do so.
14. Photographs will only be used and published in a way that is consistent with Our Privacy Notice.

15. **GENERAL PROVISIONS**

- 15.1 These terms and conditions are between Ecctis and You. They constitute the whole agreement between these parties in respect of the Event booked. You agree that:
- 15.1.1 in accepting these terms and conditions You have not relied on any other warranty or representation made by or on behalf of Ecctis.
- 15.1.2 any variation to the terms and conditions will only come into effect if it is in writing.
- 15.2 We can transfer our contract with you, so that a different organisation is responsible for supplying your service. If you are a consumer, we'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.
- 15.3 These terms and conditions are not intended to confer any benefit on a third party under the provision of the Contract (Rights of Third Parties) Act 1999. This contract is between You and Ecctis. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 15.4 These terms and conditions are separate to, and do not affect or invalidate, any contract that might exist between Ecctis and any organisation with whom You might be employed or otherwise affiliated.

- 15.5 In the event that any of these terms and conditions is found to be invalid or otherwise unenforceable then such term shall be regarded and construed as omitted from these terms and conditions so that if some of these terms and conditions are unlawful, the rest will continue to apply.
- 15.6 Even if we delay in enforcing these terms and conditions , we can still enforce them later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.
- 15.7 The laws of England and Wales will apply to these terms and conditions and for business customers, they will be governed exclusively by the courts of England and Wales. If you are a consumer and you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.