



## Masterclass Delegate T&Cs

### 1 Introduction

- 1.1 These terms and conditions (**Terms**) together with the registration pages (**Registration Pages**) form the entire contract (**Contract**) between the BMJ Publishing Group Limited (**BMJ**) a company incorporated and registered in England and Wales with Company Number 0310237 and whose registered office is at BMA House, Tavistock Square, London WC1H 9JR and the named individual or organisation set out in the Registration Pages (**You**).
- 1.2 These Terms set out the terms and conditions on which BMJ provides the Masterclass.
- 1.3 Please ensure that You read these Terms carefully and check that the details on the Registration Pages are complete and accurate before You submit the Registration Pages to BMJ. Please contact BMJ immediately if there is a mistake or You require changes to be made.

### 2 Definitions

- 2.1 In these Terms, the following definitions shall apply:
  - Commencement Date:** means the date You pay the Fees to BMJ;
  - Fees:** means the fees for the Masterclass as set out in the Registration Pages;
  - Masterclass:** means the Masterclass set out in the Registration Pages;
  - Masterclass Date:** means the date(s) of the Masterclass;
  - Materials:** means all materials provided by BMJ relating to the Masterclass including but not limited to all intellectual property, materials, documents, images, visual and audio recordings produced or created in relation to the Masterclass;
  - Non-Refundable Application Fee:** means the sum of £10;
  - Term:** means the period between the Commencement Date until the Termination Date;
  - Termination Date:** means the day after the Masterclass is held;
  - Venue:** means such venue (nominated by BMJ) from time to time) where the Masterclass will be held;
  - Website:** means [masterclasses.bmj.com](http://masterclasses.bmj.com);
  - Working Days:** means a day other than a Saturday, Sunday or other Statutory or Public holiday in England and Wales when clearing banks in the City of London are open for business;

### 3 Contract Formation

- 3.1 By submitting completed Registration Pages to BMJ, You make an offer to BMJ to enter into the Contract with BMJ which shall be subject to these Terms.
- 3.2 BMJ reserves its right to reject your offer at its sole discretion. Your offer shall not be deemed to have been accepted by BMJ until it receives payment of the Fees from You at which date and time the Contract shall be formed.
- 3.3 If any provision of these Terms conflict with any other term set out in the Registration Pages, these Terms will prevail.
- 3.4 In the event that You are entering into the Contract on behalf of a third party for example a student or an employee of your organisation, then in addition to your obligation to comply with these Terms You shall procure that third party's compliance at all times with the Contract. In the event of the third party breaching the terms of the Contract, such a breach shall for the purpose of these Terms be considered a breach by You.

### 4 BMJ Obligations

- 4.1 The Masterclass will be provided in English.
- 4.2 Subject to clauses 7.5.1 and 7.5.2, BMJ shall use its reasonable endeavours to provide the Masterclass at the time and date set out in the Registration Pages.
- 4.3 During the Term, BMJ may provide You with online access to a personal, password protected, user account (**User Account**) to access the Masterclass. You are responsible at all times for all actions carried out in relation to the User Account and You should keep any user name and password confidential. If You believe that your User Account is or has been accessed by a third party, You should immediately inform BMJ.
- 4.4 BMJ shall provide You with sufficient access to the Materials as BMJ deems reasonably necessary.
- 4.5 BMJ makes no warranty that the Website or the equipment that makes the Website available shall be free from any viruses or anything else which may cause harm to your (or anyone else's) computing equipment. BMJ will make use of commercially available virus checking software in order to seek to minimise related risk.
- 4.6 The Masterclass and the Website are provided on an "as is" basis. Other than as stated in these Terms, BMJ makes no (and expressly exclude all) conditions, representation or warranties, express or implied, whether by statute, common law, or otherwise, to the greatest extent permitted by law.
- 4.7 BMJ may suspend the Website for any reason without notice. Where any such suspension is necessary, BMJ shall use its reasonable endeavours to give You as much notice as possible.

### 5 Your Obligations

- 5.1 You agree to comply, at all times, with these Terms and the Registration Pages.
- 5.2 You must ensure that all details submitted with the Registration Pages are correct, accurate and up to date and not misleading in any way. Please notify BMJ if any of your details require updating.
- 5.3 You agree to provide BMJ with all such assistance and information as BMJ may, from time to time, reasonably request.
- 5.4 You agree to comply with all applicable laws and regulations relating to the Masterclass and/or the Venue.

- 5.5 You agree to ensure that your use of the Website and the Masterclass shall not infringe the rights of any other person or body.
- 5.6 You agree that during the Term, You will not either solely or jointly with or on behalf of any third party, directly or indirectly:
  - 5.6.1 defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
  - 5.6.2 publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful or objectionable materials or information; or
  - 5.6.3 do anything which is in any way unlawful.
- 5.7 You agree that in the interest of the Masterclass and the other delegates attending the Masterclass, BMJ shall have the right to remove You from the Masterclass if in BMJ's reasonable opinion your behaviour does, or is likely to jeopardise:
  - 5.7.1 the experience of other delegates; or
  - 5.7.2 the reputation of BMJ or the Masterclass.

### 6 Fees and Payment

- 6.1 By submitting the Registration Pages you agree to immediately pay the Fees, in full, to BMJ.
- 6.2 Your application will not be processed until the Fees are received by BMJ.
- 6.3 You agree that by itself, the payment of the Fees by You does not indicate the existence of a contract between You and BMJ.
- 6.4 All Fees, unless otherwise stated, shall be inclusive of any applicable VAT charged at the appropriate rate.
- 6.5 If You require a VAT invoice, please notify BMJ.
- 6.6 Unless otherwise stated, all Fees should be paid via our online payment system with WorldPay.
- 6.7 All Fees should be paid in pounds sterling.
- 6.8 All amounts payable to BMJ under this Contract are to be paid free and clear of currency control restrictions, bank charges, fees, duties or other transactional costs, the payment of which shall be your sole responsibility.
- 6.9 Whilst BMJ uses its reasonable endeavours to ensure all Fees set out in the Registration Pages and/or Website are accurate, errors may occur. If BMJ discovers an error, BMJ shall use its reasonable endeavours to inform you of the error as soon as possible and give You the option of confirming the booking at the correct price or cancelling the Contract. If You do not respond to any such contact BMJ will treat your booking as cancelled and You will receive a full refund of the monies paid.

### 7 Cancellation & Refunds

- 7.1 You have the right to cancel the Contract at any time within 7 Working Days beginning on the next Working Day after the Contract is formed. This right to cancel shall not apply where You submit Registration Pages within 7 Working Days from the Masterclass Date.
- 7.2 Where You exercise your right to cancel the Contract in accordance with clause 7.1, You will receive a full refund of the Fees paid to BMJ in relation to the Contract less the Non-Refundable Application Fee.
- 7.3 Any such refund shall, as far as possible, be made via the same method that the Fees were originally paid
- 7.4 All requests for refunds, where valid, will be processed within 30 Working Days from the date BMJ receives notice from You to cancel the Contract in accordance with clause 7.1.
- 7.5 BMJ will use its reasonable endeavours to deliver the Masterclass as set out in the Contract. However, BMJ reserves the right to:
  - 7.5.1 make reasonable amendments to the times, dates and content of the Masterclass and any other details relating to the Masterclass including not limited to clinical and/or legal reasons; and
  - 7.5.2 cancel all or any part of the Masterclass at any time. Where BMJ does cancel all or any part of the Masterclass, BMJ shall refund such part of the Fees as in its reasonable opinion it is just and equitable to do so.

### 8 Use of Materials

- 8.1 You agree that You shall not do any of the following without BMJ's prior written consent, either solely or jointly with or on behalf of any third party directly or indirectly:
  - 8.1.1 reproduce or copy the Materials or create derivative works from the Materials or modify the Materials or in any way commercially exploit the Materials;
  - 8.1.2 distribute, transmit or publish any part of the Materials (including using it as part of any library, archive or similar service); or
  - 8.1.3 create a database in electronic or structured manual form by downloading and storing all or any part of the Materials for any purpose whatsoever.

### 9 Disclaimer

- 9.1 BMJ provides no warranty as to the accuracy of the content of the Masterclass and your use on or reliance on such content is entirely at your own risk.
- 9.2 Descriptions or references to a product or publication within the Masterclass does not imply endorsement of that product or publication and to the fullest extent permitted by law, the Masterclass is provided on an "as is" without any guarantees, conditions or warranties as to accuracy.
- 9.3 BMJ does not warrant that the completion of the Masterclass will be all the necessary continuing professional development You need or that it is accurate. BMJ relies on authors of articles, contractors and third party data

providers to confirm the accuracy of information presented and to describe generally accepted practices and therefore BMJ cannot warrant as to its accuracy or that this meets all or any requirement for professional development. You should be aware that professionals in the field may have different opinions. Because of this fact and also because of regular advances in medical research BMJ strongly recommends that You independently verify any information You choose to rely upon. Ultimately it is your responsibility to make your own professional judgements.

### 10 BMJ's Liability to You

- 10.1 Nothing in these Terms seeks to limit or exclude BMJ's liability for:
  - 10.1.1 death or personal injury caused by its negligence;
  - 10.1.2 fraud or fraudulent misrepresentation; or
  - 10.1.3 any other matter which cannot be excluded or limited by law.
- 10.2 Subject to clause 10.1, BMJ shall not be liable to You whether in contract, tort (including negligence) for breach of statutory duty or arising under or in connection with this Contract for:
  - 10.2.1 loss of profits or revenue;
  - 10.2.2 loss of business;
  - 10.2.3 loss of agreement or contracts;
  - 10.2.4 loss of anticipated savings;
  - 10.2.5 loss of or damage to goodwill;
  - 10.2.6 loss of use or corruption of software, data or information; or
  - 10.2.7 any indirect or consequential loss.
- 10.3 Subject to clauses 10.1 and 10.2, BMJ's total liability to You, whether in contract, tort (including negligence) for breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to an amount equivalent to the Fees.

### 11 Your Liability to BMJ

- 11.1 You agree to indemnify BMJ (cover all BMJ's losses) against all and any expenses, losses, liabilities, damages or costs incurred or suffered by BMJ in relation to any claims or proceedings which arise in any way from your participation or attendance at the Masterclass or from any breach by You of the Contract including but not limited to any damage suffered by the Venue as a result of an act or omission by You.

### 12 Intellectual Property

- 12.1 All intellectual property (IP) arising out of or in connection with the Masterclass belongs to BMJ or its licensors. In consideration for You complying with these Terms, BMJ grants You a non-commercial, personal, non-transferable, revocable (without notice), royalty free licence to:
  - 12.1.1 Retrieve, display and view the IP on your computer, mobile telephone, tablet or similar device; and
  - 12.1.2 Print a single copy of the Materials.

### 13 Privacy and Data Protection

- 13.1 BMJ takes the issue of your privacy very seriously. In order to provide the Masterclass it will be necessary for BMJ to transfer some or all of your personal data (**Personal Data**) to third parties associated from time to time with the provision of the Masterclass. You hereby consent to BMJ transferring some or all of your Personal Data from time to time deemed appropriate by BMJ and to the use of such Personal Data in accordance with these Terms and BMJ's privacy policy a copy of which can be read at <http://group.bmj.com/group/about/legal/privacy>

### 14 Other Important Terms

- 14.1 BMJ shall not be in breach of its responsibilities under these Terms nor liable for any delay or failure in performing any of its responsibilities under these Terms if such delay or failure results from events, circumstances or causes beyond BMJ's reasonable control.
- 14.2 BMJ shall be entitled to change these Terms or the Registration Pages at any time. Where any such change is made, BMJ will use its reasonable endeavours to notify You of any such amendments.
- 14.3 BMJ may serve notice upon You by any of the following means:
  - 14.3.1 by E-mail to the email address you provide when submitting the Registration Pages; or
  - 14.3.2 a notice on the Website.
- 14.4 You may serve notice on BMJ by sending an email to [info.masterclasses@bmj.com](mailto:info.masterclasses@bmj.com).
- 14.5 BMJ may transfer its rights and responsibilities under these Terms to a third party. You are not entitled to assign or transfer your rights or responsibilities under these Terms to a third party without the prior written consent from BMJ.
- 14.6 The Contract is between You and BMJ. Unless otherwise stated no other person shall have any rights to enforce any of its terms and for the avoidance of doubt, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.
- 14.7 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of the terms are unlawful, the remaining terms will remain in full force and effect.
- 14.8 If BMJ fails to enforce any rights under the Contract or delays in doing, that will not constitute a waiver and will not mean that You do not have to comply with these Terms.
- 14.9 These Terms shall be governed by English Law and English courts shall have exclusive jurisdiction in relation to any dispute arising out of the Contract or its subject matter.