

ASSOCIATION OF THE BRITISH PHARMACEUTICAL INDUSTRY

TERMS AND CONDITIONS FOR USE OF THIS WEBSITE and TERMS AND CONDITIONS OF BOOKING

This website is owned by the Association of the British Pharmaceutical Industry of 12 Whitehall, London SW1A 2DY ("ABPI").

Acceptance of the Terms and Conditions of use of the website

By using this website you are agreeing to be bound by these Terms and Conditions. ABPI reserves the right to amend these Terms and Conditions at any time and without prior notice. You should therefore inspect the Terms and Conditions prior to use of the website. If you do not accept the Terms and Conditions you should exit the site.

If any provision of these Terms and Conditions shall be unlawful, void or unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

1. Binding Agreement

- 1.1 A booking placed for any ticket to attend an ABPI conference or dinner (an Event) via this website constitutes a binding legal agreement.
- 1.2 In making the booking the Delegate is deemed to have the requisite authority, which, in the case of an employee, shall include the power to bind his employer. The Delegate and their Employer listed will be jointly and severally liable for the payment of the fee to the ABPI.
- 1.3 If a Delegate subsequently leaves employment and the Employer listed decides to withdraw requisite authority to use the ticket purchased for an event listed after the date of employment termination, then the Employer should write to the ABPI Event Enquiries Coordinator on enquiries@abpiannualevent.com to make alternative arrangements to substitute its nominated representative to take the place. Please note that refunds will only be made in the circumstances set out in clause 3 below.
- 1.4 In this event, ABPI will write to the Delegate with notice that their ex-Employer has withdrawn credit facilities used to pay for the ticket purchased. If the Delegate still wishes to attend he will now be liable to pay for the full cost of any tickets to be booked in his name using other payment methods subject to tickets still being available.
- 1.4 In such cases where an Employer's credit has been subsequently refused, the named Delegate will then be refused entry to all relevant future booked events unless alternative payment is received before and in time to attend the Event

2. Fees

- 2.1 The fee for the Event is set out in the appropriate programme on this website. The fee stated as payable is exclusive of Value Added Tax which shall be liable to be paid where appropriate in addition to the sum concerned. Payment to the Association of the British Pharmaceutical Industry may be effected on-line using the secure credit card payment facilities provided, or by invoice to pay offline by cheque or by BACS.
- 2.2 ABPI must be in receipt of paid fees at least 7 days prior to the commencement of the Event. Payment must be made in pounds sterling.

- 2.2.1 If you have selected the wrong payment criteria for your ticket, and on investigation ABPI discovers that you have paid the wrong fees, ABPI will contact you to discuss your booking and inform you of the correct rates for the booking you are attempting to make. If having been given notice of any suspected errors in your booking, you do not subsequently make requested changes, ABPI reserves the right to cancel in full immediately the booking and will refund any fees paid.
- 2.3 A registration, even when validated as having been completed through the website, does not constitute a valid booking until full payment and details of full names of delegates attending have been received by ABPI. ABPI reserves the right to refuse admission if either payment or name of delegate to attend is not received on time.
- 2.3.1 A **Confirmation of registration** will be despatched on completion of the online registration form together with a unique registration code reference details – **please note that this is not a confirmation of booking** but will assist you and ABPI Events team to follow the progress of your booking from registration to payment.
- 2.3.2 A separate **Confirmation of booking** will be despatched upon receipt of paid fees and full delegate details have been registered either through the secure credit card payment facilities or on receipt of payment using offline payment methods, **this confirmation of booking will act as your ticket confirmation.**
- 2.4 Unless otherwise stated on the Event ticket, the fees due for attendance at the Conference will include entrance to the Conference and Exhibition space together with any lunch and refreshments as set out in the conference programme, but will not include any overnight accommodation or eligibility to attend the Evening Dinner
- 2.5 The fees due for attendance at the Evening Dinner will not include any overnight accommodation or eligibility to attend the daytime Conference

3. Cancellation Policy

- 3.1 Any cancellation must be in writing and must be addressed to the ABPI Event Enquiries Coordinator **enquiries@abpiannualevent.org.uk** .
- 3.2 As an alternative to cancellation a delegate may nominate a substitute who can be named at any time before the conference begins by contacting **enquiries@abpiannualevent.org.uk**
- 3.3 You have 7 days from the date of your first registration to cancel the booking without further charge, under the Distance Selling Regulations (or any successor legislation) after which No cancellation will be accepted unless received at least 21 days before the event.
- 3.4 Cancellations received in accordance with clause 3.2 will receive a full refund of the fee paid.
- 3.5 Cancellations received less than 21 days before the event will not attract a refund.

4. Accommodation

- 4.1 The conference programme listed on the website will indicate whether accommodation for the conference is included in the fee. **Please note that this is not a usual eventuality.**
- 4.2 If accommodation for the conference is not included in the fee, any arrangement respecting accommodation for the conference will be the responsibility and liability of the delegate and ABPI excludes any responsibility or liability in respect thereof to the fullest extent permitted by law.

4.3 If accommodation for the conference is included in the fee, ABPI reserves the right to change the venue and type of accommodation to that advertised but will use its reasonable endeavours to secure replacement accommodation of equivalent standard.

5. Liability

5.1 Where it is necessary for reasons beyond its reasonable control ABPI may change the location, dates, programme content, programme order, timings and speakers.

5.2 If it becomes necessary at the sole discretion of the ABPI to cancel the Event for whatever reason the ABPI will make a full refund of the fee.

5.3 Except for death or personal injury caused by negligence ABPI accepts no liability whatsoever for any direct, indirect, special or other consequential loss or damage of whatever kind resulting from cancellation of the Event or from a change of any kind to the advertised Event programme.

5.4 If any provision of this agreement shall be unlawful, void or for any reason unenforceable such provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

6. Data Collection

6.1 When you choose to register your interest in ABPI Events using this website, or to make a booking for an Event via this website, and in any contact which you might have with ABPI relating to the Event or this website you will be providing personal information about yourself to ABPI and its chosen contractors who are facilitating the organisation of this Event.

6.2 Such data will include: your name, address, telephone number, email address, job title, the Event details for which you have booked, and the date of any such registration. ABPI will also retain copies of VAT registered invoices and receipts generated for purchase of tickets.

6.3 Where you opt to pay off-line the ABPI will also retain details of your chosen payment method details,

6.4 Please note that if you book tickets for an Event on-line the payment details you provide will be held by the credit card processing company and are not disclosed to ABPI.

Cookies

- A cookie is a set of data which is sent to your browser when you visit this website. Use of cookies on this website is to facilitate ABPI monitoring general use of the website and, if required, to make improvements to it. Cookies will not be used to identify any personal information in relation to you.

Use of Data by ABPI

ABPI may use that information to:

- a) contact you to resolve any queries in relation to your booking
- b) provide you with any documentation relevant to your booking and attendance at the Event
- c) for security purposes provide a list of full delegates details attending Event to the Event venue
- d) publish a list containing only names and company names for attending delegates at the Event restricted for use by delegates at the Event only

- e) seek feedback on the service provided and the Event
- f) analyse use and users of the dedicated on-line booking service
- g) send you details of future ABPI Events and related services which you might find of interest.

By clicking on the “I agree” button you are expressly consenting to ABPI dealing with your information in the manner described above.

Opting out

- If you decide at any time that you do not wish to have your name included on the published delegate attendance lists for your booked Events or no longer wish to receive any communication from ABPI, please notify the ABPI in writing to Events Team Association of the British Pharmaceutical Industry, 12 Whitehall, London SW1A 2DY telephone 020 7747 7156 or by email to events@abpi.org.uk.
- Please note it may still be necessary to pass your details to other contractors of ABPI or organisations involved in running the Event for administrative reasons, even if names are not made publicly available to other delegates.

Disclosure of data to third parties

- If you book an Event ticket on-line via this website a credit card processing company will be used to process payment. Such companies do not retain, share, store or otherwise use personal information supplied by you for those purposes for any other purpose.
- If you are making a block booking for places at Events on behalf of colleagues or other guests of yours or your employer, please note that we may require you to give details of your guests in order to register their names on any table plans or Event registers. It may occasionally be necessary to send your contact details and those of your guests to third parties involved with the Event you have booked – where possible we will restrict this to our Event Project Management contractors, and any necessary security agents making checks on behalf of VIPs attending the event.
- Save as provided for in this policy or required by law, ABPI does not sell, lease or otherwise share your personal information with any third party unless you have given your express consent.

7. Links to third party websites

- 7.1 This website may contain links to other websites which you can access. Please note that those sites are not under the ownership or control of ABPI and they will operate their own terms and conditions, legal notices and data protection and privacy policies. Please refer to those documents before interacting with such sites. ABPI does not accept responsibility for the use of your personal information by such sites.
- 7.2 This website has been built by Events 4 Healthcare Ltd and the Target Designs for use by the ABPI. Links to their websites are provided for your further information about their services.

8. Availability and changes to the website

- 8.1 ABPI may make changes to the content, layout, and means of accessing the website at any time and without prior notice. ABPI reserves the right to close the website permanently or from time to time as it sees fit without prior notice.
- 8.2 ABPI reserves the right to change its Privacy Policy and any revised policy will be posted here.

9. Intellectual Property

- 9.1 ABPI owns all the trade marks copyright and database rights in the text, data, graphics, designs and their arrangement on this website (“the Materials”). As an individual or organisation, you may print paper copies and make copies to your hard drive of any of the Materials featuring on this website provided:
- 9.1.1 the resource which you copy is used for research, private study or information only and is not used for any direct or indirect commercial gain;
 - 9.1.2 any such electronic and hard copies remain subject to the intellectual property rights referred to in this paragraph of the Terms and Conditions;
 - 9.1.3 you ensure that ABPI is referred to as the author and source of the resource which you are copying and saving for future reuse in accordance with the rights conferred by the Copyright Designs and Patents Act 1988.
- 9.2 Except where expressly provided for in these terms and conditions nothing in these terms and conditions shall be taken to imply in law or contract any licence to use the Intellectual Property belonging to ABPI or be taken as the grant of any consent by ABPI to use such information contained within the website for any other purpose
- 9.3 **If you have any query about copying or re-using any resource on this website (including the ABPI registered trade mark) please contact abpi@abpi.org.uk please note that this is different to the address for technical issues and making enquiries about booking tickets which remains enquiries@events4healthcare.com)**

10. Trademarks

- 10.1 The ABPI device and the words “The Association of the British Pharmaceutical Industry” possess goodwill and are registered and unregistered trademarks belonging to ABPI. Any use of the said trademarks is strictly prohibited without prior written authority from the ABPI Legal Adviser.
- 10.2 Other company names and logos featuring on this website may be registered or unregistered trademarks in the ownership of other companies, organisations or people. These should not be copied without the prior written consent of the owner of the relevant marks.
- 10.3 Except where expressly provided for in these terms and conditions nothing in these terms and conditions shall be taken to imply in law or contract any licence to use the Intellectual Property belonging to ABPI or be taken as the grant of any consent by ABPI to use such information contained within the website for any other purpose

11. Exclusion of liability

- 11.1 Nothing in this section seeks to exclude ABPI’s liability with regard to death or personal injury in connection with your use of this website and arising out of the negligence of the ABPI.
- 11.2 Access to this website is at your own risk. ABPI shall not be liable for any damage to or incompatibility with the hardware or software installed on the computer system you use to access this website as a result of your access to, or use of, this website or your downloading of any resource from the website.
- 11.3 To the fullest extent permitted by law ABPI accepts no liability whatsoever for any loss or damage whether direct or indirect, consequential or otherwise resulting from whatever cause through the use of or reliance on any information or advice obtained either directly or indirectly from this website.

- 11.4 Information provided on this website has been provided in good faith and ABPI uses reasonable care to ensure the information is up to date. However, ABPI makes no representations or warranties as to the accuracy, completeness or currency of such information. ABPI disclaims any obligation to update the information and advice featuring on this website.
- 11.5 There are hypertext and other links used on this website which, if used by you, will involve your entering another website which is not controlled by ABPI. ABPI accepts no responsibility or liability in respect of your access to, or use of, any website which is not under its direct control or in respect of any materials posted on such a website. The inclusion of any link does not imply endorsement or approval of such a website.

12. Governing law

Any dispute arising out of this agreement shall be governed by English law and the English courts shall have jurisdiction over any such dispute.

October 2009