

# SAIF Event Terms and Conditions

July 2023



## Event Participant Terms and Conditions

These terms and conditions (the “**Terms**”), apply to all Participants at Events (in each case as defined below). **Your attendance at an Event indicates your agreement to these Terms.**

### 1. Definitions

In these Terms the following capitalised words and expressions have the meanings set out against them below:

**“we/us/our/Company”**: the National Society of Allied & Independent Funeral Directors (SAIF)

**“Business Day”**: a day, not including a Saturday or Sunday, when ordinary banks are open for their full range of normal business in the United Kingdom.

**“Content”**: materials, data, information and products provided by the Company or its event partners at, relating to or forming part of the Event.

**“Event”**: an event operated by or on behalf of the Company including a conference / exhibition / meeting / presentations.

**“Event Confirmation”**: our written (including digital) confirmation of your registration for a place at that Event.

**“Event Dates”**: the dates on which the Event is scheduled to take place.

**“Event Marks”**: trademarks and service marks owned by or licensed to the Company relating to the Event.

**“Event Sponsor”**: a person or company which has entered into a sponsorship agreement with the Company or its partners in relation to an Event.

**“Event Venue”**: the venue at which a physical Event is held.

**“Fee”**: the fee payable by a Participant (or Sponsor on behalf of a Participant) in order to attend an Event.

**“Force Majeure”**: has the meaning given in clause 10.

**“GDPR” & “Data Processing”**: Governs how the personal data of individuals in the EU and UK may be processed and transferred and is part of the wider reform to the data protection that includes the Data Protection Act 2018.

**“Intellectual Property Rights”**: patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.

**“Losses”**: actions, damages, claims, liabilities, costs, losses and expenses (including, without limitation, reasonable legal fees).

**“Participant/You/Your”**: an individual who attends an Event in any capacity other than as a representative of the Company or of the Event Venue.

**“Registration Details”**: the personal data provided by Participants when they register to attend an Event.

## **2. Registration for Events**

2.1 Validly registering for an Event shall entitle you to admittance to that Event as a Participant, subject to these Terms. Any optional extras may incur an additional cost to the basic registration fee.

2.2 The Registration Details of each Participant must be registered (whether in their personal capacity, or as a representative of a company or other legal entity) with us not less than seven Business Days before the start of the Event. We reserve the right to exclude from any Event any individual whose name does not appear on our register of Participants at the start of the Event.

2.3 If you register for an Event as a representative of a company or other organisation you confirm that you have authority to agree to these Terms on behalf of the company or other organisation. You shall also ensure Participant(s) from the company or other organisation attending the Event are made aware of and shall be bound by these Terms.

2.4 When registering for an Event, you must provide us with accurate and complete Registration Details. It is your responsibility to inform us of any changes to that information (including, without limitation, your email address) by contacting us.

2.5 It is your responsibility to inform us of any special access requirements or dietary requirements at the time of registration, and in any event no later than seven working days in advance of the Event. Any dietary requests made less than seven Business Days before an Event may not be available.

2.6 All registrations for Events are subject to availability and to acceptance by the Company at its absolute discretion.

2.7 By attending the Event you acknowledge that photographs and filming may take place at the Event. The Company reserves the right to use images and videos recorded at the Event with your photograph and/or likeness in future marketing materials, including social media channels, websites, and print material, without obtaining any further approval from you or making any payment to you. If you do not wish your photograph to be taken at an Event please notify the photographer during the Event and we will use reasonable endeavours to comply with your request.

## **3. Attendance Requirements**

3.1 Each Participant shall:

(a) observe the rules, policies and procedures of the Event Venue including in relation to health and safety and any reasonable instructions issued by the Company and/or the management of the Event Venue.

(b) behave in a respectful, professional and appropriate way that does not breach the laws or regulations of their home country or of the host country or that risks bringing the Event or the Company into disrepute;

(c) ensure they have adequate insurance for their own requirements, including personal accident, prior to attending any Event; and

3.2 You agree that your travel to and attendance at an Event is at your own risk and not the responsibility of the Company, save as set out in clause 11.

3.3 Other than Sponsors and their Participants, Participants are only permitted to conduct business within a designated exhibit space at the Event Venue. Participants observed conducting business in public spaces or in other companies' exhibition spaces may be ejected from the Event.

## **4. Participant Obligations**

4.1 The Company reserves the right to refuse entry by any Participant to an Event or to remove any Participant from an Event without any liability for any reason and at its sole discretion.

4.2 The Company reserves the right to recover from you any loss or damage incurred or suffered by

us, the Event Venue, or any other Participants as a result of your conduct at the Event or failure to comply with these Terms. In such circumstances, a Participant shall not be entitled to a refund of any Fees.

## **5. Fees**

5.1 Payment in full of any applicable Fees for the Event is due upon registration. If such payment is insufficient or declined for any reason, the Company may refuse entry to the Event.

5.2 All Fees shall be paid in full without any set-off, counterclaim, deduction or withholding (other than as may be required by law).

## **6. Intellectual Property Rights**

6.1 All Intellectual Property Rights in and to Events and in the Content relating to Events are the property of the Company or its third party content providers. We may provide a licence to third parties, including Event Sponsors, to use the Content at our sole discretion.

6.2 Participants may use the Content solely for their own personal use and benefit and not for resale, distribution or other commercial purposes.

6.3 The Event Marks may not be used without the Company's prior written permission.

6.4 Any request for permission to republish, reprint or use for any other purpose any of the Content or Event Marks should be sent by email to the Event contact as described in your Event Confirmation.

6.5 The Software belongs to the Company or its suppliers. Your use of the Software is governed by the terms of any licence agreement that may accompany or be included with the Software and you must not install or use any Software unless you agree to the terms of such licence agreement.

## **7. Changes to Event**

Although the Company's Event programmes are correct at the time of publication, we may exchange the format, Content, venue, speakers, hosts, moderators and/or timing of an Event. The Company shall use its reasonable endeavours to notify all Participants of any such changes prior to an Event.

## **8. Cancellation and Substitution**

8.1 We may in exceptional circumstances need to cancel or postpone an Event, in which case we shall notify you as soon as reasonably practicable. In the event of cancellation, subject to clause 10, we shall issue Participants with a full refund of relevant Fees paid by you. In the event of postponement, we shall offer you the option to re-register for the rescheduled Event or, subject to clause 10, issue you a full refund of relevant Fees paid by you. Our liability to you as a result of any cancellation or postponement of an Event shall be limited to the amount of Fees which you have paid to us for that Event only and we shall not be liable for any additional Losses incurred by you as a result of such cancellation or postponement.

8.2 Refunds shall be issued back to the debit/credit card used for payment or by bank transfer.

8.3 If the participant wishes to cancel the following applies:

8.4 Cancellation Policy and Fees payable:

### **For an event:**

If cancelled 30 days prior to the event	100%
If cancelled 29 – 7 days prior to the event	50%

7 days or less no refund  
Full refund on exceptional circumstances (addressed on a case by case basis).

**For accommodation:**

If cancelled:

29 days – 10 days      40%

9 days - 7 days      20%

7 days or less no refund

Full refund on exceptional circumstances (addressed on a case by case basis).

**9. Data Processing**

9.1 In this clause 9 the terms “personal data”, and “processing” shall have the meanings ascribed to them under the Data Protection Laws.

12.2 The Company shall:

- (a) comply with all applicable requirements of the Data Protection Laws; and
- (b) process any personal data which it obtains or holds in relation to a Participant under or in relation to these Terms for the purposes of carrying out its obligations under these Terms, in accordance with its privacy notice or as otherwise permitted by Data Protection Laws.

9.2 We shall use your personal data for the purpose of providing services in relation to Events, including, but not limited to Event registration, communications, Event access, dining, hotel room reservations, administration (including before, after and during the Event), invoicing and payment, delegate lists, post-Event feedback, quality checks, Participant verification (including for sanctions and trade control purposes), research and polling.

9.3 In order to fulfil our obligations to you in relation to the Event, we may share relevant personal data with presenters, Event Venue management, trainers, organisers, print houses, finance partners, connected communities, faculties, committees, Event service providers and external delivery partners. We may also share personal data in accordance with our privacy notice, including with Event Sponsors who may be based in any territory.

9.4 For more information about our data protection policy please go to our Privacy Policy

<https://saif.org.uk/online-privacy-policy/>

**10. Force Majeure**

10.1 In this clause, “Force Majeure” means circumstances which are beyond our reasonable control and which are reasonably likely to affect the successful delivery of the Event or would make it inadvisable, impracticable, illegal, or impossible for us to host the Event or perform our obligations under these Terms, including circumstances, which directly affect the Participants in their home countries resulting in a material percentage of the Participants being reasonably likely to be prevented from attending the Event.

10.2 If, as a result of Force Majeure, the Company cancels the Event, the Company shall use its reasonable endeavours to either (a) reschedule the Event; or (b) switch the Event from a physical Event to an Online Event, in each case to take place within two months of the original Event Dates.

10.3 If the Company is unable to reschedule the Event in accordance with clause 10.2, it shall refund the Participant Fees as soon as reasonably practicable and in any event within 60 days from the date of notice of cancellation.

10.4 Without prejudice to the Company’s obligation to refund any Fees to Participants, the Company accepts no liability and shall pay no compensation where the performance of its obligations is made impracticable, illegal or impossible by or as a result of Force Majeure.

## **11. Limitation of liability**

11.1 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by applicable law.

11.2 You agree that your access to any Event and your use of any of the Content is at your sole risk and responsibility and acknowledge that all Content is provided "as is" and "as available". The Content is made available for your general information and any advice, opinion, statement or other information forming part of the Content is not intended for trading or to address your particular requirements. The Content does not constitute any form of advice, recommendation or arrangement by us (including, without limitation, investment advice or an offer or solicitation to buy or sell any security, financial product or other investment) and is not intended to be relied upon by users in making (or refraining from making) any specific investment or other decisions. Appropriate independent advice should be obtained before making any such decision.

11.3 Except as expressly stated in this Agreement, the Sponsor makes no express or implied warranty or representation in connection with the Event.

11.4 Subject to clause 11.1, we shall not be liable, whether based on a claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in relation to these Terms, for any indirect or consequential losses.

11.5 Subject to clause 11.1, the Company's total liability to you, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to these Terms shall not exceed the total amount of the Fees paid or payable under these Terms.

## **12. Amendment**

We may make amendments to these Terms from time to time. Any such amendments shall be posted on the Event website. Amendments will be effective immediately on the amended Terms being posted on the Event website and you will be deemed to have accepted them if you attend the Event. If you do not wish to accept them, you must cancel your attendance in accordance with clause 11 of these Terms.

## **13. Governing Law and Dispute Resolution**

These Terms shall be governed by and construed in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms.