

## **APIL virtual training courses and conferences**

### **Terms and Conditions**

#### **1. Definitions**

- 1.1 “**APIL**” is the trading name of the company party to this agreement;
- 1.2 An “**Event**” is any training course, conference or event organised and run by, or held in conjunction with, APIL, or publicly branded as an APIL Training Course, APIL Conference or APIL Event or promoted on APIL’s website or on [www.apil.org.uk](http://www.apil.org.uk);
- 1.3 The “**Delegate**” is the individual who has booked a place on an APIL Training Course, APIL Conference or APIL Event;
- 1.4 The “**Sponsor**” is the individual or company who/which has entered in to a Sponsorship Agreement with APIL in respect of an Event;
- 1.5 The “**Booking Form**” is the document which is completed by you either on APIL’s website or in physical format and which is sent to APIL to apply for a place at an Event,;
- 1.6 The “**Conference App**” is the software application for use on an electronic device which is provided by APIL which facilitates the transmission of, attendance and/or participation at, an Event;
- 1.7 The “**Profile Information**” is the personal data provided by you which is stored on the Conference App;
- 1.8 In these Terms and Conditions, “**APIL**”, “**us**”, “**we**” and “**our**” refer to The Association of Personal Injury Lawyers Ltd, and references to “**you**” and “**your**” are to you, the Delegate, both as defined above.

#### **2. Agreement**

- 2.1 All applications to attend an Event are made subject to these Terms and Conditions.
- 2.2 All applications to attend an Event are subject to availability and to correct price being received by APIL in accordance with these Terms and Conditions.
- 2.3 Confirmation or rejection of your booking will be sent to you by email within 5 (five) working days of our receipt of your Booking Form. If you do not receive an email confirmation of your booking within 5 (five) working days you should immediately notify APIL by emailing [Kathryn.scott@apil.org.uk](mailto:Kathryn.scott@apil.org.uk).

### **3. Booking and Payment**

- 3.1 The price for the Event is stated on the Booking Form.
- 3.2 Payment will normally be taken through the APIL website at [www.apil.org.uk](http://www.apil.org.uk) at the time of booking. Alternatively, you may download a Booking Form from the APIL website and return it, complete with your payment details by email to [kathryn.scott@apil.org.uk](mailto:kathryn.scott@apil.org.uk). Where APIL agrees to issue an invoice in respect of the booking that you have made, the invoice will be issued to you and payment must be received by us within 5 (five) days of issue in order to retain your booking.
- 3.3 All payments must be received by us at least 5 (five) days before the date of the relevant Event. Where APIL agrees to issue an invoice in respect of a booking that you have made and the relevant Event is due to commence within 5 (five) days or less, payment must be made at the time of booking.
- 3.4 If we have not received payment of the correct price from you in advance of the Event and as set out above, then we will be entitled to cancel your booking and offer it to another person without notice to you. In this circumstance, we also reserve the right to deny you entry to the relevant Event.
- 3.5 This booking is valid for you only and, subject to clauses 4.2, 4.5 and 4.7 below, cannot be transferred or shared. Only you, and no other individual or organisation, is permitted to attend, stream and participate in the Event and only you are permitted to claim CPD points for attending the Event.
- 3.6 Where you do not attend, or you fail to access, the relevant Event, APIL reserves the right not to refund you for the cost of your booking and will provide you with an online recording of the Event.
- 3.7 In reasonable circumstances we reserve the right to refuse admission to or to ask you to leave the Event. Reasonable circumstances include, but shall not be limited to, anything which APIL considers to be self-publicity, advertising, selling or soliciting, drunkenness, unlawful conduct or concerns regarding the health and safety or security of our employees, trainers, speakers and/or Delegates. No refunds will be offered to Delegates who are refused admission or asked to leave the Event in any of these circumstances.

### **4. Cancellation**

- 4.1 We reserve the right to amend or cancel any Event. This includes, but is not limited to, changes to the date and/or time of the relevant Event, to the trainer, content, the speakers and programme of the relevant Event.
- 4.2 If an Event is cancelled, we will transfer your booking to an alternative

equivalent Event. Where we are not able to transfer your booking, we will provide you with an option for a full refund (except in the case of cancellation owing to any Force Majeure as detailed in clause 8.1 below).

- 4.3 Where you are offered the option of a full refund, you will not be entitled to receive any other reimbursement and we will not pay for any travel or expenses associated with your attendance or planned attendance at the relevant Event.
- 4.4 Where you wish to cancel your booking, you must do so by sending an email to the APIL's Events Team at [kathryn.scott@apil.org.uk](mailto:kathryn.scott@apil.org.uk). In order to receive a full refund, your cancellation must be received at least 11 (eleven) business days in advance of the relevant Event. No refund will be made where the cancellation is received 10 (ten) days or fewer before the date of the relevant Event.
- 4.5 As an alternative to cancelling your booking, you may instead request a transfer to an alternative equivalent APIL Event. Any such request must be sent to the APIL Events Team at [kathryn.scott@apil.org.uk](mailto:kathryn.scott@apil.org.uk) at least 11 (eleven) business days in advance of the Event for which you have a booking.
- 4.6 Where your booking is cancelled or transferred in accordance with either clause 4.4 or 4.5 APIL will issue an invoice for an administration fee of £25.00 plus VAT which will be sent to you for payment.
- 4.7 As an alternative to cancelling your booking, you may instead offer a substitute delegate to attend the Event on your behalf. APIL will accept a substitute delegate provided that that: details of the proposed substitute are communicated to the APIL Events Team at least 5 (five) business days before the date of the Event and any payment due in accordance with clause 4.7.2 below is received by APIL before the date of the Event.
  - 4.7.1 Where the substitute is an APIL member, no additional charges will be applied by APIL.
  - 4.7.2 Where the substitute is not an APIL member, you must pay the difference between the APIL member price and the non-member price which is indicated on the Booking Form.

## **5. Your data**

- 5.1 Your data will be collected and processed in accordance with our [privacy statement](#) and relevant Data Protection Legislation, including the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK.

- 5.2 Once you have booked a place on an APIL Event, we will use your email address to send you any information relevant to that specific Event. Unless you opt in, you will not be added to any other mailing lists after the relevant Event has taken place.
- 5.3 Once you have downloaded the Conference App and provided Profile Information, we will share the data in your Profile Information with APIL employees, all other Delegates, Sponsors and Exhibitors at the Event and with our mobile app provider RD Mobile. The data will be shared for the purposes of the Event and not for any other purpose. The Conference App contains preferences options which permit you to restrict the data which may be shared in this manner and which may be amended by you at any time.
- 5.4 We occasionally take videos, screenshots and photographs at our Events and, where we do, you will be notified in advance. Before the relevant Event you can request not to be included in any photography, screenshots or videos by emailing [kathryn.scott@apil.org.uk](mailto:kathryn.scott@apil.org.uk).
- 5.5 We will record online Events. The recording of the Event will be made available to Delegates and will not be used for any other purpose.

## **6 Intellectual property**

- 6.1 We have moral and registered rights in our trademarks, and you shall not copy, alter, use or otherwise deal in our trademarks without APIL's prior written consent.
- 6.2 The copyright of all materials associated with the Event remains vested with us, the trainer(s) of the relevant Event and/or the speaker(s) or others identified at the relevant Event. Without the express written permission of APIL, you shall not reproduce or replicate the materials in any way or incorporate them into or store them on any website, electronic retrieval system, publication or in any other format.
- 6.3 The materials associated with the Event will be available in PDF format on the APIL website [www.apil.org.uk](http://www.apil.org.uk) and on the Conference App. Delegates registered for the Event will be able to view the materials on the APIL website during and after the Event.

## **7. Limitation of liability**

- 7.1 APIL is not responsible for any accident, injury, or loss suffered while attending an Event, unless it is as a direct result of negligence by APIL.
- 7.2 APIL is not responsible for any failure to deliver any or part of any materials associated with the Event.
- 7.3 APIL is not responsible for any technical difficulties (including any loss or

deterioration in sound or visual elements) which occur during the Event.

- 7.4 APIL is not responsible for the conduct or activities of any Delegate or Sponsor and is not therefore liable for such under any circumstances.
- 7.5 In no circumstances will APIL be liable for any direct, indirect, incidental or consequential damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from your attendance at an APIL Event, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not APIL knew or should have known of the possibility of such damage to business interruption of any type, whether in tort, contract or otherwise.

## **8. General**

- 8.1 For the purposes of these Terms and Conditions, “Force Majeure” means any cause beyond our control including, without limitation, act of God, war, insurrection, riot, civil disturbance, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, actions taken by the police, acts or regulations of national or local governments, or the inability for us to hold the Event as a result of any epidemic or pandemic. We will not be liable to you for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure, and you shall not be entitled to any refund of any price paid.
- 8.2 These Terms and Conditions form part of an e-commerce transaction and the parties agree that these Terms and Conditions shall be accepted electronically and the agreement to these Terms and Conditions is formed and validly entered into electronically.
- 8.3 These Terms and Conditions shall be governed by and construed in accordance with the laws of the England and Wales and any disputes shall be subject to the jurisdiction of the courts of England and Wales.