

Training and events booking terms and conditions

1. Definitions

Term	Definition
Customer	The person, Trust/Health Board or Network identified as enrolling a delegate
Delegate	A person attending the event and may include a customer
Event	events or conferences offered by the NNA at the stated 'venue'
Materials	Any documentation in either digital or printed form
NNA	Neonatal Nurses Association
Venue	The location at which an event is held, including online
Working day	Any day from Monday to Friday (inclusive) which is not a statutory bank holiday in England

2. Orders and acceptance

- 2.1. The customer is deemed to accept these terms upon enrolling upon an event and is responsible for ensuring the accuracy of all details submitted.
- 2.2. These terms govern the booking for the event to the exclusion of any terms and conditions of the customer. The booking form incorporates these terms and constitutes a legally binding contract.

3. Fees

- **3.1.** The fee for the training or event is per individual delegate. This includes all tuition fees. Online delegates are expected to use their own IT equipment. Refreshments will be provided for in-person events and conferences. Lunch will also be provided for all-day in-person events and conferences.
- 3.2. For the best experience in our online learning events we advise that delegates use their own computer. If more than one delegate chooses to share a computer, each delegate will be charged a fee.



3.3. Delegates will be charged the fee published at the time of booking. Prices are correct at the time of publication but may be subject to increase.

4. Payments

- **4.1.** Payment in full must be received and cleared before the start of the event. We accept payment by direct credit or selected credit/debit cards.
- **4.2.** The NNA reserves the right to refuse admission for any failure by a customer to pay fees for the event prior to the start of the event.
- **4.3.** An invoice can be issued prior to the start of the event. Payment must however be received and cleared before the start of the event.

5. Reservations

- **5.1.** Upon receipt of a completed booking form the NNA will confirm availability of the requested course and a booking confirmation will be issued.
- **5.2.** Bookings are not confirmed until a booking confirmation has been issued.

6. 'Venue' and content of event

- **6.1.** The NNA reserves the right to run events at a different 'venue' to the one specified, when necessary. If this is the case the NNA will inform the customer as soon as possible and provide information about the revised 'venue'.
- **6.2.** Any opinions expressed by speakers at any event are their own and not necessarily those of the NNA.
- **6.3.** The NNA shall endeavour to ensure that the published programme is provided. However, the NNA reserves the right to alter published programmes, dates and speakers according to circumstances. The NNA's liability in respect of such change will be limited to a refund of the customer's fees if so requested.

7. Cancellations

- **7.1.** The NNA reserves the right to cancel, postpone or otherwise alter the content or date of an event without notice. In such circumstances, the NNA may, at its own discretion, return any payment received without penalty of a cancellation charge.
- **7.2.** In the event of cancellation by a delegate or the customer, cancellation fees will be due as follows. If you:
 - cancel a booking over 10 working days before the event you are entitled to a refund of 50%
 - cancel a booking within 10 working days of the event you are liable for the full cost of the event and not entitled to any refund.
 - fail to attend an event you are not entitled to a refund
- **7.3.** In the case of a request to transfer a booking from one event to another scheduled event, the NNA will endeavour to meet any transfer request made over 10 working days



before the event, provided that the transfer date falls within the following six months and that the transfer request is for an event of the same cost or less.

Requests should be directed to <u>admin@nna.org.uk</u>. Transfer requests made within 10 working days are subject to the cancellation terms set out in 7.2.

7.4. To request a refund in accordance with the above you must notify us in writing by email to admin@nna.org.uk. You will then be entitled to a refund from the NNA which will be paid as soon as possible, but in any event within 30 days.

8. Substitutions

Substitute delegates will be accepted, subject to prior notification to the NNA. Where possible, the NNA asks the customer to inform us of the alternative delegate's name at least five working days before the date of the event.

9. Personal belongings

Personal belongings and items belonging to or in the possession of the delegate brought into the venue are the sole responsibility of the owner and the NNA accepts no responsibility for such items. Delegates using the car parking facilities at the venue do so entirely at their own risk. The NNA accepts no responsibility for damage, accident or loss resulting from such use.

10. Force majeure

The NNA will not be liable for any failure or delay in the delivery of the event which is caused by circumstances beyond its reasonable control. Where such an event occurs the NNA's obligations will be suspended for so long as such circumstances continue or the event may be cancelled in which case the provisions of clause 7 will apply.

11. Copyrights

- **11.1.** The NNA reserves all rights in the content of all events and Materials. By completing the booking form customers acknowledge that all rights in the content of events and Materials shall be owned by the NNA (or the individual responsible for developing the event and Materials) and that in attending an event delegates will not obtain any rights whatsoever in such content or Materials.
- **11.2.** The customer agrees not to reproduce, share publicly, sell, hire or copy materials (in whole or part) and not to use such Materials except for the purpose of personal post event reference.
- **11.3.** Where the delegate does not complete the booking form, the customer shall procure that the delegate is bound by these terms.

12. Data protection

12.1. Details of the customer and delegate will be added to the NNA database in order to process your booking and so that the NNA can keep you up to date with services it offers. All data is processed in accordance with the NNA's privacy policy.



12.2. If you do not wish to receive any further information from the NNA please notify us by post or email.

13. Limitation of liability

- **13.1.** Except in respect of liability for death or personal injury caused by the NNA's negligence (for which no limit or exclusions of liability apply), the NNA's aggregate liability, whether for damages or compensation of any nature arising from the contract for the event (including as a result of negligence) shall be limited to the total sum or sums paid by the customer for attendance at the chosen event.
- **13.2.** The NNA shall not be liable in respect of loss of profits, business, revenue, goodwill or anticipated savings or indirect or consequential loss or damage (whether caused by negligence or otherwise); or any act, omission or breach of contract by the customers employees, agents or sub-contractors.

14. Miscellaneous

- **14.1.** If you have any additional requirements due to a disability or any other reason please notify the NNA to discuss requirements.
- **14.2.** The NNA will not be liable for any travel or other expenses incurred by delegates attending events.
- **14.3.** Delegates agree to comply with both the NNA and the venue's policies and procedures at all times during the event. Where the delegate does not complete the booking form for an event, the customer completing the booking form shall procure that the delegate is bound by these terms.
- **14.4.** The NNA reserves the right to refuse admission to any person whom it considers in its absolute discretion to be unsuitable for admission to the event or to remove any such person after the commencement of the event.
- **14.5.** The contract arising from a booking does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to the contract.
- **14.6.** Any contract arising from these terms shall be governed by and construed in accordance with English law and any dispute that may arise between the parties concerning these terms or any contract arising therefrom shall be subject to the exclusive jurisdiction of the English Courts.