

BMA Masterclasses terms and conditions



All bookings are subject to the terms and conditions set out below.

1. Introduction

- 1.1 These terms and conditions (Terms) together with the registration pages (Registration Pages) form the entire contract (Contract) between the British Medical Association (BMA) a company incorporated and registered in England and Wales with Company Number 8848 and whose registered office is at BMA House, Tavistock Square, London WC1H 9JP 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 the BMA 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 the BMA. Please contact the BMA 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 the BMA;

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 the BMA 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;

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 the BMA from time to time) where the Masterclass will be held;

Website: means www.bma.org.uk

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 the BMA, You make an offer to the BMA to enter into the Contract with the BMA which shall be subject to these Terms.
- 3.2 The BMA reserves its right to reject your offer at its sole discretion. Your offer shall not be deemed to have been accepted by the BMA 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. BMA Obligations

- 4.1 The Masterclass will be provided in English.
- 4.2 Subject to clauses 7.5.1 and 7.5.2, the BMA shall use its reasonable endeavours to provide the Masterclass at the time and date set out in the Registration Pages.
- 4.3 The BMA shall provide You with sufficient access to the Materials as the BMA deems reasonably necessary.
- 4.4 The BMA 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. The BMA will make use of commercially available virus checking software in order to seek to minimise related risk.
- 4.5 The Masterclass and the Website are provided on an "as is" basis. Other than as stated in these Terms, the BMA 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 The BMA may suspend the Website for any reason without notice. Where any such suspension is necessary, the BMA 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 the BMA if any of your details require updating.
- 5.3 You agree to provide the BMA with all such assistance and information as the BMA 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, the BMA shall have the right to remove You from the Masterclass if in the BMA'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 the BMA or the Masterclass.

6. Fees and Payment

- 6.1 By submitting the Registration Pages you agree to immediately pay the Fees, in full, to the BMA.
- 6.2 Your application will not be processed until the Fees are received by the BMA.
- 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 the BMA.
- 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 the BMA.
- 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 the BMA 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 the BMA uses its reasonable endeavours to ensure all Fees set out in the Registration Pages and/or Website are accurate, errors may occur. If the BMA discovers an error, the BMA 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 the BMA will treat your booking as cancelled and You will receive a full refund of the monies paid.

7. Cancellation and Refunds

- 7.1 If you wish to cancel your booking, please inform BMA Learning & Development in writing immediately (including any request for a full refund). Any cancellation is only effective once confirmed in writing by BMA Learning & Development. If you cancel up to ninety (90) days prior to the workshop taking place you will receive a full refund, if you cancel up to thirty days (30) prior you will be charged 50% of the total cost and if you cancel within the thirty (30) days you will be charged for 100% of the total cost and will not receive a full refund.
- 7.2 Bookings may be transferred to another date and time following written notification to BMA Careers and subject to availability. Such requests for transfer must be received at least thirty (30) days prior to the workshop.
- 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 the BMA receives notice from You to cancel the Contract in accordance with clause 7.1.
- 7.5 The BMA will use its reasonable endeavours to deliver the Masterclass as set out in the Contract. However, the BMA 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 the BMA does cancel all or any part of the Masterclass, the BMA 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 the BMA'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 The BMA 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 The BMA does not warrant that the completion of the Masterclass will be all the necessary continuing professional development You need or that it is accurate. The BMA 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 the BMA 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 the BMA 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. BMA's Liability to You

- 10.1 Nothing in these Terms seeks to limit or exclude the BMA'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, the BMA 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, the BMA'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 the BMA (cover all BMA's losses) against all and any expenses, losses, liabilities, damages or costs incurred or suffered by the BMA 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 the BMA or its licensors. In consideration for You complying with these Terms, the BMA 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 The BMA takes the issue of your privacy very seriously. In order to provide the Masterclass it will be necessary for the BMA 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 the BMA transferring some or all of your Personal Data from time to time deemed appropriate by the BMA and to the use of such Personal Data in accordance with these Terms and BMA's privacy policy a copy of which can be read at <https://www.bma.org.uk/about-us/legal-policies/privacy-policy>

14. Other Important Terms

- 14.1 The BMA 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 the BMA's reasonable control.
- 14.2 The BMA shall be entitled to change these Terms or the Registration Pages at any time. Where any such change is made, the BMA will use its reasonable endeavours to notify You of any such amendments.
- 14.3 The BMA 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 the BMA by sending an email to learning@bma.org.uk.
- 14.5 The BMA 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 the BMA.
- 14.6 The Contract is between You and the BMA. 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 the BMA 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.