

Event Terms & Conditions for delegates

The terms 'Residential Property Surveyors Association, 'RPSA', 'us', 'we' or 'our' refers to 'Residential Property Surveyors Association', the owner of rpsa.org.uk.com (the 'Website') whose registered office is Hilders Lodge, Ide Hill Road, Bough Beech, Kent TN8 7PW. The term 'you' refers to the user or viewer of our Website.

Words used in these Terms & Conditions in the singular, where the context so permits, shall be deemed to include the plural and vice versa. Words used in the masculine or the feminine, where the context so permits, shall be deemed to mean the other and vice versa. Words used with capitals letters, where the context so permits, shall be deemed to mean the same as words with lower case letters and vice versa.

This document (together with the documents referred to on it) defines the terms and conditions on which we enable you to make a booking for a place on any RPSA in-person or digital events (referred to below as an 'Event') including, but not limited to, training courses, regional conferences, conferences, webinars, training events, round tables and other organised events. Please read these terms and conditions carefully before booking a place(s) on any of our Events.

By booking for physical or virtual attendance at an RPSA event you are (where applicable) consenting for your reasonable contact details to be provided by RPSA to our event sponsors, exhibitors, speakers, presenters, coordinators, organisers, partners and associates.

You should understand that by booking any of our Events, you agree to be bound by these terms and conditions.

Event price

The price of any of our Events will be as quoted in our collateral and on our Website. Prices listed are exclusive of VAT at the prevailing rate unless otherwise stated.

Prices are liable to change at any time, but changes will not affect bookings in respect of which we have already sent you a Booking Confirmation, except in cases of obvious error.

Event booking

To secure your place you should complete the relevant booking form and return it to events@rpsa.org.uk

Note that your booking is not confirmed until you have received confirmation and payment details from the RPSA events team. If you do not receive confirmation within 7 days of sending it then you should contact events@rpsa.org.uk or call 0330 113 9670.

To secure your booking you must make payment according to the terms and methods advised within the time period specified.

All bookings made within 2 weeks of the date of the Event will be non-refundable as detailed in the cancellation terms below.

Payment of invoices issued shall be due strictly in accordance with our standard invoice terms (thirty days from date of invoice, or prior to the commencement of Event). We shall be entitled to charge you interest on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

Special offers

We reserve the right, from time to time, to run special promotional offers on Events. Special Offers may include, but are not limited to, price promotions. In the event of a Special Offer, additional terms and conditions may apply which will be made available at the time of booking.

Any places booked at an Event prior to the Special Offer will not be offered the promotion retrospectively unless specifically agreed by the RPSA.

Promotional Codes

From time-to-time RPSA will issue promotional codes ('the Promotional Code') to chosen individuals/organisations ('Eligible Purchasers') that may be claimed against the cost of placing a booking for a specified Event. Only one Promotional Code can be used per order and can only be used in conjunction with any other promotion, special offer or discount where RPSA has provided its express permission. To utilise the Promotional Code Eligible Purchasers must enter/state it prior to completing the order. Eligible Purchasers must not pass on the Promotional Code to third parties. RPSA reserves the right to cancel and refund any booking placed by anyone other than an Eligible Purchaser, using a Promotional Code.

Confirmation of booking

All bookings are subject to availability on the Event and formal acceptance by us, and we will confirm such acceptance to you by sending you a confirmation e-mail stating that the booking has been confirmed (the 'Booking Confirmation').

The contract between us ('Contract') will only be formed when we send you the Booking Confirmation. The Contract will relate only to those Events which we have confirmed in the Booking Confirmation. Should there be a limited number of places at each Event these will be allocated in order of receipt of bookings.

Joining instructions

You will receive joining instructions via email confirming timings and venues no less than two weeks prior to the event. If you have not received this one week prior to the event please contact us. Prior to contacting us, please ensure you have checked your email inbox as well as your spam and junk mail, just in case the joining instructions have been sent to these inboxes by your email client.

Event content

We reserve the right to make changes to the published programme of an Event (but not the overall content), for example to timings and/or speakers if one of the advertised speakers is unable to attend. In such cases, you will not be entitled to a refund if you cancel your place.

Event venue

Our Events are held at a number of venues operated by third parties. You acknowledge that we may have to change the published venue or format (including from in-person to virtual and vice versa) for the Event for reasons beyond our control and in such cases you will not be entitled to cancel unless the change in venue represents a significant disadvantage to you.

You are liable for any loss or damage which you may cause to any premises and agree to adhere to all housekeeping rules, procedures and policies (including policies as to behaviour and conduct) that may be in place at any venue from time to time.

If you have a disability or medical condition that requires special arrangements to be made, or specific dietary requirements, please notify us of your requirements when making your booking.

Continuing professional development ('CPD') hours

All of our Events carry CPD hours. A CPD certificate will be emailed to you after completion of the Event upon your request to events@rpsa.org.uk

Our cancellation and refund policy

Cancellations must be received in writing by e-mail to events@rpsa.org.uk. You will be invoiced as follows for the cost of the Event, depending on when the cancellation notification is received:

- Between 12 and 8 weeks before the date of the Event – 25% of the total cost is due
- Between 8 and 4 weeks before the date of the Event – 50% of the total cost is due

- Between 4 and 2 weeks before the date of the Event– 75% of the total cost is due
- Less than 2 weeks before the date of the Event– 100% of the total cost is due.

All bookings received within two weeks of the date of the Event will be subject to the cancellation terms and conditions with immediate effect and any monies due will need to be paid by credit/debit card or BACS transfer at the time of booking.

Any persons who are unable to attend an Event they are booked onto may nominate a replacement (“the substitute”) who may attend in their absence, provided that RPSA receives written notice of the substitute’s name, e-mail address and dietary requirements no less than 5 working days prior to the event taking place. Payment of any difference in the price applicable to the original attendee and the substitute, e.g. non-member rate, must be made prior to the event start date.

RPSA reserves the right to refuse entry to the substitute in circumstances where any difference in price (see above) has not been settled or where the substitute fails to meet any eligibility criteria applicable for attendance at the relevant Event.

We reserve the right at any time and without prior warning to change the venue or format (including provision by virtual means or vice versa) of the Event and/or Speakers/Chairman from those described in the programme. We also reserve the right in our absolute discretion, to cancel your booking where we need to do so due to circumstances outside of our control (including, but not limited to, situations where sufficient numbers have not booked for the Event or the speakers are unavailable or cancel the Event or if you are more than 30 days in arrears with any payment due to us, or if it may prejudice our reputation). We shall have no liability for losses or costs which you may incur due to such cancellation, but we shall refund your booking payment (in full as soon as possible) or offer you an alternative Event (up to the cost of the purchase price paid) if one is available. You have the choice of accepting the refund, a credit note, or attending the alternative Event.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase but reserve the right to refund using an alternative method.

Rights in materials

All copyright and other rights (including all intellectual property rights) in materials provided to you during or for the purposes of any of our Event (including, without limitation, course notes, slides, brochures, articles or case studies) are the property of RPSA or of our speakers. You are entitled to use such materials only for your own personal use. You are not entitled to copy such materials (except as permitted by law) nor are you entitled to use or authorise others to use such materials for any commercial purposes.

Our liability

Event attendees shall be required to keep their personal belongings with them at all times and we accept no liability for damage to, or loss of, personal belongings. We do not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned on our premises or at external venues save for any damage caused by our negligence in which circumstances our liability shall be limited to the amount of our insurance for such losses.

We will not be responsible to you or any third party for any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or any other loss or damage which does not result directly from our actions.

Nothing in these event booking terms and conditions excludes our liability to you for personal injury or death caused by our negligence.

Limitation of Liability

Nothing in these terms and conditions shall exclude or in any way limit either party's liability for:

- fraud
- death
- personal injury
- breach of any warranty given under this Contract
- any physical damage to any property belonging to either party, or any third party (including the parties' representatives, the venue, guests, performers or exhibitors), resulting from its negligence or deliberate misconduct;
- regulatory compliance; or
- any other liability that cannot be excluded or limited by law.

Further, neither RPSA nor any of our Directors, agents, officers or employees will be liable for any indirect or consequential losses incurred or suffered by the delegate, whether or not those losses are foreseeable.

To the extent that the foregoing limitation of liability is prohibited or fails of its essential purpose, RPSA's sole obligation to the delegate for all losses arising out of or in connection to the event (whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed the amount of any fees received by RPSA from the delegate.

Events outside our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- Strikes, lock-outs or other industrial action;
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- Impossibility of the use of public or private telecommunications networks; and
- The acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

Publicity

RPSA events are promoted on the website rpsa.org.uk, on social media and via e-newsletters.

Industry media and stakeholders are also alerted to these important events in the industry calendar.

We may use media, including photographs and videos, taken at events, on our website as well as being shared and stored on third-party platforms. Your attendance at an event may mean that your image is featured in such media and you are deemed not to object to the obtaining and use of such media as detailed above. If you do not wish to be included in any media, please notify RPSA prior to the event.

Refusal to authorise use of your image in photographic or video media obtained at the event may result in refusal of entry into the event and the loss of any entry or booking fees paid.

Privacy

RPSA takes the privacy and security of personal information very seriously.

The delegate acknowledges that by entering into this Contract it is warranting that it will comply with all applicable data processing legislation including, but not limited to, the General Data Protection Regulation (UK) and the Data Protection Act 2018, as updated from time to time.

The delegate further acknowledges that participation in the event grants RPSA the right to share relevant and reasonable contact details of the delegate with all sponsors, exhibitors, organisers, and partners involved in the running, organisation, management, publicity and promotion of the event.

Variation of these Terms and Conditions

We have the right to revise and amend these terms and conditions from time to time to reflect changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

You will be subject to the policies and terms and conditions in force at the time that you purchase your entry from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to bookings previously made by you) or both parties agree in writing for a modification to be made to this contract.

Law and Jurisdiction

Contracts for the booking of Our Events (both online and offline) will be governed by the law of England and Wales.

The invalidity or unenforceability of any term detailed in these Terms and Conditions shall not adversely affect the validity or enforceability of the remaining terms and rights.

Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

www.rpsa.org.uk

All enquiries to events@rpsa.org.uk

Alan Milstein chairman@rpsa.org.uk

Tel 07905 259293

RESIDENTIAL PROPERTY SURVEYORS ASSOCIATION

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