



TERMS AND CONDITIONS

Events

TERMS & CONDITIONS – EVENTS

1. About the ASFP

The term 'Association for Specialist Fire Protection', 'ASFP', 'us' or 'we' refers to the owner of www.asfp.org.uk (the 'Website') whose registered office is Unit A West Oak House, Westwood Business Park, Westwood Way, Coventry, CV4 8HS. The ASFP is a company registered at Companies House in England. No 1292282 the term 'you' refers to the user or viewer of our Website.

This page (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 of the ASFP in-person or digital Events (referred to below as an 'Event') including, but not limited to, training courses, regional conferences, annual conference, webinars, technical conferences and association awards. Please read these Terms and Conditions carefully before booking any Events. You should understand that by booking a place(s) on any Event(s); that:

You are (where applicable) consenting for your details to be provided to ASFP's virtual platform provider so that they can set up and enable your virtual access to the Event. By accessing an Event virtually, you are also agreeing to abide ASFP's virtual platform provider Terms and Conditions. Relevant details concerning ASFP's LMS platform will be supplied upon request.

You should understand that by booking any Event(s), you agree to be bound by these Terms and Conditions.

2. Event price

The price of any of ASFP's Events will be as quoted in collateral and on ASFP's 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 any that have already sent a Booking Confirmation for, except in cases of obvious error(s).

3. Event booking (Online)

You may pay for your booking online by credit and debit card. ASFP regret that it cannot accept cheques, credit notes or cash as payment for bookings made online and/or through the payment gateway. Credit and debit card payments made online through the Website are processed by a secure payment collection service (SPCS). ASFP's online payment processing is undertaken by the payment portal provider, a leading secure internet payment service provider. When you book an Event online and wish to make payment online, you will be required to log-in to the website. If you are an ASFP Member, you will already have login details. If you are not an ASFP Member you can register to create an online account and book an Event.

To successfully process your online booking, ASFP will take your name, address and other details, in accordance with ASFP's Privacy Policy, and then you will be transferred to a secure page to enter your credit or debit card details and finalise the payment process. The page will form part of the overall ASFP website; however, the form will be provided by the payment gateway provider and will therefore comply with online payment security regulations. ASFP's payment portal provider will need to know certain information about you in order to process payment for the booking and you hereby consent to the transfer by ASFP to the payment provider.

Please note that whilst ASFP operates secure IT systems, it cannot guarantee the security of data which you send us by e-mail. Accordingly, please do not send payment information using e-mail. Unless ASFP is

fraudulent or negligent, ASFP will not be liable to you for any losses caused as a result of unauthorised access to the personal and transactional information that you provide when making a booking.

For Events booked online, payment shall be due immediately.

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

4. Event booking (Offline)

To register for an Event not using ASFP's website, you can either:

- Return a completed booking form or a photocopy together with a (signed / numbered) Purchase Order and Number via e-mail to info@asfp.org.uk or by post to: Events Team, Association for Specialist Fire Protection, Unit A West Oak House, Westwood Business Park, Westwood Way, Coventry, CV4 8HS, United Kingdom.
- Contact the team by telephone on +44 (0)24 76 9354121 to make payment by credit card to place your booking.

We ask that you do not send credit card details by e-mail or post. ASFP accepts no liability for payment details sent in this way.

Payment of invoices issued shall be due strictly in accordance with our standard invoice terms (30 (thirty) days from date of invoice).

We shall be entitled to charge you interest (at the current Bank of England base rate) on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

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

5. Special offers

ASFP 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 ASFP.

6. Promotional codes

From time-to-time ASFP 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 1 (one) Promotional Code can be used per order and can only be used in conjunction with any other promotion, special offer or discount where ASFP 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. ASFP reserves the right to cancel and refund any booking placed by anyone other than an Eligible Purchaser, using a Promotional Code.

7. Confirmation of booking

All bookings are subject to availability of the Event and formal acceptance by ASFP, and ASFP 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 ASFP ('Contract') will only be formed when ASFP send you the Booking Confirmation. The Contract will relate only to those Events which ASFP 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.

8. Joining instructions

You will receive joining instructions via e-mail confirming timings and venues once your booking has been processed. If you have not received this 1 (one) week prior to the Event please contact ASFP. Prior to contacting ASFP, please ensure you have checked your e-mail inbox as well as your spam and junk mail, just in case the joining instructions have been sent to these inboxes by your e-mail client.

9. Event content

ASFP 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 1 (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.

10. Event venue

ASFP Events are held at a number of venues including at ASFP's premises in Coventry. You acknowledge that ASFP may have to change the published venue or format (including from in-person to virtual and vice versa) for the Event for reasons beyond its 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 ASFP assets or premises, or that of the external venue 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.

When booking an individual ticket for a seated event, ASFP cannot guarantee where you will be placed or who you will be placed next to.

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

11. ASFP cancellation and refund policy

Cancellations must be received in writing by e-mail to the Training and Events Executive by e-mailing info@asfp.org.uk. You will be invoiced as follows for the cost of the Event, depending on when the cancellation notification is received:

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| • 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 2 (two) working 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 ASFP receives written notice of the substitute's name, e-mail address and dietary requirements no less than 3 (three) 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.

ASFP 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.

ASFP 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/Chair from those described in the programme. ASFP also reserve the right in its absolute discretion, to cancel your booking where needed 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 (thirty) days in arrears with any payment due to the ASFP, or if it may prejudice ASFP's reputation). ASFP shall have no liability for losses or costs which you may incur due to such cancellation, but ASFP 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 1 (one) is available. You have the choice of accepting the refund, a credit note, or attending the alternative Event.

ASFP 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.

12. Transferring to an alternative Event

If you have booked onto an Event and wish to transfer to an alternative Event, you are required to notify in writing the Training and Events Executive at least 10 (ten) working days before the Event you have booked on is due to take place. Please note, each case is considered on an individual basis. You may only be able to transfer from a booked Event up to 2 (two) times, after which you will not be entitled to a refund or additional transfer due to the cost of Event administration and expenses incurred up to this point.

Should there be differences in the cost of an Event, ASFP will notify you to pay the outstanding balance should the new Event you have transferred onto exceed the cost of the original Event you booked. Should the cost of the new Event be less than the cost of the original Event you booked, the difference will be credited back only if the Training and Events Executive has received your notification to transfer to an alternative Event no less than 10 (ten) working days prior to the date of the original Event.

13. Copyright

All copyright (©) and other rights (including all intellectual property rights (IPR)) in materials provided to you during or for the purposes of any of our Events (including, without limitation, notes, slides, brochures, articles or case studies) are property of the ASFP or of its 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. All our materials state a copyright (©) mark "© 'year' ASFP – All Rights Reserved."

14. ASFP liability

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

ASFP 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 ASFP's actions.

Nothing in these Event booking Terms and Conditions excludes ASFP's liability to you for personal injury or death caused by ASFP's negligence.

15. Events outside ASFP's control

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

- Strikes, lockouts 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.

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

16. Publicity

ASFP may use footage taken at Events in publicity and marketing materials, including use on its Website as well as being shared and stored on third-party platforms. Your attendance at an Event may mean that you are featured in such footage, and you are deemed not to object to the taking of such footage as detailed above. If you do not wish to be included in any footage, please notify the camera operator at the relevant Event prior to the footage being taken.

17. Recordings (virtual/online events)

ASFP reserves the right to record virtual/online Events and by attending such Events you are consenting to ASFP making and storing such recordings. You will receive a notification (visual or otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the Event.

18. Privacy

ASFP takes the privacy and security of your personal information very seriously. Our Privacy Policy explains how we collect and use personal information in accordance with data protection laws. Our Privacy Policy can be found at https://asfp.org.uk/privacy_statement.aspx.

A copy of ASFP's virtual conference platform provider's practices and policy with respect of the collection, use and disclosure of user information collected through the use of their technology services can be obtained directly from the platform provider.

19. ASFP's right to vary these Terms and Conditions

ASFP have the right to revise and amend these Terms and Conditions without prior notice to reflect changes in technology, changes in payment methods, changes in relevant Laws and regulatory requirements and changes in ASFP system's capabilities.

You will be subject to the policies and Terms and Conditions in force at the time that you place a booking with ASFP, 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 if ASFP notify you of the change to those policies or these Terms and Conditions before ASFP send you the Booking Confirmation (in which case ASFP have the right to assume that you have accepted the change to the Terms and Conditions, unless you notify ASFP to the contrary within 7 (seven) working days of receipt by you of the Booking Confirmation).

20. Law and Jurisdiction

Contracts for the booking of ASFP 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.