

Terms and Conditions - Events/Training Courses

For the purposes of this document the parties referred to in these Terms and Conditions shall be as follows:

- A) EAST MIDLANDS CHAMBER (DERBYSHIRE, NOTTINGHAMSHIRE, LEICESTERSHIRE) ("**The Chamber**" – supplier of services)
- B) THE RECEIVER OF THE SAID SERVICE ("**The Customer**")
- C) WHEN PROVIDING WRITTEN CONFIRMATION OF AN EVENT/TRAINING BOOKING (VIA EMAIL OR WEBSITE) this will then constitute and be referred to as a "**Contract**" with "**The Chamber**"

Data Protection Legislation

Furthermore for the purposes of these terms and conditions, **Data Protection Legislation** means (i) unless and until the General Data Protection Regulation (GDPR) is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

The Chamber and **the Customer** shall comply with all applicable requirements of the Data Protection Legislation. The data protection provisions set out in these terms and conditions are in addition to, and do not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

The Chamber and **the Customer** each acknowledge that for the purposes of the Data Protection Legislation, **the Customer** is the data controller and **the Chamber** is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

The Customer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to **the Chamber** for the duration and purposes of the event/training course booking.

The Chamber shall, in relation to any Personal Data processed in connection with the performance by **the Chamber** of its obligations under the event/training course booking:

- a) process that Personal Data only on the written instructions of **the Customer** unless **the Chamber** is required by the laws of any member of the European Union or by the laws of the European Union applicable to **the Chamber** to process Personal Data (**Applicable Laws**). Where **the Chamber** is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, **the Chamber** shall notify **the Customer** of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit **the Chamber** from so notifying **the Customer**.

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- b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- d) assist **the Customer**, at **the Customer's** cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- e) notify **the Customer** on becoming aware of a Personal Data breach;
- f) at the reasonable written direction of **the Customer** and, so far as it is technically possible to do so, delete or return Personal Data and copies thereof to **the Customer** on termination of the membership unless required by Applicable Law to store the Personal Data; and
- g) maintain complete and accurate records and information to demonstrate its compliance with these provisions (a) to (g).

The Customer acknowledges that **the Chamber** is reliant on **the Customer** for direction as to the extent to which **the Chamber** is entitled to use and process the Personal Data. Consequently, **the Chamber** will not be liable for any claim brought by a data subject arising from any action or omission by **the Chamber** to the extent that such action or omission resulted directly from **the Customer's** instructions.

By booking onto an event or training course being managed by or organised through **the Chamber**, **the Customer** understands and consents to **the Chamber** using Personal Data supplied by **the Customer** to assist **the Chamber** in managing and promoting its services and furthermore, consents to such data being held on **the Chamber's** computer systems.

Payment Terms

Payment must be made at the time of booking unless specifically stated or arranged in exceptional circumstances.

Any bookings received from outside of the UK MUST be paid in full at the time of booking.

Credit/debit card payment can be made via the website at the time of booking.

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Requests for invoices can only be processed with a valid purchase order order/appropriate permissions from **the Customer** and is subject to prior approval.

Payment terms are 30 days from date of invoice. Until such time as the invoice is paid **the Chamber** reserves the right to withhold services or charge for the provision of services at non-member rates.

Discounts cannot be used in conjunction with other offers or discounted rates. At the point of booking the discount offered applies to the person attending the event. Substitutes are welcome however, if they are not entitled to the discount, the appropriate additional charge will be incurred.

Event Cancellation terms

All events supplied by **the Chamber** are subject to a cancellation policy which will be clearly outlined in the event booking and on subsequent confirmation emails. Cancellation policies can vary depending on the nature of the event. Should **the Customer** cancel after an advertised deadline, this will result in payment still being owed. If **the Customer** still wishes to cancel a delegate place, the request must be submitted via email to the relevant department at **the Chamber**.

All cancellations must be submitted via email to the relevant department at **the Chamber**.

The Chamber reserves the absolute right to terminate the event attendance of any booking where it is reasonably considered that attendance is not in the interest of **the Chamber** or other event delegates.

In exceptional circumstances, **the Chamber** may be required to cancel an event only when absolutely necessary, and reserves the right to do so, as well as to reschedule events and substitute presenters. If unforeseen circumstances cause an event to be cancelled, **the Chamber** will use reasonable endeavours to notify **the Customer** as soon as possible. **The Customer** may request to transfer to another event, receive a credit, or full refund.

Training Course Cancellation terms

When requesting/booking for a training course place(s) **the Chamber** will ask **the Customer** to provide formal written confirmation; this will come to **the Chamber** directly if the booking is made via the website, or it can be sent via email. Course places will be held provisionally until **the Chamber** receives written confirmation.

This written confirmation forms a binding contract and presumes **the Customer** has agreed to **the Chamber** terms, including payment terms.

This cancellation policy will be effective once The Chamber has received written confirmation from the Customer for a training course booking.

All cancellations and transfers must be confirmed in writing.

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If cancelling **more than 14 days** before the first course date NO cancellation fees will be incurred and all monies will be refunded. Exception: If cancelling an International Trade Operations and Procedures (ITOPS) course **more than 21 days** prior to the course start date, then NO cancellation fees will be incurred and all monies refunded.

If ***the Customer*** chooses to transfer this place to an alternative date, ***the Customer*** may incur an administrative charge of ten per cent of the original cost +VAT.

If cancelling **less than 14 days** before the first course date the FULL course fee + VAT is payable. Exception: If cancelling an International Trade Operations and Procedures (ITOPS) course **less than 21 days** before the first course date, the FULL course fee+ Vat will payable. Substitute delegates can be made at any time without additional fees.

If ***the Customer*** chooses to transfer to an alternative date with less than fourteen days' notice, ***the Customer*** may be charged for the original cost of the course, **and** the cost of the new date booked.

Non-attendance / withdrawal will be charged at full course cost.

The Chamber reserves the absolute right to terminate the booking where it is reasonably considered that attendance is not in the interest of ***the Chamber*** or other course delegates. In exceptional circumstances, ***the Chamber*** may be required to cancel a training course but only when absolutely necessary, and reserves the right to do so, as well as to reschedule training courses and substitute trainers. If unforeseen circumstances cause a training course to be cancelled, ***the Chamber*** will use reasonable endeavours to notify ***the customer*** as soon as possible. ***The customer*** may request to transfer to an alternative date, receive a credit, or full refund.

For unaccredited courses - Substitute delegates can be made at any time except within the stated cancellation periods.

For accredited courses except the ITOPS course - Substitutions will be permitted prior to the second day of the course. Additional registration fees for substituted delegates will be payable in addition to the course fee where the withdrawing delegate has already registered.

In the event of an expected delegate not arriving on a course day, ***the Chamber*** will attempt to contact ***the Customer*** to clarify their whereabouts.

Exceptional Circumstances – Accredited Programmes Only - with the exception of ITOPS course

Where an individual delegate has encountered illness or unavoidable situations which would fall under the provisions of the accrediting organisation's exceptional circumstances policy, where possible, ***the Chamber*** will offer a catch up for one missed session. In more serious circumstances a deferment to a future course may be offered, subject to availability and proof of the circumstance in writing. **No refunds will be given.**

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The Chamber's Training Course commitment to the Customer

- We will listen to all delegates and treat them with respect;
- We will work in partnership with delegates and respect their opinions and decisions;
- We will be helpful, polite and professional at all times;
- We will provide delegates with support during their training programme;
- We will investigate and take appropriate actions where complaints or concerns have been raised.

What *the Chamber* asks of *the Customer* attending a training course

- To be honest and open with us
- To be committed to the course
- To respond to questions from the trainer in a timely manner
- To treat other participants and our staff with respect
- To raise any concerns of whatever nature in a timely manner to your trainer or a staff member

Chamber member/non-member rates

If ***the Customer*** is purchasing a product/service from ***the Chamber***, and is a fully paid-up Chamber member at the time of purchase, then ***the Customer*** is entitled to the available preferential event/training course rates as part of their membership benefits package, as stated at the point of booking.

If ***the Customer*** is booking an event/training course as a non-Chamber member or should ***the Customer's*** Chamber membership expire for any reason ***the Customer*** will immediately forfeit all rights to access Chamber services and benefits at the preferential member rates. Any advice sought following termination of membership will be charged accordingly. Also, ***the Chamber*** shall notify other service providers and any ex-members will be excluded from their beneficial rates upon renewal.

Communication

The Chamber regularly communicates with clients, by using email and postal addresses and/or telephone numbers previously collected. The information ***the Chamber*** collects and uses for these purposes will be used to provide information to clients that ***the Chamber*** feels is of interest to them. Individuals who ***the Chamber*** communicates with, shall always have the opportunity to opt-out of future communications.

If you are a member of ***the Chamber***, personal data will only be shared with partners of ***the Chamber*** where, in the opinion of ***the Chamber***, it is necessary for the member to gain full advantage of the benefits of membership. Details of these partners can be provided by ***the Chamber*** upon request and individuals can opt-out of this data sharing at any time by emailing info@emc-dnl.co.uk.

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The Chamber is relying upon the provisions of 'legitimate interests' as the lawful basis for processing this data as described in **Article 6(1)(f) of GDPR**.

Liability

The Chamber shall have no liability for any losses suffered by **the Customer** as a result of using services offered by a fellow member or contact made at a Chamber event/training course. **The Chamber** shall have no responsibility for advice given or services provided by its third party service providers.

The Customer will be required to keep their personal belongings with them at all times and **the Chamber** accepts no liability for damage to, or loss of, personal belongings.

The Chamber does not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned on **the Chamber's** premises or at external venues save for any damage caused by **the Chamber's** negligence in which circumstances **the Chamber's** liability shall be limited to the amount of **the Chamber's** insurance for such losses.

The Chamber will not be responsible to **the Customer** 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 **the Chamber's** actions.