



# ISEAL Training and Event Terms & Conditions

Version 4 – August 2022

This document tells you (“**you**” means the party contracting with ISEAL for any training or event) the terms and conditions on which we (“**we**”, “**us**” or “**ISEAL**” means the ISEAL Alliance, registered company no. 04625800) supply training and other events including, but not limited to, conferences, symposia, training courses, meetings, workshops and salons, which are referred to collectively as “**events**”.

Please read these terms and conditions carefully before booking any events online or by email. You should understand that by booking any event, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

## *1. Provisional Bookings*

When you book events online or by email, we will email acknowledgement of your booking request to you within 1 Working Day of us receiving it. When not accompanied by full payment, your booking will be deemed to be provisional (“**Provisional Booking**”). Provisional Bookings will only be held until the due date of the corresponding invoice or 10 days prior to the event, whichever is soonest. After this time any Provisional Bookings may be cancelled by ISEAL on written notice to you, under Clause 6 below. When your payment has been received in full, the event delivery will then be confirmed and a binding contract will have been entered into between you and ISEAL. Please refer further to the “How to pay” section below. The contract will last until the event has been delivered (unless terminated earlier in accordance with these terms and conditions).

## *2. How to pay*

Payments must be made in the currency indicated on each invoice or in the payment summary at the time of paying online.

If you are making a booking online for an event, you can pay by credit card, debit card, or PayPal. Bookings and payments are managed online by secure, third-party providers. Payment by credit card, debit card or PayPal must be made at the time of booking online.

To book offline and pay an invoice by bank transfer or PayPal, please direct requests to [events@isealalliance.org](mailto:events@isealalliance.org). The invoice will need to be addressed to you or the person or organisation booking on your behalf. Your payment must be made in full within 30 days from the date of the invoice or by 10 days prior to the event (whichever is earlier). If your payment is not made within those timescales, ISEAL reserves the right to refuse admission to the relevant event until your payment has been made in full; to move your booking to a future delivery of the event; or to cancel your booking (in which case clause 6 below will apply).

For bookings made other than via Eventbrite or other third-party providers, your payment can be made in one of the following ways:

- Direct bank transfer to the ISEAL bank account, details of which can be found on the invoice issued by ISEAL, with transmission charges being your responsibility or the responsibility of the person or organisation who booked on your behalf;
- PayPal request issued by ISEAL to you or the person who booked on your behalf, with the addition of a transaction fee proportionate to the transaction amount.

### 3. Copyright

All materials (“ISEAL Materials”) provided as part of our events, including graphics and text products, are owned by ISEAL. ISEAL grants you non-exclusive license to use the ISEAL Materials for the purpose of receiving the Services and for your learning and development and your internal business purposes, provided always that no content, in whole or in part, of the ISEAL Materials may be copied, reproduced, uploaded, posted, displayed, linked to, disseminated or used in any commercial way without the prior written permission of ISEAL. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of ISEAL, or in the case of material licensed to ISEAL, the owner of such materials. ISEAL retains full and exclusive ownership of all the intellectual property embedded in its service products, methods and the ISEAL name.

### 4. ISEAL Platform

Access granted to the ISEAL Platform for the purpose of attending events is limited to the duration of the event and is subject to the website’s terms of use.

### 5. Communications and claims

The booking of and participation in an ISEAL event does not constitute an endorsement of the organisation or the system you represent, nor an association between you and ISEAL.

### 6. Cancellation of events by ISEAL

ISEAL reserves the right to amend or cancel any events, times, dates or published fees where there has been an error in those published fees. An event might be cancelled if there isn’t sufficient uptake by 3 weeks before the delivery start date for in-person events and 1 week for online events at the latest. Any changes to event fees, times and dates will be advised 3 weeks before the delivery start date at the latest. If you have already been invoiced, you will not be subject to any increased fee for the event you have paid for. As an in-person event may be cancelled by ISEAL up to 3 weeks prior to its start date, we recommend that you do not make travel or accommodation arrangements before this time. On rare occasions it may be necessary to cancel events within 3 weeks before the delivery start date due to illness or other unforeseen circumstances. Where an event has been cancelled by ISEAL, you will be offered an alternative date for the same event (where possible), a credit towards another event or a refund. ISEAL shall not be liable for reimbursements of any costs incurred more than 3 weeks in advance of the event. ISEAL will take all reasonable steps to avoid cancellation of events.

### 7. Cancellations by you

You must notify us of all cancellations by writing to [events@isealalliance.org](mailto:events@isealalliance.org). Where an event booking has been confirmed by ISEAL and is subsequently cancelled by you, you will be liable for the following charges.

Number of weeks before training or event that the cancellation is made	Charge to you
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Over 6 weeks	No charge
4 – 6 weeks	40% charge
3 – 4 weeks	80% charge
3 – 0 weeks	Full charge

You can cancel your event booking without penalty within a period of 10 working days beginning on the day after the day the booking was made. In this case, you will receive a full refund of the fee paid for the event in accordance with our refunds policy (clause 9 below). After this initial 10 working day period the charges in the table above apply.

#### *8. Substitution*

You may transfer your booking to another delegate from your own organisation at any time. A 10% administration fee may be charged if the substitution is requested less than 3 weeks before the event date and requires detailed administration.

#### *9. Refunds*

If you wish to cancel your booking, ISEAL will refund your fees paid subject to the cancellation charges set out in clause 7 above. You must notify us of all substitutions or cancellations in writing to [events@isealalliance.org](mailto:events@isealalliance.org). ISEAL will then inform you how your refund will be processed. Where you cancel or substitute your booking and are due a refund a transmission fee will be deducted. No refund transmission fee will apply where we cancel or transfer your booking.

If you wish us to refund a paid invoice you will need to submit your bank details to ISEAL. Upon receipt of these instructions, ISEAL will aim to process the refund within 10 Working Days.

#### *10. Written communications*

Some of the information or communications we send to you will be in writing. When using Eventbrite or other third-party providers for online payments, you accept that communication with us will be mainly electronic. We will contact you by e-mail and provide you with information by posting notices on our website, or the website of our event administrator. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any requirement that such communications be in writing. This condition does not affect your statutory rights.

#### *11. Notices*

All notices given by you to us must be directed to [events@isealalliance.org](mailto:events@isealalliance.org). We may give notice to you at either the e-mail or postal address you provide to us when placing your order. Notice will be deemed received and properly served 24 hours after we send an e-mail, or three days after we post any letter, whichever is the earlier. In proving the service of any notice, it will be sufficient for us to prove, in the case of a letter that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that our e-mail was sent to your specified e-mail address.

## *12. International bookings*

ISEAL welcomes all delegates to in-person events. If you are resident outside the host country you should ensure that you have a valid visa (if required) and can comply with all immigration requirements before booking an event.

Please visit the website of the immigration authorities, foreign ministry or embassy of the event's host country to find visa information and requirements. ISEAL may be able to support visa applications by providing a visa invitation letter. Please email [events@isealalliance.org](mailto:events@isealalliance.org) to request a visa invitation letter.

## *13. Specific needs*

ISEAL aims to ensure that its events are accessible to all. If you have any specific needs, please advise us at the earliest possible time and we will contact you to discuss your requirements.

## *14. ISEAL bank details*

Our bank details will be provided on any invoice that we send you for payment to be made for attending one of our events.

Contact details for ISEAL

Telephone: +44 (0) 20 3246 0066

Email enquiries: [events@isealalliance.org](mailto:events@isealalliance.org)

Address: ISEAL Alliance | The Green House | 244-254 Cambridge Heath Rd | London | E2 9DA

## *15. Complaints Procedure*

We are committed to providing a high standard of customer care. If you are not happy with any element of the service that you have received, please contact ISEAL's Director of Operations and Finance, Philip Wilson, or ISEAL's Senior Manager, Membership & Credibility, Caitlin Peeling at [events@isealalliance.org](mailto:events@isealalliance.org).

## *16. General*

**Force majeure.** ISEAL shall not be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any event if such delay or failure results from events, circumstances or causes beyond ISEAL's reasonable control.

**Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (i) waive that or any other right or remedy; or
- (ii) prevent or restrict the further exercise of that or any other right or remedy.

**Severance.** If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.

**Entire agreement.** This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

#### *17. Governing law*

These terms and conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them.