



The Royal College of Pathologists

Pathology: the science behind the cure

## **Terms and Conditions for the RCPATH virtual programmes organised and administered by The Royal College of Pathologists**

These terms and conditions apply to bookings made via the Royal College of Pathologists conference registration platform for College conferences only.

### **Definitions**

In these terms and conditions unless inconsistent with the context or otherwise specified the following definitions will apply:

**i. “RCPATH”**

The Royal College of Pathologists

**ii. “events”**

Educational meetings, conferences and webinars organised and administered solely by RCPATH, attended remotely

**iii. “working days”**

The days on which the College is open for business, usually Monday to Friday between 9.00am and 5.00pm. Public holidays are excluded, as are periods when the building is closed, such as the period between Christmas and New Year, as notified on the College website.

### **1. The contract between RCPATH and purchaser**

RCPATH must receive payment of the whole of the registration fee (where applicable) before a booking for an event can be confirmed. Once payment has been received, RCPATH will confirm the booking by sending an email to you at the email address provided by you at the point of booking, acceptance of a booking brings into existence a legally binding contract. If the College does not receive a booking, or does not confirm a booking, the contract is not established. All communications relating to the contract must be as set out in paragraph 7 below.

### **2. Cost**

The costs payable for attending events, are as set out on the RCPATH on meeting event pages.

### **3. Right to cancel your contract**

3.1 You may cancel your contract with RCPATH for a booking at any event, in accordance with the following conditions: -

3.1.1 You must notify RCPATH in writing, by email at least 48 hours prior to the event date to obtain a full refund, minus £10 admin charge.

- 3.1.2 Cancellation after this period stated in 3.1.1. will be non-refundable.
- 3.1.3 Delegates may transfer their booking to another event without charge if notification is received within 48 hours of the original session. If there is a difference in value, payment must be received in advance of the event. If less value, RCPATH will organise to refund the difference. This must be requested in writing via email to [meetings@rcpath.org](mailto:meetings@rcpath.org). RCPATH will confirm acceptance of the request to transfer sessions by email as soon as possible. Please note this may not be possible for every event, so please check first.
- 3.1.4 Any dispute regarding refunds will be escalated to the Senior Events Coordinator in the first instance, if the dispute is not resolved it will be escalated to the Head of Facilities & Events, to make a final decision.
- 3.1.5 A proof of confirmation of booking (confirmatory email or letter from RCPATH) must be provided with the request.

#### **4. Cancellation by RCPATH**

- 4.1 RCPATH reserves the right to cancel the contract if:
- 4.1.1 The event you have booked a place on is cancelled by RCPATH or a third party;
- 4.1.2 Exceptionally, RCPATH does not have an available place at the event.
- 4.2 If RCPATH cancels your contract, RCPATH will notify you by email or phone and will re-credit your account any sum deducted by RCPATH in payment for the cancelled booking from your credit/debit card as soon as possible and within 30 days of the confirmed cancellation. RCPATH will not be obliged to offer you any compensation for expenses incurred by you or inconvenience caused to you as a result of the cancellation.

#### **5. Liability**

- 5.1 Save as precluded by law, RCPATH will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to RCPATH under this condition, and RCPATH shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you to book a place at the event in question.
- 5.2 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable English law or other statutory rights that may not be excluded nor in any way to exclude or limit RCPATH liability to you for any death or personal injury resulting from RCPATH negligence.

#### **6. Communications and Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to RCPATH must be in writing and sent by email to: [meetings@rcpath.org](mailto:meetings@rcpath.org)

#### **7. Circumstances beyond the control of RCPATH**

- 7.1 RCPATH shall have no liability to you for any failure to organise an event at which you have booked a place, or any delay in doing so, or for any problems with events organised that are caused by any incident or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, accident or

pandemic.

- 7.2 RCPATH takes every reasonable step to ensure that payments made online and by cheque are secure and are not subject to fraud during processing by RCPATH. All credit card numbers are encrypted through a secure server before transmission over the internet. Credit card details taken over the phone are processed immediately and are not written down or retained in any format.

## **8. Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which RCPATH excludes liability to you) the enforceability of any other part of these conditions will not be affected.

## **9. Privacy**

You acknowledge and agree to be bound by the terms of the RCPATH [Privacy Policy](#).

- 9.1.1 **Data Protection:** RCPATH will only send you communications about this event. RCPATH only shares the information necessary to fulfil the task for example dietary or access requirements. Further information on data protection can be found in our [Data Protection Policy](#)

## **10. Third party rights**

Except for RCPATH trustees, elected officers, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## **11. Governing law**

The contract between you and RCPATH shall be governed by and interpreted in accordance with English law and the English courts shall have exclusive jurisdiction to resolve any disputes between you and RCPATH.

## **12. Entire agreement**

These terms and conditions, together with current RCPATH event prices, contact details and privacy policy, set out the whole of the agreement relating to the provision of the place at an event to you by RCPATH. Nothing said by any person on behalf of RCPATH should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any events offered for booking by RCPATH. Save for fraud or fraudulent misrepresentation, RCPATH shall have no liability for any such representation being untrue or misleading.

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