

# MEMBERSHIP TERMS AND CONDITIONS

*These are the terms and conditions of membership of the British Geriatrics Society. These terms and conditions may be varied from time to time and any variation will be notified to members in the newsletter.*

*Any questions or complaints regarding these terms and conditions or membership issues should be directed to [membership@bgs.org.uk](mailto:membership@bgs.org.uk), or the address of the British Geriatrics Society.*

## 1. Definitions

1.1 In these terms and conditions the following words and phrases shall have the following meanings unless the context requires a different meaning:

“Applicant” means a person applying for Membership or renewing Membership;

“British Geriatrics Society” and “us” or “we” means British Geriatrics Society, a company limited by guarantee with company number 01189776 and a charity registered with charity number 268762, whose registered office is at Marjory Warren House, 31 St John’s Square, London EC1M 4DN;

“Member” or “you” means a member of the British Geriatrics Society;

“Membership” means membership of the British Geriatrics Society;

“Membership Application” means the electronic, paper form or phone call whereby an Applicant makes an application to the British Geriatrics Society for Membership;

“Membership Category” means a category of Membership, as specified on the Membership application;

“Membership Fee” means the fee that applies to the relevant category of Membership;

“Materials” means any documentation in either machine readable or printed form;

“Membership Year” means 1<sup>st</sup> January until 31<sup>st</sup> December; and

“Working Day” means any day from Monday to Friday (inclusive) which is not a statutory bank holiday in England.

## **2. Membership Application**

- 2.1 An Applicant is deemed to accept these terms and conditions upon submitting a Membership Application for enrollment as a Member. These terms and conditions become legally binding once the enrollment of a Member is confirmed in writing by British Geriatrics Society following our consideration of a Membership Application.
- 2.2 These terms and conditions govern Membership to the exclusion of any other terms and conditions a Member might have with the British Geriatrics Society.
- 2.3 In the event of any conflict between these terms and conditions and the provisions of the Membership Application Form, these terms and conditions shall prevail.

## **3. Contact details**

- 3.1 It is your responsibility to update us in respect of any change to your contact details, so that we are able to contact you regarding your Membership.

## **4. Membership Fees**

- 4.1 The Membership Year runs from 1<sup>st</sup> January until 31<sup>st</sup> December.
- 4.2 The Membership Fees for each Membership Year is per Member and will vary according to the category of Membership.
- 4.3 The annual price includes a copy of our bi-monthly newsletter, discounted rates of attendance at British Geriatrics Society meetings, the right to participate in British Geriatrics Society business and stand for office on committees, Special Interest Groups, Regions or the Trustee board.
- 4.4 Membership Categories A (excluding Medical Students and Foundation Year Doctors), B – Standard Benefits, B – Nurses and AHP Students and C – Overseas come with a year's subscription to Age and Ageing both in print and online and all other items will incur an extra fee, which will be indicated on the Membership Application, or be communicated separately.
- 4.5 Membership Fees are subject to an annual increase and we will notify members via the newsletter of the proposed rates for the subsequent year and the proposed rates will be voted on at the Autumn AGM.

## 5. Payments

5.1 Membership Benefits commence once an application, or renewal application, has been approved and when the required Membership Fee has been cleared. We accept payment by cheque, bank transfer or selected credit/debit cards, as indicated on the Membership Application.

## 6. Cancellations

6.1 We reserve the right to cancel Membership for any failure by a Member to pay fees for the Membership Year.

6.2 We reserve the right to cancel Membership for any reason, at any time of the year where false or incorrect information has been provided in support of that Membership Application, or where a communication with a Member is returned to us because of a failed email address or returned post.

6.3 In the event of cancellation by us due to false representation the Member will be notified and a full refund of the current year's fees will be made.

6.4 In the event of cancellation by a Member, cancellation fees will be due as follows:

6.4.1 if Membership is cancelled for any reason within 10 Working Days of the Membership acknowledgment being issued, the Member is entitled to a full refund; and

6.4.2 if an Application is cancelled after 10 Working Days of the Membership acknowledgment being issued the Member is not entitled to any refund.

6.5 If a Member wishes to change their Membership Category the Member is not entitled to a refund unless the existing Membership has first cancelled in accordance with the above in 6.4.1. If we enroll the Member to a new Membership Category and the new Membership Fee associated with the new Membership Category is greater than the amount already paid, the Member will pay the balance.

6.6 To request a refund in accordance with these terms and conditions you must notify us in writing by email to [membership@bgs.org.uk](mailto:membership@bgs.org.uk) or via the Membership portal of the BGS website [www.bgs.org.uk](http://www.bgs.org.uk). We will pay any refund to which you are entitled as soon as possible and within 30 days.

## 7. Copyright

7.1 We reserve all rights in the content of all Membership Materials. By completing the Membership application an Applicant acknowledge that all rights in the content of Membership and related Materials shall be owned by British Geriatrics Society (or the identified author responsible for developing the Materials) and that Membership does not entitle you to any such content or Materials.

7.2 The Member agrees not to reproduce, sell, hire or copy Materials (in whole or part) and not to use such Materials except for the purpose of references.

## 8. Data protection and recording

8.1 Information about Members will be added to our database, to enable us to process your Membership Application, personalise your experience as a Member and keep you up to date with services that we offer.

8.2 All information that you provide to us will be processed and held in accordance with the Data Protection Act 1998, the General Data Protection Regulation and all other relevant law.

8.3 You agree that personal details provided to us may be used for administrative purposes to fulfill your membership rights and provide membership services to you. In some cases we work with external providers who supply particular services and we agree to transfer all data securely and ensure that relevant suppliers sign data processing and confidentiality agreements with us. If you would like a list of current third parties who we work with, please contact us.

8.4 As part of your Membership, we may also send you information about services we offer where we believe this may be of interest to you and we may contact you by post, telephone or email.

8.5 If you wish to update your communication preferences or do not wish to receive any further information from us please notify us by the membership portal of the BGS website, post, the unsubscribe option in electronic communications, email via [membership@bgs.org.uk](mailto:membership@bgs.org.uk) or telephone to 0207 608 1369.

8.6 Photo and video footage may be taken at our events for promotional and education purposes. In agreeing to these terms and conditions you consent to being recorded at such events and to the use of the resulting material by British Geriatrics Society.

8.7 Feedback comments may be collected from you from for promotional purposes. In agreeing to these terms and conditions, you consent to such comments being used by us for marketing purposes, in such form that you remain anonymous.

## 9. Limitation of liability

9.1 Except in respect of liability for death or personal injury caused by British Geriatrics Society's negligence or for fraud or fraudulent misrepresentation (for which no limit or exclusions of liability apply):

9.1.1 British Geriatrics Society's aggregate liability, whether for damages or compensation of any nature for each Membership year shall be limited to the total sum or sums paid by you as Membership Fees in relation to the Membership Year; and

9.1.2 British Geriatrics Society shall not be liable in respect of any loss of profit, loss of business, loss of revenue, loss of anticipated savings or loss of use or value or any indirect, special or consequential loss however arising by reason of: any representation (unless fraudulent); any implied warranty, condition or other term; any duty at common law; or, any express term of these terms and conditions or the Membership application.

## **10. General**

- 10.1 The failure of British Geriatrics Society to exercise or enforce any right in these terms and conditions does not constitute a waiver of such rights.
- 10.2 These terms and conditions do not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to the contract.
- 10.3 These terms shall be governed by and construed in accordance with the law of England and Wales and any dispute that may arise between us concerning these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

# EVENT TERMS AND CONDITIONS

## 11. Definitions

11.1 In these terms and conditions the following words and phrases shall have the following meanings unless the context requires a different meaning:

“Booking Form” means the booking form either enclosed with these terms and conditions or available online;

“BGS (Trading) Ltd” means BGS (Trading) Ltd;

“Customer” means the person, firm or company identified as enrolling a Delegate;

“Delegate” means a person attending the Event and may include a Customer;

“Event” means the conference or other event specified on the Booking Form;

“Materials” means any documentation in either machine readable or printed form;

“Venue” means the location at which an Event is held;

“Working Day” means any day from Monday to Friday (inclusive) which is not a statutory bank holiday in England;

## 12. Information about BGS (Trading) Ltd

12.1 BGS (Trading) Ltd is a company registered in England and Wales under company number 02013195, and is a wholly owned subsidiary of the British Geriatrics Society, a charity registered with charity registration no. 268762. BGS (Trading) Ltd’s VAT number is 440 5215 88.

12.2 BGS (Trading) Ltd’s registered office is Marjory Warren House, 31 St John’s Square, London EC1M 4DN. Any questions or complaints regarding these terms and conditions or the booking should be directed to the above address or [conferences@bgs.org.uk](mailto:conferences@bgs.org.uk).

## 13. Orders

- 13.1 The Customer is deemed to accept these terms and conditions upon submitting a Booking Form for enrollment of a Delegate at an Event, and is responsible for ensuring the accuracy of all details submitted.
- 13.2 These terms and conditions govern the booking for the Event to the exclusion of any terms and conditions of the Customer. The Booking Form incorporates these terms and conditions, and constitutes a legally binding contract once a booking is confirmed by BGS (Trading) Ltd. In the event of any conflict between the terms set out in these terms and conditions and those set out in the Booking Form or the Brochure, these terms and conditions shall prevail.

#### **14. Bookings**

- 14.1 Upon receipt of a completed Booking Form BGS (Trading) Ltd will confirm availability of the requested course and a booking acknowledgement will be issued by email or post.
- 14.2 Bookings are not confirmed, and no contract between BGS (Trading) Ltd and the Customer exists, until a booking acknowledgement has been issued.
- 14.3 BGS (Trading) Ltd reserves the right to cancel bookings where the booking acknowledgment is returned as a failed email or returned post.
- 14.4 It is the Customer's responsibility to update BGS (Trading) Ltd in respect of any change to their contact details, so that BGS (Trading) Ltd is able to contact the Customer regarding the Event.

#### **15. Fees**

- 15.1 The price for an Event is per Delegate and will vary according to the options selected by the Customer on the Booking Form.
- 15.2 The price includes all tuition fees, use of equipment and all Materials supplied. Refreshments will be provided, and where the Event is an all day Event, lunch will also be provided. All other items will incur an extra fee, which will be indicated on the Booking Form or communicated separately to the Customer.
- 15.3 Prices are correct at the time of going to press but may be subject to increase.

## **16. Payments**

- 16.1 Payment in full must be received and cleared before the start of the Event. BGS (Trading) Ltd accepts payment by cheque, bank transfer or selected credit/debit cards as indicated on the Booking Form.
- 16.2 BGS (Trading) Ltd reserves the right to refuse admission for any failure by a Customer to pay fees for the Event prior to the start of the Event.

## **17. Venue and content of event**

- 17.1 BGS (Trading) Ltd reserves the right to run Events at a different Venue to the one specified on the Booking Form when necessary. If this is the case BGS (Trading) Ltd will inform the Customer as soon as possible and provide information about the revised Venue, and the Customer shall not be entitled to any refund.
- 17.2 Any opinions expressed by speakers at any Event are their own and not necessarily those of BGS (Trading) Ltd.
- 17.3 BGS (Trading) Ltd shall endeavour to ensure that the published programme of an Event is provided. However, BGS (Trading) Ltd reserves the right to alter the published programmes, dates and speakers according to circumstances. BGS (Trading) Ltd shall not be liable to the Customer in respect of such changes, and the Customer shall not be entitled to any refund.

## **18. Cancellations**

- 18.1 BGS (Trading) Ltd reserves the right to cancel an Event for any reason prior to the start of the Event. In the event of cancellation by BGS (Trading) Ltd, Customers will be notified and a full refund of all fees will be made.
- 18.2 In the event of cancellation by the Customer:

18.2.1 If an order is cancelled for any reason within 7 Days of the booking acknowledgment being issued, the Customer is entitled to a full refund, unless such notice is received within 14 days of the Event or the Event has already started at which point the Customer's cancellation rights cease immediately



18.2.2 if notice to cancel is given and at least 14 days remain until the Event, the Customer is entitled to a full refund for the price of the Event minus an administration fee of £50.

18.2.3 if notice to cancel is given and less than 14 days remain until the Event, the Customer shall not be entitled to a refund.

18.2.4 if the Delegate fails to attend the Event the Customer is not entitled to a refund unless it has cancelled its booking in accordance with the above.

Notice of cancellation can be given by using the model cancellation form attached to these terms and conditions. Notice must be provided by email to [conferences@bgs.org.uk](mailto:conferences@bgs.org.uk) or post to BGS (Trading) Ltd, British Geriatrics Society, Marjory Warren House, 31 St Johns' Square, London, EC1M 4DN

18.3 BGS (Trading) Ltd will pay any refund to which the Customer is entitled as soon as possible, but in any event within 30 days.

## **19. Substitutions**

19.1 Substitute Delegates will be accepted, subject to prior notification to BGS (Trading) Ltd. Where possible, BGS (Trading) Ltd asks the Customer to inform it of the alternative Delegate's name at least three Working Days before the date of the Event.

## **20. Personal belongings**

20.1 Personal belongings and items belonging to or in the possession of the Delegate brought onto the Venue are the sole responsibility of the owner. BGS (Trading) Ltd accepts no responsibility for such items and shall not be liable for any claims arising from loss or damage to such items, howsoever caused.

20.2 Delegates using the car parking facilities at the Venue do so entirely at their own risk. BGS (Trading) Ltd accepts no responsibility for damage, accident or loss resulting from such use, howsoever caused.

## **21. Force majeure**

21.1 BGS (Trading) Ltd will not be liable for any failure or delay in the delivery of the Event which is caused by circumstances beyond its reasonable control. Where such an event occurs BGS

(Trading) Ltd's obligations will be suspended for so long as such circumstances continue or the Event may be cancelled in which case the provisions of clause 8 will apply.

## **22. Copyrights**

22.1 BGS (Trading) Ltd reserves all rights in the content of all Events and Materials. By signing the Booking Form the Customer acknowledge that all rights in the content of Events and Materials shall be owned by BGS (Trading) Ltd (or the consultant responsible for developing the Event and Materials) and that in attending an Event neither Delegates nor the Customer will obtain any rights whatsoever in such content or Materials.

22.2 The Customer agrees not to reproduce, sell, hire or copy Materials (in whole or part) and not to use such Materials except for the purpose of post Event references.

22.3 Where the Delegate does not sign the Booking Form, the Customer shall procure that the Delegate is bound by these terms.

## **23. Data protection and recording**

23.1 Details of Customers and Delegates will be added to the BGS (Trading) Ltd database in order to process your booking. BGS (Trading) Ltd will also keep you up to date with services it offers (provided you do not opt out from receiving this information). All data is processed and kept secure in accordance with the Data Protection Act 1998 and the General Data Protection Regulation (EU Regulation 2016/079) and the data protection principles contained therein.

If you do not wish to receive any further information from us please notify us by post, to BGS (Trading) Ltd, British Geriatrics Society, Marjory Warren House, 31 St Johns' Square, London, EC1M 4DN, by email via [conferences@bgs.org.uk](mailto:conferences@bgs.org.uk) or telephone to 0207 608 1369.

23.2 Photo and video footage may be taken at the Event for promotional and education purposes. In agreeing to these terms and conditions the Customer and Delegates hereby consent to being recorded at the Event and to the use of the resulting material by BGS (Trading) Ltd.

23.3 Feedback comments may be collected at the Event for promotional purposes. In agreeing to these terms and conditions the Customer hereby consents to those comments being used by BGS (Trading) Ltd for marketing purposes, in such form that the Customer and Delegates would remain anonymous.

## **24. Limitation of liability**

- 24.1 Except in respect of liability for death or personal injury caused by BGS (Trading) Ltd's negligence (for which no limit or exclusions of liability apply), BGS (Trading) Ltd's aggregate liability, whether for damages or compensation of any nature arising from the contract for the Event (including as a result of negligence) shall be limited to the total sum or sums paid by the Customer in relation to the chosen Event.
- 24.2 Except in respect of death or personal injury caused by BGS (Trading) Ltd's negligence (for which no limitation applies), BGS (Trading) Ltd shall not be liable to the Customer in respect of the matters described in clause 14.3 or in respect of any act, omission or breach of contract by the Customer's employees, agents or sub-contractors.
- 24.3 The matters specified in clause 14.2 are: any loss of profit, loss of business, loss of revenue, loss of anticipated savings or loss of use or value or any indirect, special or consequential loss however arising by reason of:
- 24.3.1 any representation (unless fraudulent); or
  - 24.3.2 any implied warranty, condition or other term; or
  - 24.3.3 any duty at common law; or
  - 24.3.4 any express term of these terms and conditions or the Booking Form.

## **25. Miscellaneous**

- 25.1 If a Delegate has any additional requirements due to a disability or for other reasons, please notify BGS (Trading) Ltd to discuss their requirements.
- 25.2 BGS (Trading) Ltd will not be liable for any travel, accommodation or other expenses incurred by Delegates attending Events.
- 25.3 Delegates agree to comply with both BGS (Trading) Ltd and the Venue's policies and procedures at all times during the Event. Where the Delegate does not sign the Booking Form for an Event, the Customer signing the Booking Form shall procure that the Delegate is bound by these terms.

- 25.4 BGS (Trading) Ltd reserves the right to refuse admission to any person whom it considers in its absolute discretion to be unsuitable for admission to the Event or to remove any such person after the commencement of the Event.
- 25.5 The contract arising from a booking does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to the contract.
- 25.6 Any contract arising from these terms shall be governed by and construed in accordance with the law of England and Wales and any dispute that may arise between the parties concerning these terms of any contract arising therefrom shall be subject to the exclusive jurisdiction of the courts of England and Wales.

#### **Model Cancellation Form**

To BGS (Trading) Ltd, Marjory Warren House, 31 St. John's Square, London, EC1M 4DN,  
[conferences@bgs.org.uk](mailto:conferences@bgs.org.uk)

I/We hereby give notice that I/We cancel my/our contract in relation to my ticket at the following event:

My booking acknowledgement was received on:

Name:

Address:

Signature (if sending a hard copy):

Date: