

Virtual Event Attendee (Free To Attend) Terms and Conditions

General Terms of Business

Thank you for choosing Wilmington Healthcare Limited (“WHL”) to support you and your business.

1. How your Agreement with WHL works

1. Your (“Your” / “You” / “Customer”) Agreement with WHL is made up of the relevant Order Form, these General Terms of Business and the specific Terms and Conditions applicable to the services and products that WHL has agreed to provide to you. The services and products covered by each individual set of Terms and Conditions are described at the beginning of that document.
2. To the extent that there is any conflict between these General Terms of Business and a specific set of Terms and Conditions, the relevant Terms and Conditions will prevail.
3. This Agreement is a contract between the Customer organisation or individual identified as such in the order form for the relevant WHL products and services (‘Order Form’) and Wilmington Healthcare Ltd a company incorporated in England and Wales under number 02530185 whose registered office is at 5th Floor, 10 Whitechapel High Street, London E1 8QS.

2. General Terms of Business – Boilerplate Terms

1. This Agreement is governed by English law and the courts of England will have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement.
2. WHL reserves the right to revise these General Terms of Business or any specific set of Terms and Conditions at any time.
3. The documents comprising this Agreement (together with any documents referred to therein or required to be entered into thereunder) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both written and oral) relating to the subject matter of this Agreement and any such document.
4. These General Terms of Business and the relevant set of Terms and Conditions apply to the exclusion of all other terms and conditions (including any which you purport to apply under any purchase order, confirmation of order, specification or other document).
5. Notices required under this Agreement will be sent by email to the relevant party’s address on the Order Confirmation or as otherwise agreed in writing for such purpose. Notice by email is deemed effective three hours from transmission. WHL may also give notice to you via the relevant brand website and such notice is deemed effective at the time at which it appears on the relevant website.
6. You acknowledge and agree that communication with us may be electronic. We may contact you by email or provide you with information by posting on our main website or one of our brand’s websites. You agree to this electronic means of communication and you acknowledge that any communications that we send to you electronically comply with any legal or contractual requirement that such communication be made in writing.
7. You acknowledge that in contracting with us you have not relied on, and will have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms of Business.

8. Nothing in this Agreement will require WHL to do or omit to do anything which would contravene any applicable laws or regulations.
9. You may not assign, sub-license, subcontract or otherwise transfer to any third party (including any company within your corporate group, if applicable) any of your rights or obligations under this Agreement. We may assign, sub-license, subcontract or otherwise transfer to any third party (including any company within our corporate group) any of our rights or obligations under this Agreement at any time and without notice.
10. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will remain valid and enforceable.
11. Termination or expiration of the contract between us will not affect the continuance in force of any provision of this Agreement which is expressly or by implication intended to survive termination.
12. You will indemnify and hold harmless WHL and its employees, agents, officers, directors and other representatives from and against all costs, losses, liabilities and expenses which any of the foregoing may suffer or incur arising out of or in connection with your breach of this Agreement.
13. Nothing in this Agreement will operate to exclude or limit WHL's liability for death or personal injury caused by the negligence of WHL or its employees or subcontractors, for any fraudulent misrepresentation by any of the foregoing or for any other liability which cannot be excluded or restricted by law. Subject to the foregoing, WHL will not be liable to you under or in connection with this Agreement for any loss of profits, loss of or damage to data, loss of anticipated savings or interest, loss of revenue or loss of or damage to goodwill or for any indirect, special, economic or consequential damages, claims, losses or expenses of any kind.
14. WHL will have no liability to you for any failure or delay in performing any obligation under this Agreement as a result of any event beyond its or its subcontractors' reasonable control.
15. Where this Agreement uses the words 'include' and 'including', these are illustrative and not limiting.
16. WHL has the right to announce our business relationship with you publicly, including by announcements on social media.
17. We will use any personal information provided by you in relation to your authorised users in accordance with WHL's Privacy Policy.

3. Anti-Bribery and Sanctions

1. You warrant that you will:
 1. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 2. comply with such of our codes of conduct and anti-bribery and anti-corruption policies as are notified to you from time to time; and
 3. promptly notify us of any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with these Subscription Terms and Conditions.
2. WHL is part of an enlarged corporate group which pledges to trade legally and respect all laws including the Trade Sanctions imposed by EU and US Governments. We operate a Group Sanctions Policy which means that we cannot accept subscriptions from individuals or organisations based or residing in, or connected with, a country or organisation which is subject to EU or US Government sanctions. WHL reserves the right to refuse to accept an order from any such person or organisation.

3. Notwithstanding anything else in this Agreement, breach by you of the foregoing Anti-Bribery and Sanctions provisions will be deemed a material breach of this Agreement.

Virtual Event Attendee (Free To Attend) Terms and Conditions

When you apply to register for a Virtual Conference (“Virtual Event”) which is organised and managed by WHL, your agreement will be subject to the terms and conditions below (‘Virtual Event Attendee (Free To Attend) Terms and Conditions’).

1. Scope of these Virtual Event Attendee (Free To Attend) Terms and Conditions

1. These Virtual Event Attendee Terms and Conditions set out your participation in the Virtual Event (as defined on the relevant Booking Form, which for the purposes of this Agreement will be deemed to be the Order Form).
2. The Virtual Event is organised and managed by WHL.
3. Your application to register for the Virtual Event is subject to availability.
4. You may apply to register yourself for the Virtual Event and you may apply to register other individuals for the Virtual Event. Where you apply to register other individuals for the Virtual Event and that registration is accepted, you will ensure that each such individual is aware of, agrees to be bound by and complies with these Virtual Event attendee Terms and Conditions. You will be liable for the failure by any such other individual to comply with these Virtual Event attendee Terms and Conditions as if it had been your failure.

2. Eligibility to attend

1. Complimentary passes are available to NHS clinicians and leaders only, by completing the form, you register your interest only and a member of the virtual event team will confirm your application has been accepted within 5 working days.
2. From time to time a virtual event will have a maximum capacity of viewers, if the event has reached capacity, you will be added to our waiting list. Should space become available you will be informed by the virtual event team no less than 72 hours before the live event.
3. If your job title or organisation does not meet the required specification to join the event, you will be informed that your application has been declined within 5 working days.

3. Virtual Event attendee access to platform

1. Our chosen platform supplier will, approximately 72 hours before the live event, send you by email a URL link to join the Virtual Event. Your URL link is valid for you as the named attendee only. You cannot share the URL link, as access is limited to you only.
2. If you are unable to join the live Virtual Event, content will be available on demand for a limited period of time afterwards. We do not therefore accept substitutions except in exceptional circumstances. Please contact eventssupport@hsj.co.uk for more information.

4. Changes to the Virtual Event and Cancellations

1. It may be necessary for reasons beyond our control to alter the advertised content or timing of the Virtual Event or the advertised speakers. We reserve the right to do this at any time without penalty or liability to you.

Where we alter the time, date or content, we will notify you as soon as reasonably practicable after the alteration has been confirmed. In that event, you will be deemed to have accepted the altered timing or content. If, in exceptional circumstances WHL have to cancel an event for any reason, you will be notified as soon as reasonably practicable.

5. Conference Content: Ownership and Use

1. All rights in all presentations, documentation and materials published or otherwise made available as part of or compiled or created as a result of the Virtual Event (including presentations or audio or audio-visual recording of the Virtual Event) (“Content”) are owned by us or are included with the permission of the owner of the rights. You may not republish or broadcast any of the Content.
2. During the course of the Virtual Event, your details may be recorded in a variety of media including any question board and audio. You consent to being recorded in any media and agree that WHL may use any such recording for any purpose connected to the Virtual Event without your prior approval and with no obligation to compensate you for that use. WHL may write reports on the Virtual Event including as the basis for articles to be included in any of WHL’s publications in digital or written format. WHL may produce articles regarding the Virtual Event which name and quote particular attendees and you consent to being named and quoted in any such article.
3. Subject to the remainder of this Clause 6, you may only use Content for your own internal business purposes, in accordance with fair practice and only to the extent reasonably required. You may not otherwise distribute, reproduce, modify, store, transfer or in any other way use any of the Content.
4. Nothing in these Virtual Event attendee Terms and Conditions permits you to, and you agree that you will not:
 - i. upload any Content into any shared system;
 - ii. include any Content in a database;
 - iii. include any Content in a website or on any intranet;
 - iv. transmit, re-circulate or otherwise make available any Content to anyone else;
 - v. make any commercial use of the Content whatsoever; or
 - vi. use Content in any way that might infringe third party rights or that may bring WHL or any of our affiliates into disrepute.

6. Content Disclaimers

1. You acknowledge that the Content does not necessarily reflect our views or opinions.
2. You should not rely on suggestions or advice contained in the Content in place of professional or other advice.
3. Whilst we take reasonable care to ensure that Content which is created by us is accurate and complete, some Content is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether created by us or third parties) before relying on it.
4. The Content is provided on an ‘as is’ basis without any warranties of any kind, express or implied.
5. To the extent that any Content is made available by us online, we reserve the right to suspend or remove access to such Content at any time.
6. WHL excludes to the fullest extent permitted by law all liabilities costs, claims, damages, losses and expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

7. Limitation on WHL’s Liability

1. Subject to clause 2(13) of the General Terms of Business, WHL’s aggregate liability to you in respect of all losses, liabilities or damage suffered by you arising out of or in connection with these Virtual Event Attendee Terms or Conditions, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed the value of sums paid in respect of your attendance at the Virtual Event.

2. You will ensure that we, our staff and our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by you (including your delegates) during or otherwise in relation to a Virtual Event.

8. GDPR

1. This clause sets out the responsibilities of WHL ('the Provider'), and the Customer in relation to the General Data Protection Regulation, Data Protection Act 2018 and any other applicable data protection law ("Data Protection Laws"). Any terms or words defined in Data Protection Laws and used in this clause relating to personal data shall have the meaning set out in Data Protection Laws. Where the Provider processes any personal data in relation to services or products covered by these Terms and Conditions, it does so as a data controller on its own behalf (including in order to comply with its obligations and exercise its rights under this agreement) and shall comply with Data Protection Laws in respect of such processing. Where the Customer provides any personal data in relation to this agreement, it warrants that it does so in compliance with Data Protection Laws and that the Provider may, under Data Protection Laws, process such data as required or anticipated by this agreement, and the Customer shall be responsible for any costs, losses or expenses the Provider incurs or suffers as a result of breach of such warranty.
2. HSJ, part of Wilmington Healthcare, work with relevant event partners on all our events. Event partners are organisations within the field of interest of the event and will have relevant services or products to support our NHS delegates. The latest list of partners for the event can be found on the event website, this list may be changed up to the day of the event.
3. By completing the order form, you understand that you may be contacted by the partners of the virtual event, via telephone or email, about relevant products or services under legitimate interests. You understand that your name, job role, organisation, telephone number and email address will be shared with the partners of virtual event for this purpose.
4. By completing the Order Form, you consent to being contacted by Wilmington Healthcare Ltd under legitimate interest via telephone or email about relevant products and services. You will be given the opportunity to opt out in all future communications.
5. HSJ, part of Wilmington Healthcare use Swapcard, a virtual event platform to deliver the event and manage your access to it. You will receive emails via this platform with essential operational information and reminders to join the events. As a Data Controller Swapcard will use AI to provide you with networking opportunities on the day and post event. Swapcard's Terms & Conditions can be found here: <https://www.swapcard.com/terms-of-use/>
6. Our website may feature information on the virtual event which details the type of attendees already registered. We provide a list of delegates for the event which will include your name, job title and organisation which may be shared with our speakers and partners.
7. All data collection and processed in connection with the delivery of the Services to You shall be processed in accordance with WHL's Privacy Notice which can be found at <https://www.wilmingtonplc.com/wilmington-plc-privacy-notice>
8. For further information about GDPR and how we your data please contact dataprotection@wilmingtonplc.com. We also encourage you to read our Privacy and Cookies Policy

9. Force Majeure

Neither Party shall be liable to the other for any failure of delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, governmental action or any other event that is beyond the control of the Party in question.