

This document (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the attendance packages (**packages**) listed on our website www.bgs-transfusion.org (**our site**) to you. Please read these terms and conditions carefully before applying any products from our site. You should understand that by applying for our products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

1. Information about us

- 1.1 Our site is operated by BGS Transfusion ("We / Us").
- 1.2 Our Postal address is BGS Transfusion, PO BOX 3472, Wokingham, RG40 9AL
- 1.2 We are a charity registered in England and Wales. Our charity registration is 1140378

2. Your status

By placing an application through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts, and
- (b) You are at least 18 years old.
- (c) You are legally bound to pay full cost unless cancelled as per section 5

3. How the contract is formed between you and us

- 3.1 After placing an application, you will receive an e-mail from us acknowledging that we have received your application if appropriate. Please note that this does not mean that your application has been accepted. Your application constitutes an offer to us to buy a product. All applications are subject to acceptance by us, and we will confirm such acceptance to you by sending you an invoice via an e-mail. The contract between us will only be formed when we send you the invoice.
- 3.2 The contract will relate only to those products we have confirmed in the invoice. We will not be obliged to supply any other products which may have been part of your application.

4. Our status

We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller.

5. Applicants rights

5.1 You may cancel an application and receive a pro rata refund as set out below. In this case, you will receive an appropriate refund of the price paid for the application in accordance with our refunds policy (set out in clause 8 below).

- 100% refund if cancellation is 90 days prior to event start
- 50% refund if cancellation is 60 days prior to event start
- 25% refund if cancellation is 00 days prior to event start

5.2 Any applications not cancelled as per 5.1 will be charged for in full and it is the applicant's responsibility to ensure that payment is made

5.3 The booking may be transferred at any time to another attendee

5.4 To cancel a contract or change an attendee, you must inform us in writing or via email.

7. Price and payment

7.1 The price of application will be as quoted on our site, except in cases of obvious error.

7.2 Product prices include VAT where appropriate

7.3 Payment for all products must be by BACS or Cheque.

8. Our refunds policy

If you cancel your application:

8.1 Because you have cancelled the contract between us within the approved period (see clause 5.1 above), we will process the refund due to you as soon as possible and within 60 days of the day you gave notice of cancellation.

8.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9. Our liability

9.1 If we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the products.

9.2 Nothing in this agreement excludes or limits our liability for:

(a) Death or personal injury caused by our negligence,

(b) Fraud or fraudulent misrepresentation,

(c) Any breach of the obligations implied by section 12 of the Sale of Goods Act 1979,

(d) Defective products under the Consumer Protection Act 1987, or

(e) Any deliberate breaches of these terms and conditions that would entitle you to terminate the contract, or

(f) Any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

10. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, 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 legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Please refer to our Privacy Document to see how we store this data

11. Notices

11.1 We may give notice to you at either the e-mail or postal address you provide to us when placing an application, or in any of the ways specified in clause 10 above.

11.2 Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter.

11.3 In proving the service of any notice, it will be sufficient 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 such e-mail was sent to the specified e-mail address of the addressee.

12. Transfer of rights and obligations

12.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

12.2 You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent.

13. Events outside our control

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (Force Majeure Event).

13.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) strikes, lock-outs or other industrial action;

(b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;

(c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

(d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

(e) impossibility of the use of public or private telecommunications networks; and

(f) the acts, decrees, legislation, regulations or restrictions of any government.

13.3 Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

14. Waiver

14.1 If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

14.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

14.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 10 above.

15. Severability

If any of these terms and conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

16. Entire agreement

16.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.

16.2 We each acknowledge that, in entering into a contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

16.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

16.4 Nothing in this clause limits or excludes any liability for fraud.

17. Our right to vary these terms and conditions

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the policies and terms and conditions in force at the time that you application was made.

18. Law and jurisdiction

Contracts for the purchase of products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.