



# Direct Selling Association

## UK DIRECT SELLING ASSOCIATION'S TERMS AND CONDITIONS

**UPDATED:** 1<sup>st</sup> July 2017

Welcome to [www.dsa.org.uk](http://www.dsa.org.uk). This Website is owned and operated by Direct Selling Association Limited (The), a company registered in England (company number: 00851537), with its registered office at 14 Mobbs Miller House, Christchurch Road, Northampton, NN1 5LL ("**DSA**" or "**We**"). These Terms (as defined below) are important so please read them carefully.

Part 1 will always apply when You use this Website.

Part 2 will apply where You register to be a Member and wish to access the Membership Services.

Part 3 will apply where You wish to attend an Event.

If You do not agree to these Terms please do not use this Website, register to be a Member and/or book to attend an Event (as applicable).

We reserve the right to change these Terms at any time and You should print a copy of these Terms for Your records. You should check back regularly to see if they have changed as they will be effective from the next time that You access this Website, book an Event or renew Your Membership and Your continued use of this Website, booking of an Event and/or renewal of Your Membership shall indicate Your acceptance of any change. We will make every effort to communicate these changes to You by notification on this Website or by email.

### **PART 1: GENERAL**

#### **1 DEFINITIONS AND INTERPRETATION**

1.1 The following definitions and rules of interpretation apply in these Terms.

1.2 Definitions:

<b>Account:</b>	the account You set up when You register on this Website.
<b>Content:</b>	any text, advertisement, images, graphics, sounds, videos, films, logos, information or other materials.

<b>DSA:</b>	has the meaning given to it in the preamble of these Terms.
<b>Event:</b>	an event, conference, workshop, seminar, networking event or similar as specified in the Event Invite.
<b>Event Confirmation:</b>	has the meaning given to it in paragraph 1.2 of Part 3 of these Terms.
<b>Event Fee:</b>	the fee for the Event as notified to You in the Event Invite.
<b>Event Invite:</b>	the DSA's advertisement on this Website or an email to You advertising an Event to You.
<b>Event Registration:</b>	has the meaning given to it in paragraph 1.1 of Part 3 of these Terms.
<b>Force Majeure Event:</b>	any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under these Terms including act of God, fire, flood, lightning, war, revolution, act of terrorism, failure of the internet, failure of subcontractors and/or suppliers, riot or civil commotion but excluding strikes of the affected party's own employees.
<b>IPR:</b>	any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.
<b>Member:</b>	where You register for Membership in accordance with these Terms.
<b>Membership:</b>	membership of the DSA (either as a direct selling organisation or supplier), which includes the Membership Services.
<b>Membership Duration:</b>	twelve (12) months from the date of the invoice issued by the DSA in respect of that period.
<b>Membership Fee:</b>	the fees payable by You to the DSA for Membership. The applicable fee shall be as set out in the invoice sent by the DSA to You in respect of that period.
<b>Membership Services:</b>	the services made available to You through this Website as part of Your Membership via Your Account.

<b>Request for Membership:</b>	has the meaning given in paragraph 1.1 of Part 2 of these Terms.
<b>Terms:</b>	these terms and conditions of use.
<b>Website:</b>	the internet site at the domain <a href="http://www.dsa.org.uk">www.dsa.org.uk</a> and all its subdomains.
<b>You or Your:</b>	an individual acting in a commercial capacity who accepts these Terms or the company or trading entity on behalf of which an individual accepts these Terms.

- 1.3 Paragraph headings shall not affect the interpretation of these Terms. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to: (a) a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; and (b) a statute or statutory provision is a reference to it as it is in force as at the date of these Terms.
- 1.5 Unless the context otherwise requires: (a) words in the singular shall include the plural and in the plural shall include the singular; (b) a reference to one gender shall include a reference to the other gender; and (c) the words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

## 2 PURPOSE OF THE WEBSITE

- 2.1 This Website is aimed at direct selling organisations, suppliers to direct selling organisations and persons interested in direct selling. This Website provides information on member organisations, events and facilitates some limited information sharing.
- 2.2 The DSA operates this Website as it sees fit and in its sole discretion. The DSA shall have total control over its appearance, structure, Content, functionality, user interface and the placing of Content within this Website.
- 2.3 The DSA may change, modify, amend, add to or remove from this Website from time to time at its discretion without notice to You provided that this Website shall always be capable of meeting its purpose described in paragraph 2.1 of Part 1 of these Terms.

### **3 YOUR OBLIGATIONS AND WARRANTY**

3.1 When using this Website and Your Account (if applicable), You agree not to:

- (a) attempt to undermine the security or integrity of this Website, or the DSA's computing systems or networks. The DSA will report any security breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing Your identity to them;
- (b) use, or misuse, this Website in any way which may impair the functionality of this Website, or impair the ability of any other user to use this Website;
- (c) attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which this Website is hosted;
- (d) transmit, or input into this Website, any files or data that may damage any other person's computing devices or software or any Content that may be offensive or in violation of any applicable law (including data or other material which You do not have the right to use);
- (e) create links to this Website unless the DSA gives You prior written consent or as otherwise set out in these Terms;
- (f) attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to operate this Website except as is strictly necessary to use either of them for normal operation and other than as permitted by law;
- (g) impersonate any other person while using this Website;
- (h) conduct Yourself in a vulgar, offensive, harassing or objectionable manner while using this Website; or
- (i) use this Website for any unlawful purpose.

3.2 You warrant that You have the necessary authority to bind Your company or trading entity.

### **4 PERSONAL DATA**

4.1 From time to time, the DSA collects stores and uses personal information collected from visitors to this Website. All processing of personal information is done in accordance with current UK data protection legislation.

### **5 DISCLAIMER**

5.1 The provision of, access to, and use of, this Website is on an "as is" basis.

- 5.2 It is Your sole responsibility to determine that this Website, Membership and/or the Event(s) (as applicable) meet the needs of Your business and are suitable for the purposes for which they are used.
- 5.3 You are responsible for Your use of this Website (including Membership and/or Events) and for ensuring that such use is compliant with applicable law.
- 5.4 The DSA does not warrant or represent that any particular results or outcomes will be achieved through use of this Website (including Membership and/or Events).
- 5.5 The DSA will use reasonable endeavours to make this Website available at all times but does not warrant or guarantee that this Website will always be available or that it will be uninterrupted or error free.
- 5.6 If You have any technical problems with this Website, You must make all reasonable efforts to investigate and diagnose problems before contacting the DSA. If You still need technical help, please check the support provided online by the DSA on this Website, or failing that, email [dsaoffice@dsa.org.uk](mailto:dsaoffice@dsa.org.uk).
- 5.7 The DSA uses industry standard security processes and procedures to protect this Website against viruses, worms, Trojan horses, malware and other disabling devices but the DSA cannot guarantee that this Website will be free from the same or totally secure.
- 5.8 The DSA shall have no liability for any errors, omissions, inaccuracies or misleading statements or representations in any Content or instructions provided to the DSA in connection with this Website, Membership or an Event (as applicable), or any actions taken by the DSA at Your direction.
- 5.9 The DSA can accept no responsibility nor liability whatsoever, for any claims, costs, losses, expenses or damages howsoever arising whether direct, indirect or consequential in respect of any omissions or consequences of actions taken by You based on any information, opinions or advice contained within this Website.
- 5.10 All implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of satisfactory quality, fitness for purpose and title.

## **6 HYPERTEXT AND COOKIES**

- 6.1 Where this Website is linked to any website operated by any third party, the DSA accepts no responsibility or liability arising in respect of any content, information or transaction on or carried out on such third party website. The presence of a link on this Website to such third party website shall not be deemed to be a recommendation or endorsement of that third party website by the DSA. Your dealings with third party websites are solely between You and the applicable third party and You should read their terms and conditions and policies before using them.
- 6.2 You may create Your own reference to this Website, provided that Your reference is in a text-only format. You may not use any link to this Website as a method of creating an unauthorised association

between an organisation, business, person, event, goods or services and the DSA (including, for the avoidance of doubt [www.dsa.org.uk](http://www.dsa.org.uk)), and agree that no such link shall portray the DSA or any company (or its activities, products or services) in a false, misleading, derogatory or otherwise objectionable manner. The DSA reserves the right to withdraw permission to use links to this Website at any time.

6.3 [www.dsa.org.uk](http://www.dsa.org.uk) uses cookies. Please read our Cookie Policy and Privacy Policy for further details.

## **7 INTELLECTUAL PROPERTY RIGHTS**

7.1 All IPR contained in and pertaining to this Website, including any trademarks used on this Website, copyright in any Content and rights in any data contained on this Website are owned by or licensed to the DSA. You are not given any right to use any IPR contained in or pertaining to this Website otherwise than as expressly permitted in these Terms or by law. Any transfer, sale, distribution, reproduction, copying or modification of any material contained on this Website (in whole or in part) is strictly prohibited other than with the prior written consent of the DSA.

7.2 You agree that the DSA is free to use any comments, information or ideas contained in any communication You may send to us without compensation, acknowledgement or payment to You for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving this Website, products or services.

7.3 You grant the DSA a royalty-free, limited, revocable licence to display and use Your logo, trademark, business name or any other IPR in any Content which You provide to the DSA on this Website and so as to enable the DSA to provide the Membership Services to You.

7.4 You warrant that any Content provided by You to the DSA does not infringe the IPR or other rights of any third party and You are responsible for ensuring that any Content that You provide within this Website or as part of Your Membership or in relation to an Event is accurate, complete, truthful and compliant with applicable law.

## **8 INFRINGEMENT AND INDEMNITY**

8.1 The DSA reserves the right to remove any Content You upload or post onto this Website if, in its opinion, such material infringes or is likely to infringe the IPR of any third party.

8.2 The DSA will not be responsible or liable to You for the Content or accuracy of any material uploaded or posted by any other user of this Website.

8.3 You hereby agree to indemnify the DSA (who shall have no duty to mitigate its loss) in full and on demand and keep it so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses (including without limitation legal and other professional advisers' fees, economic loss, loss of profit, future revenue, reputation, goodwill, anticipated savings) and any consequential loss made against or incurred or suffered by the DSA and whether wholly or in part resulting directly or indirectly from any claim that the Content of any material uploaded or posted onto this Website infringes the IPR of any third party.

8.4 If You believe that the Content of any material uploaded or posted onto this Website infringes Your IPR, please notify the DSA at the address stated above or at [dsaoffice@dsa.org.uk](mailto:dsaoffice@dsa.org.uk).

## 9 LIABILITY

9.1 Nothing in these Terms excludes either party's liability for:

- (a) death or personal injury caused by their negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be legally excluded or limited.

9.2 The DSA will not be responsible to You for any business losses that You may incur, including but not limited to, loss of data, loss of profits, loss of goodwill, pure economic loss, corruption of data or information or business interruption.

9.3 Neither party will be liable for any indirect or consequential losses arising out of or in connection with these Terms.

## 10 BARRING FROM THIS WEBSITE

10.1 The DSA reserves the right to bar You from this Website and/or restrict or disable Your access to or use of any or all elements of this Website, on a permanent or temporary basis at the DSA's sole discretion.

## 11 GENERAL

11.1 **Language:** These Terms and all communications between us will be in English.

11.2 **Consequences of termination:** Any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect.

11.3 **Rights and Remedies:** Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

11.4 **Conflict:** If there is an inconsistency between any of the provisions in these Terms and any relevant section of this Website, the provisions in these Terms shall prevail.

11.5 **Entire Agreement:** These Terms, and any documents or sections of this Website referred to in them, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into these Terms it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any





person (whether party to this agreement or not) relating to the subject matter of these Terms, other than as expressly set out in these Terms.

- 11.6 **Waiver and Variation:** If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.
- 11.7 **Events Beyond Our Reasonable Control:** Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to a Force Majeure Event.
- 11.8 **No Assignment:** You may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under these Terms.
- 11.9 **Rights of Third Parties:** No person who is not a party to these Terms shall have the right, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any rights granted or benefits enjoyed under these Terms.
- 11.10 **Severability:** If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 11.11 **Notices:** Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to the DSA must be sent to [dsaoffice@dsa.org.uk](mailto:dsaoffice@dsa.org.uk) or to any other email address notified to You by email by the DSA from time to time. Notices to You will be sent to the email address provided when registering Your Account and if You do not have an Account, then You will need to provide the DSA with an email address for communication.
- 11.12 **No Partnership:** Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other.
- 11.13 **Governing Law and Jurisdiction:** These Terms 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) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

## **PART 2: CREATION OF ACCOUNT/MEMBER REGISTRATION**

### **1 DSA MEMBERSHIP AND CREATION OF AN ACCOUNT**

- 1.1 Part 2 of these Terms applies where You are a Member. To become a Member, You must complete an application form provided by the DSA to You ("**Request for Membership**") and upon receipt of the





Request for Membership, the DSA shall undertake its own due diligence to ensure Your suitability to become a Member. Where the DSA approves Your Request for Membership You shall become a Prospective Member for at least a one (1) year period, and following such period and further due diligence by the DSA, the DSA shall issue You with written confirmation (which may be by email) to the contact details provided in Your Request for Membership. The DSA (in its sole discretion) reserves the right to reject any Request for Membership if it deems You to be unsuitable for Membership.

- 1.2 You must register an Account with the DSA to use the Membership Services available on this Website. You must be at least eighteen (18) years old.
- 1.3 You may make copies of Your information contained in Your Account in any format and in doing so, You may make copies of reasonable portions of this Website and the Content of this Website and Your Account.
- 1.4 When You create Your Account on this Website, You will be required to create a username and password. You must ensure that Your username and password are kept secure and confidential. You must immediately notify the DSA of any unauthorised use of Your password or any other breach of security. You are responsible for any activity on Your Account. It is Your sole responsibility to monitor and control access to and use of Your Account and password. You must take all other actions that the DSA reasonably deems necessary to maintain or enhance the security of the DSA's computing systems and networks.
- 1.5 You shall ensure that You have the consent of any individual whose information is entered into or processed by the DSA in connection with Your Membership.

## **2 MEMBERSHIP SERVICES**

- 2.1 Subject to payment of the Membership Fees (if any), the DSA shall provide the Membership Services to You in accordance with these Terms.
- 2.2 The DSA shall provide the Membership Services with reasonable care and skill and in accordance with applicable law.
- 2.3 The DSA grants You the right to access and use the Membership Services via this Website. This right is non-exclusive, non-transferable and limited by and subject to these Terms.

## **3 PAYMENTS AND REFUNDS**

- 3.1 Membership Fees (if any) are paid yearly in advance at the time You become a Member and upon each renewal of the Membership Duration unless otherwise agreed with the DSA.
- 3.2 The DSA will issue an invoice for the Membership Fees and You shall pay the invoice within thirty (30) days of receipt of the invoice. The DSA will charge You in British Pounds Sterling.

- 3.3 The DSA requires payments for Your Membership by bank transfer to the bank account nominated by the DSA in the relevant invoice or where agreed with You separately, by cheque provided that You hold a UK bank account.
- 3.4 If You have a bona fide dispute in respect of the whole or any part of any invoice then You shall notify the DSA of the nature of such dispute in writing within fourteen (14) days of receipt of the invoice giving all relevant details and shall pay the undisputed part in accordance with these Terms. The DSA and You shall use reasonable endeavours to resolve the dispute over the invoice as amicably and promptly as possible. On settlement of any dispute You shall make the appropriate payment in accordance with these Terms plus interest from the date of settlement. For the avoidance of doubt, where You do not notify the DSA in accordance with the terms of this paragraph 3.4 of Part 2 of these Terms, the invoice shall be payable by You in full.
- 3.5 If You fail to pay any amount due under these Terms, the DSA is entitled to charge interest on the overdue amount, from the due date up to the date of actual payment (after as well as before judgement), accruing on a daily basis at the rate of 2% per annum above the base rate for the time being of the Bank of England.

#### **4 LIABILITY**

- 4.1 Subject to paragraphs 9.1, 9.2 and 9.3 of Part 1 of these Terms, the total liability of the DSA in any twelve (12) month period arising out of, or in connection with, Part 2 of these Terms whether for negligence or breach of contract or howsoever arising shall in no event exceed the total Membership Fees (if applicable) paid by You during the twelve (12) month period immediately preceding the event giving rise to the claim.

#### **5 TERMINATION**

- 5.1 Part 2 of these Terms will continue in force for the Membership Duration unless and until terminated by either party in accordance with this Part 2 of these Terms.
- 5.2 The Membership Duration shall automatically renew upon its expiry provided: (i) payment has been received by the DSA; and (ii) neither party gives the other party written notice prior to the end of the then current Membership Duration or within fourteen (14) days of the DSA's invoice for the Membership Fees to terminate Your Membership, in which case Part 2 of these Terms shall terminate without payment of any compensation or damage due to such termination.
- 5.3 You may end Your Membership by contacting the Finance Manager in writing at [dsaoffice@dsa.org.uk](mailto:dsaoffice@dsa.org.uk). To avoid being charged the Membership Fees or any other fees, the DSA must receive Your written notice to terminate Your Membership prior to the end of the then current Membership Duration or within fourteen (14) days of the DSA's invoice for the Membership Fees. Failure to end Your Membership in accordance with this paragraph 5.3 of Part 2 of these Terms shall mean You are obliged to pay the invoice for Membership Fees in full.

- 5.4 Either party may terminate Part 2 of these Terms immediately on giving written notice where the other party:
- (a) breaches the provisions of any of Part 2 of these Terms (including by non-payment of any fees) and does not remedy the breach, if the breach is capable of being remedied, within seven (7) days after receiving notice of the breach;
  - (b) breaches the provisions of any of Part 2 of these Terms and the breach is not capable of being remedied; or
  - (c) becomes insolvent or goes into liquidation or has a receiver or manager appointed over any of its assets, or makes any arrangement with creditors, or becomes subject to any similar insolvency event in any jurisdiction.
- 5.5 Where the DSA has a right to terminate Part 2 of these Terms, the DSA may instead suspend Your Membership for any definite or indefinite period of time.

## **6 CONSEQUENCES OF TERMINATION**

- 6.1 Termination of Part 2 of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of Part 2 of these Terms:
- (a) You will immediately cease to be a Member; and
  - (b) We will remove Your Content from this Website (where applicable) and
  - (c) You will no longer be able to access the Membership Services.
- 6.2 Where termination of Part 2 of these Terms takes effect during a Membership Duration, You shall not be entitled to any refund of the Membership Fees which You have paid in advance.

## **PART 3: EVENTS**

### **1 BOOKING AN EVENT**

- 1.1 Part 3 of these Terms applies where You wish to register to attend an Event by submitting Your request to register in response to an Event Invite ("**Event Registration**").
- 1.2 Your Event Registration is an offer to the DSA to attend an Event and a binding agreement shall only be formed upon receipt of written confirmation (which may be by email) from the DSA ("**Event Confirmation**") to the contact details You provide in the Event Registration.
- 1.3 The DSA shall use reasonable endeavours to provide the Event Confirmation within seven (7) days but if You have not heard from the DSA within this timeframe, please contact the DSA at



[dsaoffice@dsa.org.uk](mailto:dsaoffice@dsa.org.uk) to check the status of Your Event Registration. The DSA reserves the right in its sole discretion to refuse to accept Your Event Registration.

## **2 PAYMENT FOR EVENTS**

- 2.1 You will pay the Event Fees to the DSA by bank transfer to the bank account nominated by the DSA in the invoice or by credit or debit card (where an additional processing fee will apply) or if requested by You, the DSA will issue an invoice for the Event Fees instead. Where an invoice is issued for the Event Fees, You shall pay the invoice within thirty (30) days of receipt of the invoice or prior to the Event if this is within thirty (30) days of the invoice. The DSA will charge You in British Pounds Sterling.
- 2.2 If the DSA is unable to process payment from Your card, the DSA regrets that it may cancel Your Event Confirmation unless You are able to provide the DSA with details of a valid alternative payment card within two (2) days' of being notified by the DSA .
- 2.3 The DSA must receive payment of the Event Fees in full and in cleared funds by the DSA prior to the Event. If the DSA has not received payment of the Event Fees prior to the Event, the DSA may (at its sole discretion) either require You to make such payment as a condition of Your entry to the Event or refuse You entry to the Event. In such circumstances, the DSA will be under no obligation to refund You any proportion of the Event Fees You may have already paid (if any).
- 2.4 If You have received an Event Confirmation but do not pay the Event Fees and do not attend the Event, You will still be liable for payment of the Event Fees unless You have cancelled Your Event Confirmation in accordance with paragraph 4 of Part 3 of these Terms.
- 2.5 The Event Fees are exclusive of VAT.
- 2.6 The Event Fees are correct at the time of the Event Invite but the DSA reserves the right to change the Event Fees at any time. However, the DSA will not change the Event Fees payable by You after the Event Confirmation has been provided to You by the DSA.
- 2.7 If the DSA offers You a discount on the Event Fees as part of the Event Invite, then You must include the value of the proposed discount in Your Event Registration. All discounts are subject to the DSA's approval and the DSA is under no obligation to discount the Event Fees if Your Event Registration is made after the end of the discount offer as specified in the Event Invite. In such circumstances, You shall be liable to pay the full amount of the Event Fees.
- 2.8 Discounts for group registrations are only valid for the number of delegates specified in Your Event Registration. If the number of delegates that actually attend the Event is (for any reason) less than the number specified in Your Event Registration, the DSA may (in its sole discretion) change the Event Fees charged to You to reflect the number of delegates that actually attend the Event in line with the DSA's published prices then in force. Any additional sums payable to the DSA as a result of this paragraph 2.8 of Part 3 of these Terms shall be paid in accordance with paragraph 2.1 of Part 3 of these Terms.

2.9 If either party fails to pay any amount due under these Terms, the other party is entitled to charge interest on the overdue amount, from the due date up to the date of actual payment (after as well as before judgement), accruing on a daily basis at the rate of 2% per annum above the base rate for the time being of the Bank of England.

### **3 CHANGES TO EVENTS BY THE DSA**

3.1 The DSA may (in its sole discretion) amend the:

- (a) format, speakers, participants, content, venue location and programme or any other aspect of the Event at any time and for any reason, whether or not due to a Force Majeure Event, in each case without liability; and/or
- (b) date or cancel an Event at any time for any reason.

3.2 Where the DSA changes the date or cancels the Event for any reason except due to a Force Majeure Event (in which case the provision of paragraphs 3.3, 3.4 and 3.5 of Part 3 of these Terms shall apply), the DSA shall offer You the option of attending any rearranged Event that the DSA chooses to organise (acting in its sole discretion). If You promptly notify the DSA in writing before the date of the rearranged Event that You do not wish to attend the rearranged Event or if the DSA elects not to rearrange the Event then You may, at Your option and as Your sole remedy, elect to receive a credit note or a refund in respect of the Event Fees.

3.3 Where the DSA (in its sole discretion) considers that a Force Majeure Event has or may have an adverse impact on: (i) the DSA's ability to hold the Event at the planned venue or on the planned date; or (ii) the Event generally, then the DSA shall be entitled but not obliged (in its sole discretion) to either: (i) provide alternative facilities or an alternative venue for the Event; and/or (ii) reschedule the Event. In such circumstances, the Event Fees paid by You shall be applied to any rearranged or rescheduled Event held pursuant to this paragraph 3.3 of Part 3 of these Terms and You shall not be entitled to object to such rearranged or rescheduled Event or have any right to claim any compensation in respect of such Event.

3.4 If the DSA is unable or elects not to rearrange or reschedule the Event pursuant to paragraph 3.3 of Part 3 of these Terms, then You may, at Your option and as Your sole remedy, elect to receive a credit note or a refund in respect of the Event Fees.

3.5 If the DSA is delayed in or prevented from performing any of its obligations under Part 3 of these Terms by reason of any Force Majeure Event, then such delay or non-performance shall not be deemed to be a breach of Part 3 of these Terms and You shall not be entitled to claim any loss or damages related to such Force Majeure Event. The DSA's obligations shall be suspended during the period of the delay or non performance. Each party will use reasonable endeavours to mitigate the effect of the Force Majeure Event.

### **4 CANCELLATIONS/SUBSTITUTIONS/TERMINATION**



- 4.1 If You wish to cancel Your Event Registration, then please contact the DSA at [dsaoffice@dsa.org.uk](mailto:dsaoffice@dsa.org.uk) as soon as possible.
- 4.2 If You wish to cancel at any time following the Event Confirmation, then please contact the DSA at [dsaoffice@dsa.org.uk](mailto:dsaoffice@dsa.org.uk) as soon as possible. If You cancel 24 hours or more prior to the Event, then if You have already paid the Event Fees, the DSA shall provide a full refund of the Event Fees. If You cancel less than 24 hours prior to the Event, then You shall not be entitled to a refund of the Event Fees and the DSA is entitled to retain the Event Fees. You acknowledge that the refund of the Event Fees in accordance with this paragraph 4.2 of Part 3 of these Terms is Your sole remedy in respect of any cancellation following the Event Confirmation and all other liability is expressly excluded.
- 4.3 If a delegate from Your organisation is no longer able to attend the Event , then the DSA will allow You to substitute the delegate with another individual from Your organisation. In such circumstances, please email [dsaoffice@dsa.org.uk](mailto:dsaoffice@dsa.org.uk) and/or contact the DSA on 01604 625700 prior to the date of the Event.
- 4.4 If a delegate from Your organisation is no longer able to attend the Event on the day of the Event and another individual from Your organisation arrives to attend the Event in their place, then the DSA reserves the right to refuse the unregistered individual entry to the Event.
- 4.5 The DSA may refuse entry to, or eject from the Event, any person in its absolute discretion, including (without limitation) any person who fails to comply with any of the provisions of Part 3 of these Terms or who in the opinion of the DSA represents a security risk, nuisance or annoyance to the running of the Event. You and Your delegates agree to comply with all reasonable instructions issued by the DSA or the venue owners at the Event.
- 4.6 Either party may terminate Part 3 of these Terms immediately on giving written notice where the other party:
- (a) breaches any of the provisions of Part 3 of these Terms (including by non-payment of any fees) and does not remedy the breach, if the breach is capable of being remedied, within seven (7) days after receiving notice of the breach;
  - (b) breaches any of the provisions of Part 3 of these Terms and the breach is not capable of being remedied; or
  - (c) becomes insolvent or goes into liquidation or has a receiver or manager appointed over any of its assets, or makes any arrangement with creditors, or becomes subject to any similar insolvency event in any jurisdiction.

## 5 LIABILITY

- 5.1 To the fullest extent permitted by any applicable laws, the DSA shall not be liable to you for any loss, delay, damage or other liability incurred resulting from or arising in connection with the cancellation, date change or venue change of the Event howsoever arising or any venue change. You acknowledge

and agree that the provisions of paragraph 3 of Part 3 of these Terms set out Your sole remedy should the Event date be changed or cancelled and all other liability of the DSA is expressly excluded.

- 5.2 Subject to paragraphs 9.1, 9.2 and 9.3 of Part 1 of these Terms, the total liability of the DSA arising out of, or in connection with an Event whether for negligence or breach of contract or howsoever arising shall in no event exceed the total Event Fees (if applicable) paid by You for the Event giving rise to the claim.
- 5.3 To the fullest extent permitted by applicable laws, the DSA excludes all liability for loss, injury or damage to persons or property at the Event.

## **6 GENERAL**

- 6.1 The DSA may permit Your delegates to take photographs, record or transmit audio or visual material from the Event but this is subject to the DSA providing such permission at the start of each Event. If the DSA does not provide such permission, then Your delegates are not entitled to take photographs, record or transmit audio or visual material from the Event.
- 6.2 You consent on behalf of Your delegates to filming and sound recording and photography of the Event by the DSA or its agents, employees or contractors or delegates (where permitted) and You consent to the use by the DSA of any such recording or photography anywhere in the world for promotional, marketing and other purposes.