Terms and Conditions

## 1. These Terms and Conditions

### 1.1 Why you should read them

Please read these terms and conditions carefully and make sure you understand them. They set out the obligations (the 'terms') between you and BIAE ('BIAE', 'we', 'us', or 'our'). The terms explain what happens once you have placed an order/submitted a booking form, how to make payment, how you and we may change or end the contract, what to do if there is a problem and other important information. The terms are only available in English.

1.2 You should retain a copy of these terms for future reference

### 1.3 What these terms cover

These terms cover the provision of the events that we organise and which are available through BIAE eLearning (the 'event').

### 1.4 Who we are

# We are a non-profit professional organisation for electrolysis practitioners. Our Head Office is at BIAE Ltd, Kitts, Weavering Street, Bearsted, Maidstone, Kent ME14 5JJ.

### 1.5 How to contact us

# You may contact us by telephoning our secretary at 07547 355034

or sending an email at info@electrolysis.co.uk

### 1.6 How we may contact you

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us at the time you made your booking.

1.7 'Writing' includes emails. When we use the words 'writing' or 'written' in these terms, this includes emails.

## 2. Our contract with you

### 2.1  How we will accept your booking

Any description, advertisement, documentation issued by us and any description contained on the BIAE website or any catalogues relating to the event are issued and published for the sole purpose of giving you a general idea of the event, its content and objectives. Subject to any obvious error, the description and price of the event will be as quoted on the website or in an email response at the date your booking is made. All payments under these terms shall be in UK pounds sterling.

2.2  Upon submitting a booking form for a place or places on an event, whether online, in writing or by telephone, you will be given confirmation of our acceptance of your order (a 'booking confirmation') whether verbally, in writing or both.

2.3  A booking confirmation or attendance at the event (where the booking confirmation has not been received prior to the event) brings into existence a legally binding contract based on these terms between you and us.

2.4  Where you are not a consumer, you acknowledge and agree that you have authority to bind any business/person on whose behalf you have purchased a place or places on an event.

2.5  Where you are not a consumer, these terms and any document expressly referred to in them constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

## 3. Price and payment

### 3.1  Payment

You must purchase the event(s) by paying the appropriate fees as set out on the website/ booking form. Payment can be made in the following ways:

(a) by credit or debit card by calling our office 07547 355034

(b) by BACS using the following details:

* sort code 20-53-97
* account number 40658995

3.2  Unless you are booking an event online, payment becomes due on submission of your booking form.

3.3  You are required to ensure that any due payment is made within 30 days of the date of the booking form or 3 days prior to the event – whichever one is shorter period of time.

### 3.4  Non-payment

Where you do not pay the appropriate fees in accordance with this Clause 3 or Clause 6.1(b) ii)  this will constitute a breach of this contract and, without prejudice to Clause 3.6, we may refuse you and your delegates entry to the event.

3.5  We may take legal action in order to recover any outstanding fees.

3.6  Without prejudice to Clause 3.6, we may refuse or cancel future bookings where payments for an event under these terms remain outstanding.

### 3.7  What happens if we got the price wrong

It is always possible that, despite our best efforts, some of the events we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the event's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the event's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and the correct price is lower than the stated price, we will arrange a refund.

## 4. Our rights to make changes

### 4.1  Changes to the event

We reserve the right to change venues (within the same city) and substitute trainers and consultants at our discretion.

4.2  Where BIAE is unable to deliver the service face to face, the parties may mutually agree an alternative digital platform for delivery.

## 5. About the event(s)

## 5.1 Face to face training

The event(s) shall take place on the date and at the venue set out in the booking confirmation unless otherwise changed in accordance with Clause 4.1. we shall use our reasonable skill and care to deliver the event and comply with the information you have been provided about it.

### 5.2 Digital training

In advance of digital training, both parties will make best endeavours to ensure that the agreed platform is accessible and capable of delivering/receiving the service to an acceptable standard.

5.3  Neither party shall be liable for fault or failure of the agreed platform that may occur during the delivery of the service, should it be deemed outside of their control.

5.4 Any materials provided for or during our events are protected by Copyright. Copying the training materials, distributing copies of them, whether free of charge or for sale, renting or lending copies of them, showing or playing in public, making adaptations of them and putting them on the internet is not permitted and will be challenged in accordance to UK Copyright laws.

## 6. Cancellation, transfer or postponement

6.1  You can cancel or transfer your booking in the following circumstances:

(a) where you are a consumer, you have the right to cancel within 14 days of receiving the booking confirmation (the 'cancellation period'). Where you have given consent to the event taking place within the cancellation period, you will lose your right to cancel your booking on the event.

(b) on rare occasions when we have made a change of date, you have the right to transfer to another event providing you give us notice within 7 days of the date change notice; however, we cannot guarantee availability on your replacement event - where we agree to the transfer:

* i) your original acceptance of these terms and conditions will also transfer
* ii) if the appropriate fees for the replacement event are less than the event you originally booked, we will refund the difference in accordance with clause 6.4
* iii) if the appropriate fees for the replacement event are more than the event you originally booked, we will send a request for payment to your email address; you should pay the difference in accordance with Clause 3.1 (a), (b) or (c).

(c) outside of the cancellation period detailed in clause 6.1 (a) you are not permitted to cancel your event booking.

6.2  You may only cancel your event booking in writing using the details provided in clause 1.6. When contacting us, please provide your name, details of the order, phone number and email address.

### 6.3  Your rights if we cancel an event

(a) Wherever possible, we will contact you in advance to tell you we will be cancelling an event, unless an emergency requires us to cancel the event on the day.

(b) We reserve the right to cancel or postpone events if there are insufficient delegate numbers to ensure a high quality training experience or if a trainer is ill.

(c) In the event that we cancel or postpone an event, we will offer you a place on the next available event. Alternatively, you may ask for a refund which shall be made in accordance with Clause 6.4 (b).

### 6.4 How we will refund you

(a) Where an event is cancelled pursuant to 6.1(a), (c) or (d) and in accordance with Clause 6.2 you shall be entitled to a refund of the fees for that event within 14 days beginning with the day on which we agree that you are entitled to a refund.

(b) Where an event is cancelled pursuant to Clause 6.3(c) we will refund your fees for the event but not any other expenses (for example; hotel or rail fares). Your refund of event fees will be paid within 14 days beginning with the day on which we agree that you are entitled to a refund.

(c) Where you transfer to a replacement event pursuant to clause 6.1(b) and the fee is less than the original event, we will refund the difference as soon as possible but in any event within 14 days beginning with the day on which we agree that you are entitled to a refund.

## 7. If there is a problem or you have a complaint

### 7.1  How to tell us about problems

If you have any questions or complaints about the booking process or an event, please contact us using the details in clause 1.5.

## 8. Summary of your legal rights

8.1  Whilst every effort is made to ensure that our events are relevant and topical they are not tailored or bespoke for specific businesses or individuals and therefore all warranties for fitness for purpose and all other express and implied warranties are excluded to the fullest extent lawfully permitted.

8.2  Nothing in these terms limits or excludes our liability for:

(a) death or personal injury caused by our negligence

(b) fraud or fraudulent misrepresentation

8.3  Our liability to you shall be limited to the price you have paid for the event and, subject to Clause 8.2 and 8.4, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract, for:

(a) any loss of profits, sales, business, or revenue

(b) loss or corruption of data, information or software

(c) loss of business opportunity

(d) loss of anticipated savings

(e) loss of goodwill

(f) any indirect or consequential loss

8.4  If we are providing events at your business premises, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the event.

## 9. How we may use your personal information

9.1  We will use the personal information you provide us:

(a) to deliver the event to you

(b) to process your payment for the events

(c) to give you information about any of the services we offer, but you may stop receiving this at any time by contacting us using the details provided in Clause 1.6

9.2  Your personal information will be processed in line with data protection legislation and in accordance with our privacy policy.

9.3  BIAE attaches significant importance to the evaluation of its services. It will evaluate services following delivery based on completed evaluation forms.

9.4  We will only share your personal information with third parties where the law requires us to do so.

**10. RAISE A CONCERN REGARDING THE PROFESSIONAL PRACTICE OF A MEMBER PROCEDURE**

Anyone can contact the BIAE and raise a concern about one of its members. This can include clients, other therapists, regulatory bodies, police or any interested party.

We need to make a clarification that complaints from clients for a service they have received are regulated by the Consumer Rights Act 2015 which requires them to be made to the provider of the service via their complaint’s procedure. The BIAE is not authorised to investigate or enforce a resolution to such complaint. However, if the client is concerned or believes that the treatment they have received is in breach of the BIAE Professional Code of Practice, they can follow this procedure to raise a concern.

Anonymous complaints (where the person making the complaint does not give their name) will not normally be actioned. If, however, the information given relates to professional misconduct or serious allegations about a BIAE member’s fitness to practise, we may investigate the complaint.

While there are no time limits on complaints, we recommend all complaints are made as near to the event as possible to ensure that evidence and details are up to date.

1. Bringing an allegation of complaint

An allegation can be brought by:

* a member of the public seeking or using a service provided by a member of the BIAE; or
* a member against another member; or
* an interested third party against a member, or
* notification of removal from another voluntary or state regulated professional body, or
* criminal investigation proceedings against a member
* the BIAE is made aware of an insurance claim which may bring into question a member’s fitness to practise.

The allegation must satisfy the following conditions:

* it is a breach of the Code of Professional Practice of the BIAE in force at the time the alleged breach occurred
* the allegation must be relevant to their work as a member of BIAE
* the member is named and is a current member of the BIAE
* the complaint is submitted in writing by post or email to the BIAE Secretary
* the allegation is not made anonymously

If the BIAE is notified of criminal investigations or convictions this will be dealt with as if raised as a concern and will usually result in immediate suspension awaiting further information from the police. The member will be informed in writing of their suspension, but the BIAE cannot enter into any further conversation with the individual as we are not permitted to get involved in criminal investigations.

2. What can you raise a concern about?

We consider all cases individually, but all members must abide by the Code of Professional Practice and are subject to the [Professional Practice Procedure](https://www.fht.org.uk/fs/s/v/professional_conduct_procedure.pdf).

This includes, but is not limited to:

* acting in the best interests of clients
* only working within the limits of competency
* observing confidentiality
* practising within the law
* not blurring boundaries between the client / therapist relationship
* use of threatening or inappropriate behaviour

3. What can the BIAE not do?

Whilst we consider all cases individually, we are not able to:

* consider complaints about non-BIAE members
* get involved in matters not related to BIAE membership
* arrange refunds or compensation
* give legal advice or get involved in legal disputes

4. How do you raise a concern?

In order to raise a concern, you must:

* write to the BIAE Secretary by post or email at info@electrolysis.co.uk
* identify the BIAE member you are complaining about
* provide sufficient details so that both BIAE and the BIAE member concerned can understand the nature of the complaint and respond accordingly
* provide any information requested by the BIAE pertaining to the complaint

5. How long will it take?

The BIAE will endeavour to consider the case in a timely manner and update the complainant and the member at each stage. This will include:

* confirmation of receipt of the complaint by the BIAE
* updates on decisions made by the BIAE Board whether the allegations are accepted or not and after carrying out The Professional Practice Procedure.

Each case is individual; however, delays may be inevitable due to:

* gathering information from the individuals concerned
* on-going police or criminal trial
* employer investigations
* difficulty finding dates when everyone is available for an interview

6. Confidentiality

When investigating a complaint, we will need to inform the BIAE member involved. This will include the name of the person who has raised the complaint - unless the complaint has been made anonymously - and will also include any comments made during the initial enquiry stages. All information shared between these parties involved, must be treated strictly private and confidential.

7. Records

All records will be kept for a period of 10 years.  The BIAE reserves the right to reconsider complaints previously submitted if a member has repeatedly breached the Code of Practice in frequent succession or where a warning has been given for a previous complaint of a similar nature. Exceptions or extensions may be considered depending on the nature of the complaint.

This document is to be used in conjunction with the Professional Practice Procedure.

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**RAISE A CONCERN FORM**

NAME:

ADDRESS:

CONTACT TEL NUMBER: EMAIL ADDRESS:

NAME OF BIAE MEMBER:

FULL DETAILS OF CONCERN:

(Please provide full details relating to the nature of your concern)

Signed …………………………………………………………………… Date …………………………………………………………