

# BVCA Terms & Conditions

Version 19

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## 1. Definitions

- 1.1 The **"BVCA"**, **"we"**, and **"our"** mean the British Private Equity and Venture Capital Association, incorporated in England and Wales, Company number 01697461, whose registered office is 55 Baker Street, London W1U 7EU.
- 1.2 **"You"** and **"your"** refer to the registered BVCA website user, BVCA member and/or BVCA event or training course attendee (**"delegate"**). Your use of BVCA's products, events, training courses and websites (collectively referred to herein as the **"Services"**) is subject to the terms of a legal agreement between you and the BVCA.
- 1.3 **"Customer"** refer to the purchases of any store products from the website.
- 1.4 **"Use of the Software and Content"** refers to accessing the learning management system via a web browser, and using the licensed Software together with accessing the Content deployed on the learning management system.

## 2. Accepting the Terms and Conditions (thereafter **"Terms"**)

- 2.1 In order to use our Services, you must firstly agree to the Terms.
- 2.2 You can accept the Terms by:
  - Clicking to accept or agree to the Terms, where this option is made available to you by the BVCA in the user interface for the Services; or
  - By booking, purchasing or using our Services. In this case, you understand and agree that we will treat your use of the Services as acceptance of the Terms from that point onwards. If you are registering on behalf of another it is your responsibility to ensure that the delegate is aware of the Terms and accepts them, and by completing the registration, you are warranting that you have made the delegate aware of the Terms and that they have accepted the Terms.
- 2.3 The Terms will continue to apply until terminated by the BVCA.

## 3. Use of Services

- 3.1 In order to access certain Services, you may be required to provide information about yourself (e.g. identification or contact details) as part of the registration process for the Services, or as part of your continued use of the Services.
- 3.2 You agree that any registration information you give to the BVCA will always be accurate, correct and current.

- 3.3 Unless you have been specifically permitted to do so in a separate agreement with the BVCA, you agree that you will not: (i) reproduce, duplicate or copy, or (ii) sell, trade, resell or otherwise commercially exploit, any of the Services, or any part thereof, for any purpose.

#### **4. Passwords and account security**

- 4.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access our Services. For the avoidance of doubt, you agree that you will not permit any other person to use your account or password to access our services.
- 4.2 You agree that you will be solely responsible to the BVCA for all activities that occur on your account.
- 4.3 By accessing our Services, you agree to abide by the terms of the [BVCA Legal Notices regarding Intellectual Property, the Privacy Policy and the Acceptable Use Policy](#).

#### **5. BVCA membership**

- 5.1 Registration to our website does not automatically constitute membership to the BVCA, either full or associate. Please refer to our website for details on how to become a full or associate member.
- 5.2 In all cases, a BVCA membership term is for 12 months from April 1st each year.
- 5.3 Upon application for membership to the BVCA, once you receive confirmation and/or an invoice your company will be liable to pay the full amount reflected on the invoice.
- 5.4 Payment of a membership renewal invoice constitutes your acceptance of your new membership term, and is non-refundable.
- 5.5 All BVCA members must abide by the [BVCA Member Code of Conduct](#).
- 5.6 All BVCA full members must supply investment and performance information to the BVCA or its nominated agent. Access rights to your data is granted by your firm to the BVCA or its nominated agent, and only for the purpose of data collection, audit, and membership fee alignment. This information will be treated confidentially and some of this information will be used in the compilation of private equity industry reports where only aggregate information will be published. Your firm remains the owner of the data which you have contributed.

#### **6. Payment for BVCA events and training courses**

- 6.1 Upon acceptance to the event/training course, you will receive confirmation and a dated invoice.
- 6.2 We request full payment within 30 days of the date of the invoice or prior to the event/training course taking place, whichever occurs sooner.
- 6.3 All events/training courses are subject to VAT at the prevailing rate.

6.4 All e-learning products are subject to the following license grant:

6.4.1 In consideration of the Fee paid by the Customer to the BVCA, the BVCA hereby grants the Customer a non-exclusive license for the period of 12 months to use the Software and Content (courses) deployed on it in accordance with the agreed numbers of purchased users

6.5 All e-learning products are subject to the following scope of use:

6.5.1 For the purpose of clause 6.4, use of the Software and Content shall not include allowing the use of the Software or Content by, or for the benefit of, and personal other than an employee of the Customer.

6.5.2 The customer may not use the Software and Content other than as specified in clause 6.4.1, 6.5.1

6.6 Except as expressly stated in clause 6.4 & 6.5 the customer has no right and shall not permit any third party to copy, adapt, reverse engineer, decompile, disassemble, modify, or make any error corrections to the Software of content in whole or in part (whether by reverse engineering, decompilation or disassembly).

6.7 The Customer may not use any such information provided by the BVCA to create and software or content whose expression is substantially similar to that of the Software or Content supplied under this license nor use such information in any manner, which would be restricted by any intellectual property or copyright subsisting on it.

## 7. On demand content & course training materials / recordings

7.1 If you attend an event or training course you may be provided with certain pre and post event materials, either emailed or via a dedicated space on our website or nominated platform, along with time limited logon credentials. All such materials are strictly confidential and for the delegates own use, and they must not be copied, reproduced or shared with any other party. Logon credentials are strictly for the delegates use only.

7.2 If you have paid for on demand content, then you will be provided with access to certain materials along with time limited logon credentials. All such materials are strictly confidential and for the delegates own use, and they must not be copied, reproduced or shared with any other party. Logon credentials are strictly for the payees use only.

## 8. Cancellations and non-attendance by the delegate

8.1 If you are unable to attend an event then your place must be cancelled in writing, ideally within 24 hours' notice of the event or course. All applicable fees are non-refundable and we cannot accommodate transfers to alternative courses or course dates; however, there is no charge if a substitute delegate wishes to replace an original delegate from the same company.

8.2 **Training course cancellations** – if you are unable to attend a residential or non-residential training course, then your place must be cancelled;

and all applicable fees are non-refundable. Please see Clause 8.1 above for transfer options.

## **9. Warranties and limitation of liability**

- 9.1 Joining instructions for training courses will include an outline of the day, venue details, map and local hotel details, if applicable, and shall be issued approximately two weeks prior to the course. It is the responsibility of the delegate to contact the BVCA if joining instructions have not been received. The BVCA will not be held responsible for non-receipt of joining instructions and refunds will not be issue under such circumstances.
- 9.2 The BVCA gives no warranties in respect of any aspect of the event/training course or any materials related thereto or offered at the event/training course and, to the fullest extent possible under the laws governing the Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness and merchantability. Neither the BVCA nor its affiliates can accept any responsibility or liability for reliance by you or any person on any aspect of the event/training course or any information provided at the event/training course.
- 9.3 None of the materials pertaining to our events and courses is intended to constitute financial, legal or other advice, should not be relied upon as such and is not a substitute for obtaining such advice. The BVCA, its employees, trainers, contractors or consultants do not accept responsibility for delegates' actions, or those of any other people reading course notes or interpreting the training in litigation.
- 9.4 The BVCA does not accept responsibility for complaints arising from possible food poisoning or allergies and all such complaints should be addressed or directed to our catering companies, which can be contacted through us upon request. We will take reasonable steps to communicate any special requests/dietary requirements on behalf of the delegate if they are provided at the time of booking.
- 9.5 While the BVCA endeavours to ensure reasonable safety and security at our events and courses, it must be understood that all parties attending do so at their own risk. We will not be held responsible for injuries that may be incurred as a result of attending an event or course where the circumstances are outside of our control. Neither the BVCA nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the event or training course or other aspect related thereto or in connection with the Terms. However, nothing in these terms and conditions or any other terms of the BVCA seeks to exclude liability for death or personal injury resulting from the BVCA's negligence.

## **10. Changes and cancellations by the BVCA**

- 10.1 You acknowledge and agree that we reserve the right to change any and all aspects of the event/training course, including but not limited to, the event/training course delivery format, name, themes, content, programme, speakers, hosts, moderators, venue and time.
- 10.2 We reserve the right to postpone an event/training course at any time without liability. In these circumstances we will offer an alternative date or a credit note, but no compensation will be paid for any additional costs incurred.

- 10.3 We also reserve the right to cancel an event/training course at any time without liability. In these circumstances, we will offer a credit note to be used towards any future event/training course, but no compensation will be paid for any additional costs incurred.

## **11. Concessions**

- 11.1 A concession or discount offered on BVCA events/courses is exclusive; concessions or discounts cannot be combined.
- 11.2 Except for company-wide or pre-agreed discounts, the higher discount will always be applied.
- 11.3 In the case of special offers, these must be requested at the time of booking in accordance with the relevant offer terms and conditions; they will be applied automatically.

## **12. Late payment**

- 12.1 Late payment is defined as not having paid within 30 days of the date that appears on the invoice or after the event/training course has occurred.
- 12.2 In the case of late payment, we reserve the right to charge interest on all outstanding payments at the rate of 2 per cent per calendar month, or part thereof if less than a calendar month, until payment is made.
- 12.3 In any case where the delegate has not paid, or for example has other outstanding payments, we reserve the right to refuse entry to our events/training courses.

## **13. Media**

- 13.1 By attending a BVCA event or training course, you acknowledge and agree to grant the BVCA the right at the event/training course to record, film, photograph or capture your likeness in any media now available and hereafter developed and to distribute, broadcast, use or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to the BVCA includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use and/or disseminate the media.

## **14. Case Studies**

- 14.1 By accepting the Terms, you hereby grant to the BVCA a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable and royalty-free licence to use, reproduce and otherwise exploit the copyright and other intellectual property rights subsisting in any case studies or similar materials produced or created by you, or on your behalf, and which are available in the public domain (such as on your website, but including for the avoidance of doubt where the BVCA is first required to log in to your website, portal or similar in order to view such content) for its own purposes, including but not limited to producing research reports and policy submissions and distributing them to third parties.