

1 Information about us and these terms

These terms and conditions regulate the relationship between CMSUK and you in relation to accessing any online webinar provided by us (**Webinar**) via our website <https://www.cmsuk.org> (**Website**) (together referred to as our **Service**).

Please read these terms carefully before using the Website to book a Webinar. By accessing our Website to book a Webinar you agree to comply with and be bound by these terms and conditions (Terms). If you do not accept these Terms, please do not book any Webinars.

Who we are. We are CMSUK, which is a trading name of Case Management Society UK, a company registered in England and Wales. Our company registration number is 04245633 and our address is 100 Fetter Lane, London, EC4A 1BN, United Kingdom ('**CMSUK**', '**we**' or '**us**').

What these terms cover. These are the terms and conditions on which you must comply with when booking, viewing and accessing the Service.

Click on the links below to go straight to specific Terms:

- [We may make changes to the Service.](#)
- [You must keep your account details safe.](#)
- [Our rights to terminate.](#)
- [When we are responsible for loss or damage suffered by you.](#)

These Terms incorporate our [Privacy Policy](#) and [Cookies Policy](#) (which tells you about the use of cookies on our Website). We only use personal data that we collect through your use of the Service in the ways set out in our [Privacy Policy](#).

Why you should read them. Please read these Terms carefully before you either contribute to, or use, the Service. These Terms tell you who we are, details of the Webinars and other services we offer, how to book a Webinar with us, how we will provide the Service to you, details of how you and we may cancel the Services, what to do if there is a problem, and other important information. If you think that there is a mistake in these Terms please contact us.

Third party terms. If you use the Service through connecting to any third party sites or applications (**Third Party Services**) such as GotoWebinar or Vimeo, the Third Party Services' rules and policies will also apply and in order to use the Service you must comply with Third Party Services terms.

How to contact us. You can contact us by emailing us at info@cmsuk.org or by post to our postal address, which is CMSUK, PO Box 293, Sutton, SM1 9BH.

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 you provided to us in your order or otherwise for that purpose.

2 When and how these terms apply

- 2.1 The Service is designed to be used by both presenters delivering Webinars for the Service (**Presenter(s)**), members viewing Webinars (**Member(s)**) and other users paying a one-off fee for a particular Webinar provided on the Service (**Guest(s)**).
- 2.2 These Terms apply to Presenters, Members and Guests. However, where applicable, we make it clear where specific terms apply separately to Presenters, Members and/or Guests.

Terms applying to Members and Guests

3 Other terms that may apply to you

- 3.1 There may be other terms that apply to you when you use the Service.

3.2 In particular, please note that our [Privacy Policy](#) sets out the terms on which we process any personal data we collect from you or that you provide to us. By using the Service, you consent to such processing and you warrant that all data provided by you is accurate.

3.3 Our [Privacy Policy](#) applies to use of our Website.

4 We may make changes to the terms

4.1 We may amend these Terms at any time by amending this page. We may notify you by email if significant changes are made, but please check this page from time to time as any changes will be binding on you if you continue to use the Service.

5 We may make changes to the Service

5.1 We may update the Service from time to time and may change any of the content that is uploaded by us at any time. However, we are under no obligations to update the Service and we do not guarantee that the Service, or any content on it, will be free from errors or omissions.

6 Availability of the Service

6.1 By using the Service, you acknowledge that the Service is provided on an "as is" and "as available basis". We do not guarantee that the Service will always be available or be uninterrupted.

6.2 We may suspend or withdraw or restrict availability of all or any part of the Services at any time for routine maintenance, release of upgrades to the Services, or at our reasonable discretion. We will try to give you reasonable notice of any suspension or withdrawal.

7 Who may use the Service

7.1 In order to access the Service, you must be:

7.1.1 a registered (or pending) and paid-up Member of CMSUK; or

7.1.2 a Guest.

8 Creating a Members account

8.1 To become a Member, you will need to apply for membership through our Website at <https://www.cmsuk.org/apply-for-membership>.

8.2 The Member area of the Website is for use by the named Member only. When you register your profile on the Website, we ask you to provide certain information about yourself that is true, accurate, and up to date. Should any of your registration information change, please login to the Member area, go to ["My Profile"] and make the required changes. You can access your profile from the Members area by creating a profile on the Website that can be accessed using a password. You must not disclose your profile security details to any other person. You are responsible for keeping your security details safe and secure. If you know or suspect that anyone other than you knows your security details, you must promptly notify us at info@cmsuk.org.

8.3 We have the right to disable your profile or withdraw or suspend your access to the Service at any time if in our reasonable opinion you have failed to comply with any of the provisions of these Terms. We will contact you to tell you we are suspending your access to the Service.

9 Creating a Guest account

9.1 Non-members wishing to view a particular Webinar can purchase a one-off delegate pass in order to obtain such access (**Delegate Pass**) (and see more on the fees payable under the Price and Payment section at clause 11 below).

9.2 Delegate Passes can be purchased through submitting a completed non-member booking form found on the relevant event page of our Website.

9.3 Delegate Passes are for use by the named Guest only (unless we agree in writing that the Delegate Pass can be transferred to a third party) and you must not disclose your Delegate Pass details to any other person. You are responsible for keeping your Delegate Pass details safe and secure. If you know or suspect that anyone other than you knows your Delegate Pass details, you must promptly notify us at info@cmsuk.org.

9.4 We have the right to withdraw your Delegate Pass at any time if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

10 Data protection

10.1 By registering to use the Service, you agree to allow us to contact you regarding our services. If you do not wish to receive such communication please email info@cmsuk.org.

10.2 The contact details of those Members and Guests viewing a Webinar will be placed on the attendee list and will be sent to sponsoring companies and to other attendees for the purposes of networking and meetings. Members or Guests not wishing to be included on this list should let us know at the time of booking.

11 Price and payment

11.1 Access to the Service, and any documents, information, images, graphics, videos, audio recordings, content, data, photos in hard copy or electronic form (**Materials**) provided by us to you in connection with the Service or a particular Webinar is provided free of charge to all Members (and pending Members).

11.2 Subject to, and in accordance with, the provisions of the Creating a Guest account section at clause 9, Guests can access the Service through purchasing a Delegate Pass.

11.3 The price paid for a Delegate Pass (which includes VAT) will be the price indicated on the relevant event page of the Website through which you make your purchase (the **Delegate Fee**).

11.4 If you are a Guest you will be required to pay a fee for 'live' access to a Webinar. At the time of requesting a Delegate Pass, you will be asked to pay the Delegate Fee by a payment method as may be designated by us or our payment processor from time to time.

11.5 If you are a Guest, the Delegate Fee must be paid in full in order to guarantee registration onto the particular Webinar. If payment is not made at the time of booking, then the registration will be provisional. Once payment has been received, we will send you an email confirming details of your booking and receipt of payment.

11.6 Payment of the Delegate Fees via our Website is processed by our payment processor, PayPal. This means that all payment information provided by you is held by PayPal. The following data is also passed to PayPal: (i) your email address, (ii) your URL region information. By providing PayPal with the details of a payment method, you (i) represent that you are authorised to use the payment method that you provided; (ii) represent that any payment information you provide is true and accurate; and (iii) authorise PayPal to take payment of the applicable Delegate Fee.

11.7 Payment of the Delegate Fees can also be made via BACS or cheque, using the details provided on our Website.

11.8 We or our payment processor are not responsible for any charges or fees imposed by your bank, credit or debit card issuer, or other account provider on payment of Delegate Fees or any costs that may be incurred as a result of failed attempts to take such payment. We or our payment processor may contact you if your bank, card issuer or other account provider declines payment of the Delegate Fee.

12 Alteration to the programme – cancellation/postponement of Webinars

12.1 We reserve the right to make alterations to our Webinar programme and timings.

12.2 In the unlikely event of a Webinar being cancelled by CMSUK, a full refund will be made to Guests who have purchased a Delegate Pass. You accept that our only responsibility to you will be limited to paying you the same amount paid for the Delegate Pass.

- 12.3 If we are able to re-arrange or postpone the Webinar then any Delegate Passes will remain valid for the new dates and will be subject to the termination provisions under the Members and Guests rights to terminate section at clause 23.

13 Use of the Service and the Materials

- 13.1 The Service is intended for use by Members and Guests located within the UK only. If you attempt to access the Service outside the UK, we do not guarantee that the Service or any content in it will be available.
- 13.2 We are the owner or the licensee of all copyright, database rights, trade marks, patents, design rights (of whatever nature, whether registered or capable of registration or not, in any part of the world, and including all applications and the right to apply for any such rights, and the right to sue for past infringement of any foregoing rights) (**IPR**) in the Service, in the Webinars and Materials associated with the Webinars. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

14 Access to the Webinar

- 14.1 Once your registration onto a particular Webinar has been confirmed, you will be able to access the Webinar via the Website shortly before it is due to commence.
- 14.2 Guests will only be able to access a Webinar once we have received their Delegate Fee and their booking has been confirmed.

15 Members use of the Service and the Materials

- 15.1 As a Member, you shall have unrestricted access to the Materials on the Service and may print off copies, and download extracts of any of the Materials for personal use only.
- 15.2 Members will have access to recordings of Webinars and Materials associated with the Webinars via the Member section of the Website (**Library Content**).
- 15.3 We will aim to upload a recording of each Webinar within 1 week of its first live showing, along with any Materials associated with the Webinar.
- 15.4 All Library Content will be available to Members for a minimum of 1 year from the date of the particular Webinar's first live showing, after which point we may remove Library Content from the Website as we see fit.
- 15.5 You must not modify the paper or digital copies of any Materials printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

16 Guests use of the Service and the Materials

- 16.1 As a Guest, you will have limited access to view the live Webinar only and any Materials associated with that Webinar. Materials for a Webinar will be available to Guests to view during the live broadcast of the Webinar and will be sent to the Guest following the Webinar event. You shall have no other rights to access, view, print off copies, or download any Materials provided on the Service.

17 Restrictions on use of the Service and the Webinar Content

- 17.1 You must use the Service in compliance with all applicable laws, rules and regulations and in accordance with these Terms. You agree not to use the Service for any unlawful, fraudulent or inappropriate purpose or in any manner inconsistent with these Terms.
- 17.2 You must comply with the terms of our [Privacy Policy](#) when using the Service.
- 17.3 You must not infringe our IPR or those of any third party in relation to your use of the Service or the Webinar and any Materials associated with that Webinar (together referred to as **Webinar Content**) (see more information on the treatment intellectual property rights under the Intellectual property rights of Members and Guests section at clause 21 below).

- 17.4 Except as otherwise provided under these Terms, you must not licence, sub-licence, loan, sell, provide, distribute, display, transmit, disclose, copy, reproduce, or otherwise make available the Webinar Content or any other content of the Service in any form, in whole or in part, to any person without prior written consent from us.
- 17.5 You must not use any part of the Webinar Content for commercial purposes without first obtaining a licence to do so from us or our licensors.
- 17.6 If you use any Webinar Content in breach of these Terms, your right to use the Service will cease immediately and you must, at our option, return or destroy any copies of the Webinar Content you have made.
- 17.7 If you fail to comply with these Terms and your obligations under them and we suffer loss as a result then you will be responsible for such loss if it is a foreseeable result of not adhering to these Terms, although you will not be responsible for any loss that is not foreseeable. Loss is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us before purchasing the Service
- 17.8 While we try to make the Service available to all Guests and Members there is limited availability on all our Webinars. Please ensure you receive a Webinar booking confirmation.

18 Do not rely on information on the Service

- 18.1 The Webinar Content that we provide you as part of the Service is for general information only, it may not be up to date and is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Webinars or Materials on the Service.
- 18.2 Although we make reasonable efforts to update the information on the Service, we make no representations, warranties or guarantees, whether express or implied, that the Webinar Content is accurate, complete or up to date.

19 Presenter generated content is not approved by us

- 19.1 As part of our Service, the Webinars we offer to Guests and our Members may include Materials provided by Presenters contributing to particular Webinars. The information in these Materials has not been verified or approved by us. The views and opinions expressed by Presenters on the Service are their own and do not necessarily represent our views or values.
- 19.2 We cannot accept any responsibility for advice given, or views expressed, by any Presenter at a Webinar or in any Material provided.
- 19.3 If you wish to complain about information and Materials provided by Presenters, please contact us on info@cmsuk.org.

20 We are not responsible for other websites the Service links to third party site

- 20.1 Where the Service contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources. You will need to make your own independent judgement about whether to use any such independent sites.

21 Intellectual property rights of Members and Guests

- 21.1 We are the owner or the licensee of all IPR in our Website (and in the material published on it), as provided by the Service and the Webinar Content. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You must not use any Webinar Content for commercial purposes without obtaining a licence to do so from us.
- 21.2 If you contribute to the Material provided on the Service during a live Webinar question and answer sessions or contribute in any way to the development of Material for a Webinar, the IPR in any contributions shall belong to

CMSUK and you hereby assign to CMSUK absolutely with full title guarantee all such rights, interest and title in or to all IPR in the contributions.

22 Members and Guests warranties

22.1 You will indemnify us against any third party claims that are directly caused by any breach by you of these Terms or your use of the Service.

23 Members and Guests rights to terminate

23.1 If you are a Member of CMSUK, you have a right to access the Service (as set out in the Who May Use the Service section at clause 7.1) and your membership rights and rights to terminate the same are set out in [CMSUK Membership Rules](#).

23.2 If you are a Guest and purchase a Delegate Pass in order to access the Service (in accordance with the Price and payment section at clause 11), your rights to terminate these Terms are as follows:

23.2.1 If you live in England and Wales, you have a legal right to change your mind and cancel this agreement within 14 days and receive a refund.

23.2.2 Even if we are not at fault and you do not have a right to change your mind (see clause 23.2.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for digital content is completed when the digital content is delivered, downloaded or streamed and paid for. If you want to end your contract with us before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

23.2.3 To end your contract with us, please let us know by emailing us at info@cmsuk.org. Please provide your name, home address, details of the order and, where available, your phone number and email address.

23.2.4 We will refund you the amount of money you paid for access to the Service using the method you used for payment. However, we may make deductions from the price, as described below.

23.2.5 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of you telling us you have changed your mind.

24 Our rights to terminate

24.1 If you are a Member:

24.1.1 in the event that your membership is terminated in accordance with the [CMSUK Membership Rules](#), these Terms will also be terminated.

24.1.2 in the event that you breach any of these Terms, we may terminate your membership of CMSUK.

24.2 If you are a Guest in the event that you breach any of these Terms, we may terminate your Delegate Pass access.

24.3 We may also write to you to let you know that we are going to stop providing the Service. We will let you know at least 30 days in advance of our stopping the supply of the Service and, where applicable, will refund any sums you have paid in advance for any access to the Service that will not be provided.

25 If there is a problem with the Service

25.1 If you have any questions or complaints about the Service, please contact us. You can telephone us at 0333 2070755 or email us at info@cmsuk.org.

26 Our responsibility for loss or damage suffered by you

- 26.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking our agreement with you or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us before accessing the Service.
- 26.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Service.
- 26.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions.
- 26.4 We only supply the Service for domestic and private use. If you use the Service for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

27 Viruses

- 27.1 We do not guarantee that the Service will be secure or free from bugs or viruses.
- 27.2 You are responsible for configuring your information technology, computer programmes and platform to access the Service. You should use your own virus protection software.
- 27.3 You must not misuse the Service by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Service, the server on which the Service is stored or any server, computer or database connected to the Service. You must not attack the Service via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Service will cease immediately.

Terms applying to Presenters

28 Presenters contributing to the Service

- 28.1 You hereby grant CMSUK a non-exclusive, non-transferable, irrevocable, royalty-free perpetual licence to use, copy and exploit the Webinar Content for the purpose of providing the Service and to the extent required for CMSUK and our Members and Guests to make full use of the rights granted to the Webinar Content pursuant to these Terms.
- 28.2 You agree that you will prepare slide presentation and handouts for each Webinar you intend to present and you shall provide us all preparatory materials and slides associated with a Webinar at least 1 week before the date of its scheduled live showing.
- 28.3 Without prejudice to clause 28.1 under this section and except as otherwise provided under these Terms, we shall not resell the Webinar Content.
- 28.4 We shall be entitled to use third parties to host, run, support and maintain the Webinar Content on behalf of CMSUK.
- 28.5 We shall notify the Presenter as soon as we become aware of any unauthorised use of the Webinar Content by any person.

- 28.6 As a Presenter, you acknowledge that Webinar Content may comprise Materials which are exclusively designed and delivered for CMSUK only (**Bespoke Material**).
- 28.7 Subject to your rights in Clause 27.1 under the Viruses section above, and a cash payment of £1 (one pound) to be made by CMSUK to the Presenter (which is duly paid and acknowledged), As a Presenter, you agree that all IPR in any Bespoke Material shall belong to CMSUK.
- 28.8 Insofar as the IPR in any Bespoke Material does not vest automatically in CMSUK by operation of law or under these Terms, you hold legal title in these rights and materials on trust for CMSUK and hereby assign absolutely to CMSUK with full title guarantee all rights, title and interest in and to all IPR in the Bespoke Material including all present and future rights to the fullest extent permitted by law.
- 28.9 You undertake to CMSUK, whenever requested to do so, to promptly deliver to us all Materials relating to the Bespoke Material which are in your possession, custody or power.
- 28.10 You hereby waive any moral rights in the Bespoke Material to which you are, now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 28.11 You acknowledge that no remuneration or further compensation is or may become due to you in respect of the performance of your obligations under this clause 28.11
- 28.12 You undertake at the expense of CMSUK, at any time either during or after the term of this agreement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of CMSUK, be necessary or desirable to vest the IPR and Bespoke Material in the name of CMSUK and to defend CMSUK against claims that works embodying IPR or Bespoke Material infringe third party rights, and otherwise to protect and maintain the IPR in the Bespoke Material.
- 28.13 You shall have no right to use the Bespoke Material for any other purpose without first obtaining the prior written consent of CMSUK in form of licence, such consent not to be unreasonably withheld.
- 28.14 If, for whatever reason, you become unable to fulfil your obligations under these Terms, you undertake to use your best efforts to find a suitable alternative Presenter in the same field of work to present the Webinar and fulfil the other relevant obligations under these Terms.

29 Presenters warranties and indemnities regarding Webinar Content

- 29.1 You warrant that you have the right to enter into these Terms and grant us a lawful and validly granted licence to the use the Webinar Content as contemplated by these Terms at clause 28.1 under the Presenters contributing to the Service.
- 29.2 As a Presenter, you shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by CMSUK arising out of or in connection with any claim made against CMSUK for actual or alleged infringement of a third party's IPR arising out of or in connection with the use of the Webinar or Materials in accordance with these Terms.

30 Other important terms applying to both Members, Guests and Presenters

- 30.1 **We may transfer these terms to someone else.** We may transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the agreement within thirty days of us telling you about it and we will refund you any payments you have made in advance on a pro rata basis for access to the Service not provided.
- 30.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. We may not agree if this transfer would be mean that the person you are transferring to is in breach of these Terms or otherwise illegal.
- 30.3 **Nobody else has any rights under these terms (except someone you pass your guarantee on to).** This agreement is between you and us. No other person shall have any rights to enforce any of its Terms. Neither of

us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.

- 30.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 30.5 **Even if we delay in enforcing this agreement, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Service, we can still require you to make the payment at a later date.
- 30.6 **Which laws apply to this agreement and where you may bring legal proceedings.** These Terms are governed by English and Welsh law and you can bring legal proceedings in respect of the Service in the English and Welsh courts. If you live in Scotland you can bring legal proceedings in respect of the Service in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Service in either the Northern Irish or the English courts. If you live outside of England, Scotland, Wales or Northern Ireland you may bring proceedings in the English courts.