

## TERMS AND CONDITIONS FOR TYPE 1 FAMILY WEEKENDER EVENTS

### THESE TERMS

**1.1 What these terms cover.** When you register your family for one of our family weekender events, these are the terms and conditions which apply. If you are booking on behalf of another person who is over 16, you confirm that you are authorised by that person to make the booking, and that the person has confirmed their agreement to be bound by these terms and conditions. You acknowledge and agree that both you and the person for whom you are making the booking will be bound by these terms and conditions.

**1.2 Why you should read them.** Please read these terms carefully before you register for a Family Weekender. These terms tell you who we are, how we will provide the Family Weekender to you, how you and we may change or end the contract, 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 to discuss.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We are Diabetes UK. Diabetes UK is the operating name of the British Diabetic Association, a company limited by guarantee (company number 00339181) and a charity registered in England and Wales (no. 215199) and in Scotland (no. SC039136) which has its registered office at Wells Lawrence House, 126 Back Church Lane, London E1 1FH.

**2.2 How to contact us.** You can contact us using any of these options:

- Call us on 0345 123 2399 (Monday to Friday, 9am to 6pm)
- Email [type1events@diabetes.org.uk](mailto:type1events@diabetes.org.uk)
- Write to us: Type 1 Events Team, Diabetes UK, Wells Lawrence House, 126 Back Church Lane, London E1 1FH

**2.3 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 in your application

**2.4 “Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

### 3. OUR CONTRACT WITH YOU

**3.1 How we will accept your application.** To apply for a place on one of our Family Weekender events, you need to complete the application form with all requested details. We will then email you or send you a letter to tell you your family has been allotted a place on an event and you will be asked to pay a 20% deposit.

**3.2 Deposit payment.** Your place is not confirmed and a contract does not come into existence between us until we receive payment of a 20% deposit. If we do not receive payment of the deposit within two weeks of your receipt of an invoice, we may cancel your family’s place on the event and re-allocate it to another family. In this case, *Clause 7.1(a)* will apply.

**3.3 Third party funding.** If your place is being funded or supported by a third party, we need you to provide their details to us so we can send them an invoice. They will be asked to pay in full within 30 days of invoice.

#### 4. CHANGES TO OUR EVENTS

**4.1** Although we make every effort to run the event as described in our “What to Expect” guide, factors beyond our control may occasionally mean that we have to make changes to activities, times or venues. This may be for health and safety reasons, adverse weather, to comply with legal or best practice requirements or supplier issues. Often these will be minor changes and sometimes we may not know about them until the last minute.

**4.2** If we need to make a significant change in advance of the event which might adversely affect your experience we will do our best to let you know and you will have the right to cancel the contract and receive a refund (see *Clause 5.2*).

#### 5. YOUR RIGHTS TO END THE CONTRACT

**5.1 You can always end your contract with us.** Your rights when you end the contract will depend on when you decide to end the contract:

**(a) If the event we provide is different from the description we gave you, you may have a legal right to end the contract** (or to get some or all of your money back), see *Clause 5.2 or 8.2*;

**(b) If you want to end the contract because of something we have done or have told you we are going to do, see *Clause 5.2*;**

**(c) If you have just changed your mind about the event, see *Clauses 5.3 and 5.4*.** You may be able to get a refund if you are within the cooling-off period described in *Clause 5.3*, but this may be subject to deductions as described in *Clause 6.3*;

**(d) In all other cases (if we are not at fault and there is no right to change your mind), see *Clause 5.5*.**

**5.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full and you may also be entitled to compensation. The reasons are:

**(a)** we have told you about an upcoming change to the event or these terms which you do not agree to (see *Clause 6.2*);

**(b)** we have told you about an error in the price or description of the event (see *Clause 9.2*) and you do not wish to proceed; or

**(c)** you have a legal right to end the contract because of something we have done wrong.

**5.3 How long do I have to change my mind?** You have 14 (fourteen) days after the day you pay the deposit. This is called the “cooling-off period”. If you pay the deposit less than 14 days before the event in question, you should be aware that you cannot cancel once the event has started (see *Clause 6.3*).

**5.4 When you don’t have the right to change your mind.** You do not have a right to change your mind in respect of an event which has finished even if the cooling-off period is still running.

**5.5 Ending the contract where we are not at fault and there is no right to change your mind.** If you cancel after the 14 day cooling-off period and 60 days or more before the event, we will refund any money you have paid. If you cancel after the 14 day cooling-off period but less than 60 days before the event, your 20% deposit will be non-refundable. We will refund any balance payment you have made provided that you cancel 28 days or more before the start date of the event. If you cancel less than 28 days before the start date of the event (but after the end of the 14 day cooling-off period) and we are unable to fill the place with another participant we will not be able to refund your balance payment. This is because we will already have paid for many of the event costs in advance.

## **6. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**6.1 Tell us you want to end the contract.** To end the contract with us, please contact us using one of the methods set out at *Clause 2.2*.

**6.2 How we will refund you.** We will refund you the price you paid for the event, by the method you used for payment. However, we may make deductions from the price, as described below.

**6.3 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind after the event has started, a refund will not be available even if the cooling off period is still in force.

**6.7 When your refund will be made.** 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 your telling us you have changed your mind.

## **7. OUR RIGHTS TO END THE CONTRACT**

**7.1 When we may end the contract.** We may end the contract at any time by writing to you if:

**(a)** you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

**(b)** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the event, for example, medical information which is required to provide a safe event for you or your family member;

**(c)** you break the contract in another way, such as by transferring it to someone else.

**7.2 What happens if we end the contract.** If we end the contract in the situations set out in *Clause 7.1(a) or (b)*, we will cancel your place on the event. You will be entitled to a refund of the payments you have made as follows:

**a)** If we end the contract 60 days or more before the start of the event, we will refund your deposit.

**b)** If we end the contract less than 60 days before the event, we will not refund your deposit

If you break the contract in another way, you may have to compensate us and you may not be entitled to a refund.

**7.3 If we cancel the event.** If an event has to be cancelled, we will contact you as soon as possible to let you know and refund any money you have paid to us for the event.

## 8. COMPLAINTS

**8.1. At Diabetes UK we always aim to provide a high level of service in all areas of our work, but occasionally we don't get it right.** We welcome and value all feedback, good and bad, as this helps us to resolve issues, where possible, and improve the service that we provide to you in the future. If you would like to make a complaint to Diabetes UK, you can contact us using any of these options:

- Call us on 0345 123 2399 (Monday to Friday, 9am to 6pm)
- Email [helpline@diabetes.org.uk](mailto:helpline@diabetes.org.uk)
- Write to us: Supporter Care Team, Diabetes UK, Wells Lawrence House, 126 Back Church Lane, London E1 1FH

Please see our website at [https://www.diabetes.org.uk/get\\_involved/ways-to-donate/diabetes-uk-complaints-procedure](https://www.diabetes.org.uk/get_involved/ways-to-donate/diabetes-uk-complaints-procedure) for details of our complaints procedure.

**8.2 Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to events you have paid for. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

## 9. PRICE AND PAYMENT

**9.1 Where to find the price for the event.** The price of the event (which includes VAT) will be the price indicated on the order pages when you placed your order. The price includes all meals, accommodation and soft drinks, but you are responsible for any other costs you incur at the hotel such as newspapers or additional food and drink (including alcoholic drinks) that you order.

**9.2 When you must pay and how you must pay.** We accept payment by cheque, bank transfer or payment by Visa, Mastercard, Maestro or American Express cards. We ask for an initial deposit of 20% of the cost which needs to be paid within 2 weeks of invoice in order to secure your place. The balance is payable 40 days before the event. You can pay in instalments or in full in one go. You can pay for the event yourself, or arrange for a third party to pay the cost, or apply for funding from the Type 1 event fund. If a third party is paying the full cost then we ask that the full amount is paid in one go within 30 days of confirming your place.

## 10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU OR YOUR FAMILY MEMBERS

**10.1 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 this contract 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 during the application process.

**10.2 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 event as summarised at *Clause 8.2*

## **11. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**11.1 How we may use your personal information.** To run the Family Weekender events, we need you to provide us with details about you and your family. This includes names, ages and contact details, dietary, medical and access requirements, as well as details about your child's physical and emotional health.. This information is shared securely with the organisers of the event and the volunteers helping to run the event in order for us to organise and deliver the event and provide support to you and your family during the event.

Your registration information will be stored securely on the events platform and events app we use, run by a company called Aventri. Medical information will be stored during the event on iPads owned by us which are encrypted to protect this information, with limited paper copies for emergency use by medical personnel. We keep a record of the identity of all attendees on our events for a minimum of 99 years as recommended by the police for safeguarding purposes. All other information will be deleted within 12 months after the event.

We may also take photographs and videos during the event as a record of the event and for future use by us to market these events. As part of the registration process you will be asked if you agree to photographs and videos being taken of your family. If you change your mind, please let us know as soon as possible.

You can find out more about how we use your information at [www.diabetes.org.uk/privacy](http://www.diabetes.org.uk/privacy).

## **12. OTHER IMPORTANT TERMS**

**12.1 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.

**12.2 Nobody else has any rights under this contract.** This contract is between you and us, unless you registered for an event on behalf of a family member, in which case the family member is also bound by the terms of this contract. 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.

**12.3 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.

**12.4 Even if we delay in enforcing this contract, 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 contract, 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 event, we can still require you to make the payment at a later date.

**12.5 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the event in the English courts. If you live in Scotland you can bring legal proceedings in respect of the event in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the event in either the Northern Irish or the English courts.