

INTRODUCTION

These Booking Conditions apply to our Online Events and Courses

Your contract is with Sian Walters trading as “Art History in Focus” of PO Box 1509, Woking, Surrey GU23 6XE.

Your contract incorporates these Booking Conditions and by making a booking with us you confirm your acceptance of these Booking Conditions

A. BOOKING AND PAYMENT

A1. YOUR RESERVATION

A.1.1 When you make and pay for a booking we will we send a Confirmation email or invoice to you. You may wish to contact us before booking to check that places are still available although this is normally indicated on our website.

A.1.2 Please ensure that all the relevant parts of the booking form are completed correctly and in full otherwise we may not be able to process your booking.

A.1.3 If making bookings for a number of people please provide their email addresses when booking them as separate participants.

A.1.4 Please check your Confirmation email or invoice together with all other documents which we may send you as soon as you receive them and contact us immediately if any information appears to be incorrect or incomplete. We reserve the right to refuse a booking without giving any reason and in such circumstances will return any monies paid at the time of booking.

A.1.5 Confirmations, changes and subsequent information which need to be communicated are usually done by email. Please retain all correspondence sent from Art History in Focus pertaining to the event, and contact us if you have not received a Confirmation email or invoice. Art History in Focus is not responsible for failure of any e-mail to be received on account of technical problems or traffic congestion on the Internet or at any Web site, nor problems with or technical malfunction of any telephone network or lines, computer systems, servers or providers, computer equipment, software, or any persons' computers related to or resulting from uploading or downloading any material from our website.

A2. OUR PRICE POLICY, PAYMENT TERMS AND SURCHARGES

A.2.1 Although this is unlikely to happen, we reserve the right to alter prices shown in any of our marketing literature or on our website and we will inform you of any price changes as soon as possible.

A.2.2 Payments via our website can be made by credit or debit card via a secure payment system. We do not store credit card details nor do we share such details with any 3rd parties. Any such payments are made subject to the terms and conditions of the secure payment system provider. We are unable to accept payments after booking for an event has closed.

B. CHANGES, CANCELLATIONS AND BOOKING TRANSFERS

B1. IF WE CHANGE DETAILS OF THE EVENT

We hope and expect to be able to provide you with all the services we have confirmed to you in our Confirmation email or invoice. On occasions changes do have to be made, and we reserve the right to make these. For example, a named lecturer may be unable to participate because of illness or other unforeseen circumstances, in which case every effort will be made to find a suitable replacement. Course descriptions are intended to indicate only the general nature of the course and do not guarantee content. Art History in Focus reserves the right to amend the course and alter details at its discretion.

B2. IF WE CANCEL AN EVENT

In the unlikely event we need to cancel an event we will tell you as soon as possible. We will offer a transfer to another event as an alternative, if available, or a full refund.

B3 IF YOU CANCEL YOUR BOOKING

If you want to cancel your booking otherwise than as set out above please inform us in writing as soon as possible. We will offer a transfer to another event as an alternative, if available, if the cancellation is made within 14 days. We regret that (save as set out above) we are unable to offer refunds on unused places, but these

may be transferred to someone else for the event you have booked – please advise us if you wish to do so and give us at least 48 hours notice. If an event is ticketed and a ticket has been issued under your name, there may be a small administration charge in order to transfer the booking to another name.

C YOUR RESPONSIBILITIES

C1. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

All materials - including but not limited to audio, video, images and any other content - appearing via online events and/or on the website and all written material such as course hand-outs are protected by copyrights and/or other proprietary rights belonging to Art History in Focus and/or other third parties. You agree to abide by all applicable laws regarding copyrights, trademarks, publicity rights and privacy rights in the UK and any other jurisdiction from which you are accessing the website and online events.

You may not record, copy, reproduce, distribute, disseminate, publish, post, display, modify, create derivative works from, download, transmit, or in any way exploit any content from the online events and/or the website. You may not sell or offer for sale any of the content, or allow third parties to access it. You agree to maintain the security of any password, link or access code required for accessing online events or our recordings of online events which we may share with you, and not share these with any third parties.

Any violation of these terms may result in your expulsion from our online events and you may be subjected to fines and penalties.

Recordings of our online events are usually, although not always, available to booked participants who are unable to attend the event live and the availability of this recording facility will be clearly indicated on the website event page. We can only provide recordings to those who purchase a ticket before booking has closed and the recording must be watched by the participants within the viewing window cited. Once a recording has expired we cannot retrieve the recording or extend the viewing window for copyright reasons, and no refund will be available.

Art History in Focus makes no claim that online event content is appropriate for any particular purpose or audience. When accessing the online event, you are responsible for compliance with the laws of your jurisdiction.

Art History in Focus is not liable for comments, opinions and content shared by third parties on our website, social media pages or online events.

C2. TECHNOLOGY REQUIREMENTS

Our online events are facilitated through a third-party communications platform. It is your responsibility to ensure that you have the proper software and hardware requirements and a strong Wi-Fi connection in order to join our online events. Art History in Focus is not responsible for failure or errors in relation to your ability to access the online events, nor problems with or technical malfunction of any telephone network or lines, computer systems, servers or providers, computer equipment, software, or any persons' computers related to or resulting from uploading or downloading any material from our website or any third party. We are not responsible for the content or any viruses on sites that we may link to. Art History in Focus does not offer technical support.

D. IF YOU HAVE A COMPLAINT

If you have cause for complaint please bring it to our attention immediately and we will do our best to rectify the situation.

E. MISCELLANEOUS

E1. CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL

We will not be liable to pay any compensation if we are forced to cancel or in any way change your arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care.

E2. DATA PROTECTION

Information about you including your name and contact details is kept safely and treated confidentially. By booking an online event you agree to Art History in Focus holding your personal data in accordance with the Data Protection Act 1998 and our privacy policy which is available on our website.

E3. COMMENTS

If you supply any written comments to us about our events, we may occasionally use them on our website or for other marketing purposes. Please write to us if you would prefer that we do not use any such comments.

E4. JURISDICTION/GOVERNING LAW

We both agree that any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with your booking must be brought in the Courts of England and Wales only (unless you are a resident of Scotland or Northern Ireland in which case any proceedings must be brought in either the Courts of your own country or those of England and Wales). We both also agree that English law (and no other) will apply to your contract (unless proceedings are brought in Scotland or Northern Ireland, in which case Scottish or Northern Irish law, as applicable, will apply instead).