

INTRODUCTION

The booking conditions cited here apply to our Online Events and Courses.

Your contract is with Siân 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.

Notwithstanding any other provision in these Booking Conditions, unless we have already provided the services we have contracted with you to provide in accordance with your booking, you have the right to cancel your booking at any time up to the end of the 14th day after our Confirmation email or invoice is sent to you. You may do this by writing to us at the above address and you will receive a full refund of any monies paid.

A. BOOKING AND PAYMENT

A1. YOUR RESERVATION

- A.1.1 When you make and pay for a booking we will send a Confirmation email or invoice to you. Please contact us if for whatever reason you have not received a Confirmation email or invoice within 14 days of making your booking. 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. 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, as it may not be possible to make changes later. We regret we cannot accept any responsibility for any inaccuracies in any document if the correct information has not been provided. Whilst we will do our best to rectify any inaccuracies, you will be responsible for any expenses involved in doing so.
- A.1.5 Any contract is with the person making the booking and such person is responsible for ensuring that other persons on the booking are aware of these Booking Conditions and that they consent to him/her acting on their behalf in dealings with us.
- A.1.6 Places on Online Events and Courses are allocated on a “first come first served” basis but priority booking arrangements exist for members of Friends of Art History in Focus and further details as to how to become a member of Friends of Art History in Focus are contained within our website.
- A.1.7 Confirmations, changes and subsequent information which need to be communicated are usually sent by email. Please retain all correspondence sent from Art History in Focus pertaining to your booking and contact us if you have not received a Confirmation email or invoice. Art History in Focus is not responsible for failure of any email 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

- 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 prior to the issue of our Confirmation email or invoice. Once our Confirmation Invoice has been issued then, save in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these Booking Conditions.
- 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 reasonable efforts 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 WANT TO 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 of the start of the event. 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. LIMITATION OF OUR LIABILITY TO YOU

C1. We will not be liable where any failure in the performance of the contract is due to:

C1.1 you; or

C1.2 third parties unconnected with the provision of our services; or

C1.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

C2. Our liability, except in cases involving death and personal injury, shall be limited to the amount payable by you to us for the provision of the relevant Online Event or Course.

C3. The provisions of clauses C1 and C2 are in addition to any other limitation of liability contained in these Booking Conditions.

- C4.** Nothing in these Booking Conditions affect any statutory rights that you may have under the relevant jurisdiction applicable pursuant to clause G4.

D. 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.

E. 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.

F. 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.

G. MISCELLANEOUS

G1. 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.

G2. DATA PROTECTION

Information about you and any others included in your booking 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. From time to time we may contact you with information about special offers we have. If you do not wish to receive such information, please notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to Art History in Focus, PO Box 1509, Woking, GU23 6XE.

G3. 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.

G4. 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). If this provision is not acceptable to you, you must tell us at the time of booking.

G5. COMMUNICATION

Our communication with you is by email and this applies particularly in respect of confirmations, changes and subsequent information that needs to be sent to you. It is your responsibility to retain copies of all communications that you receive from us electronically relating to your booking and contact us if you have not received our Confirmation email or invoice within 2 weeks of making your booking.