# The Alan Turing Institute

# **Events Terms and Conditions**

#### INTRODUCTION

#### 1. About these Terms

- 1.1 These Terms apply to any order placed through the Alan Turing Institute online platform (the "Online Platform") for tickets to events held by the Alan Turing Institute (each, an "Event").
- 1.2 Please read these Terms carefully before you submit your order. By clicking "I agree to the order terms and conditions" before placing an order, you are confirming that you agree to be bound by these Terms. If you do not accept these Terms, you will not be able to order tickets for an Event through the Online Platform.

PLEASE PAY PARTICULAR ATTENTION TO THE CANCELLATION TERMS SET OUT BELOW.

1.3 These Terms are structured in the following parts (in addition to this introduction):

Part TitlePart 1 Your personal informationPart 2 General Terms and ConditionsPart 3 Definitions and interpretation

1.4 Capitalised words in these Terms have the meaning given to them in Part 3

# PART 1: Your personal information:

# 2. General transparency information

- 2.1 The Alan Turing Institute protects personal information in accordance with all applicable data protection legislation.
- 2.2 General information about how the Alan Turing Institute handles personal information and your rights in respect of your personal information is available in the transparency notice available at [Privacy notice | The Alan Turing Institute].
- 2.3 Where you are buying tickets on behalf of someone else, please draw their attention to the contents of this Part 1 before submitting your order because, where applicable, their personal information will generally be used in the same way and for the same purposes.

# 3. Photographs and filming

- 3.1 The Alan Turing Institute may photograph and record any Event. By attending an Event you may be included in photographs or recordings that will be used by the Alan Turing Institute (or by third parties working with or on behalf of the Alan Turing Institute) for the purposes of the Alan Turing Institute's internal and external promotional and publicity materials, including in any programmes, publications, websites, electronic publications and social media content. The Alan Turing Institute's lawful basis for using photographs or recordings of you in this way is that it is necessary for its legitimate interests to record and market its events to raise the profile of its activities.
- 3.2 Please let the Alan Turing Institute know if you would rather it did not use photographs or recordings of you in this way. You can do this either by contacting the event organisers or by using the details on the Contact Us Page. Please also feel free to let any photographers or camera crews working at any Events know if you would rather not be photographed or recorded.

#### 4. Personal information provided by you

- 4.1 In addition to its use of photography and recordings of the Event and the more general uses of your personal information set out in the transparency notice available at <a href="[Privacy notice">[Privacy notice</a> | The Alan Turing Institute], the Alan Turing Institute may use the personal information that you provide:
  - (a) to organise and administer your order and participation in the Event, including where applicable to facilitate your payment through the Payment Processor; the Alan Turing Institute's lawful basis for this use is that it is necessary for the purposes of a contract with you; and
  - (b) provided you have not told the Alan Turing Institute that you do not wish it to do so:
    - (i) to send you information regarding activities, courses, seminars and events organised by the Alan Turing Institute electronically or in any other form:

- (ii) to request your opinion of the Event and the Alan Turing Institute more generally; and
- (iii) to monitor levels of participation in its events;

the Alan Turing Institute's lawful basis for this is that it is necessary for its legitimate interests to market, develop and promote diversity of participation in its events and wider activities.

# PART 2: GENERAL TERMS AND CONDITIONS:

#### 5. How the Contract is formed

- 5.1 The pages of the Online Platform will guide you through the steps you need to take to place an order. The order process allows you to check and amend any errors before submitting your order.
- 5.2 By submitting an order you confirm that you are at least 18 years of age. Under 18s who would like to order tickets for an event should ask their parent or guardian to submit an order on their behalf.
- 5.3 Once you have submitted your order you will receive an Order Acknowledgement stating that the Alan Turing Institute has accepted your order. The Contract will only be formed, and become legally binding, when the Order Acknowledgement is provided to you.

#### 6. Duration of the Contract

6.1 Unless cancelled earlier in accordance with these Terms, the Contract will terminate once the Event(s) in your order have finished, at which point the obligations set out in these Terms shall cease (except for the restrictions on use of materials set out in clause 14, which will continue forever).

# 7. Payment and pricing

- 7.1 The Online Platform states whether an Event is a free event or a paid-for Event and all prices for paid-for Events are displayed on the Online Platform. All prices quoted include applicable taxes and charges incurred by the Alan Turing Institute for use of debit or credit cards unless otherwise stated. You may incur additional charges for the use of debit or credit cards from your provider and such charges are in addition to the advertised price. Prices may change from time to time, but this will not affect any order which has been confirmed by an Order Acknowledgement.
- 7.2 Where an Event is a paid-for Event, full payment for admission to the Event must be received in cleared funds by the Alan Turing Institute or its Payment Processor before the Event commences. The Alan Turing Institute reserves the right to refuse entry to anyone for whom all required payments have not been received prior to the Event.
- 7.3 Payment can be made by credit or debit card (or any other payment method permitted by the Online Platform) as explained in the order process. In all cases the Alan Turing Institute treats payment by card as confirmation that you are the person authorised to use such credit card or debit card and that you are over the age of 18 years.

- 7.4 Payments by credit or debit card are processed immediately via the Payment Processor over a secure link. No card details are held by the Alan Turing Institute.
- 7.5 Any discount (by discount code or otherwise) is personal to you and cannot be transferred. You will only be permitted to use one discount per purchase and any refund made to you will not include the value of the discount. Discounts will expire three months from the date of issue unless otherwise stated by the Alan Turing Institute.
- 7.6 Once the Alan Turing Institute or, where applicable, the Payment Processor has received a legitimate payment for the tickets in your order into its designated bank account, a payment confirmation will be emailed to you.
- 7.7 Please note that no tax receipt will be issued for credit card payments you will receive an email transaction confirmation only.
- 7.8 The Alan Turing Institute reserves the right to request relevant paperwork, and take other measures, to ensure that any tickets purchased are appropriate for the relevant delegates. In the instance that an incorrect ticket type has been purchased by you, the Alan Turing Institute reserves the right to cancel your order and/or the relevant ticket(s) and request that the appropriate ticket is purchased.

### 8. Cancellation by the Alan Turing Institute

- 8.1 The Alan Turing Institute may cancel the Contract by giving you notice in writing (whether by email or otherwise) for any reason at any time prior to the Event Date. If the Alan Turing Institute cancels the Contract pursuant to this clause 8.1, it will refund the price paid by you for ticket(s) for the relevant Event.
- 8.2 The Alan Turing Institute may also cancel the Contract at any time, without liability to you if:
  - (a) you breach these Terms (but not if it's a trivial breach); or
  - (b) the Alan Turing Institute is unable to fulfil your order in full due to a reason beyond its reasonable control.
- 8.3 If the Alan Turing Institute cancels the Contract under clause 8.2(a), the Alan Turing Institute will be entitled to retain (or be paid the balance of, as the case may be) the price paid by you in full.
- 8.4 If the Alan Turing Institute cancels the Contract under clause 8.2(b) you will be entitled to choose either: (i) to receive a full refund of the price paid; or (ii) (subject to availability) to receive tickets to an alternative equivalent Event. If you choose option (ii) and the price of tickets for the alternative equivalent Event is greater than the price paid for the tickets to the cancelled Event, you will be required to pay the difference in accordance with the payment terms set out in clause 7 or otherwise agreed with the Alan Turing Institute. If you choose option (ii) and the price of tickets for the alternative equivalent Event is lower than the price paid for tickets to the cancelled Event, the Alan Turing Institute will refund the difference. You must notify the Alan Turing Institute in writing (see the Contact Us Page for the relevant contact details), of your preferred option within fourteen (14) calendar days from you being notified by the Alan Turing Institute that the Contract has been cancelled. If we do not hear from you in the specified time period, we will refund the sum due to you.

# 9. Cancellation by you and substitutes

- 9.1 As the Contract relates to admission (by ticket or otherwise) to a conference, seminar or other event on a specific date or dates, you have no automatic legal right to cancel the Contract. Unless otherwise stated during the order process on the Online Platform, any cancellation of the Contract will need the Alan Turing Institute's approval. If you would like to cancel the Contract, please contact the Alan Turing Institute (see the Contact Us Page for the relevant contact details) to explain why you would like to cancel the Contract and to see if the Alan Turing Institute will accept the cancellation and agree to the reimbursement of all or part of any price paid by you.
- 9.2 Where it can reasonably be accommodated, such as for a conference or seminar but not for an event which required a selection process, the Alan Turing Institute will welcome a substitute individual attending in the place of any delegate, at no additional cost, provided that you inform the Alan Turing Institute in writing at least seven days prior to the Event.

#### 10. Details of the Event

- 10.1 The Alan Turing Institute will ensure that each Event is delivered in all material respects as described in the Online Platform or otherwise. However, the Alan Turing Institute will be entitled to make variations to the content and delivery of an Event where those variations do not alter the Event materially.
- 10.2 The Alan Turing Institute expects you to take reasonable care to satisfy yourself that the Event will meet your needs. The Alan Turing Institute does not guarantee that you will obtain any particular result from your participation in or attendance at any Event.

# 11. Equality, diversity and inclusion

- 11.1 The Alan Turing Institute seeks to ensure equal opportunities are provided to all individuals.
- 11.2 If you have a disability or special need, the Alan Turing Institute will make reasonable adjustments to make sure that you have, as far as is reasonable, the same access to everything that is involved in participating in or attending the Event as a person without a disability or special need.
- 11.3 Please provide the Alan Turing Institute with details of any disability and special needs as soon as possible.

# 12. Your obligations

- 12.1 You must and must use reasonable efforts to ensure that any delegates registered by you:
  - (a) at all times behave with honesty, integrity and show courtesy, consideration and respect to others when attending the Event;
  - (b) prepare for the Event as reasonably required by the Alan Turing Institute; and
  - (c) respect the confidentiality of all information that is acquired in connection with the Event and in certain circumstances ensure that data protection policies and training are undertaken and complied with.

12.2 The Alan Turing Institute reserves the right to refuse admission or deny you (or any delegate registered by you) access to any Event if your (or the relevant delegate's) behaviour is considered disruptive, likely to cause damage, nuisance, offence or injury, is in breach of venue rules and regulations, the Terms, or is otherwise unacceptable. The Alan Turing Institute may on occasion have to conduct security searches to ensure the safety of delegates, and/or the Event venue (and you hereby consent to this). The unauthorised use of photographic and recording equipment is prohibited.

#### 13. Hardware

- 13.1 You agree to ensure that any hardware (for example mobile app hardware) that is provided to you, or a delegate registered by you, is returned to a representative of the Alan Turing Institute at the end of the event.
- 13.2 If you or a delegate registered by you fails to return the hardware in accordance with clause 13.1, you may be required to pay the Alan Turing Institute the replacement cost for each device that is not returned.

# 14. Intellectual property

- 14.1 The copyright and all other intellectual property rights in all materials provided to you and/or any delegates registered by you at or in relation to an Event shall remain the sole and exclusive property of the Alan Turing Institute and/or its licensors. You undertake that you will not (and to use reasonable efforts to ensure that any delegates registered by you do not) copy or permit the copying of such materials or distribute any of them via internet or intranet or disclose or permit the disclosure or sell or hire the same to third parties unless specifically authorised to do so.
- 14.2 The Alan Turing Institute agrees to grant to you and any delegates registered by you a non-exclusive royalty free licence to use the relevant materials for the purposes of personal study and research in relation to the Event but not for commercial purposes.

# 15. The Alan Turing Institute's liability to you

- 15.1 Nothing in the Terms shall limit or exclude the Alan Turing Institute's liability for death and/or personal injury caused by the negligence of the Alan Turing Institute or any of its employees, agents or subcontractors, for fraudulent misrepresentation and any other liabilities which cannot as a matter of law be limited and/or excluded.
- 15.2 Subject to clause 15.1, the Alan Turing Institute does not accept responsibility and expressly excludes liability for any loss or damage to any property belonging to you that occurs in during your attendance at an Event. You should take particular care not to leave any valuables (including mobile phones, tablets or laptops) unattended at any time.
- 15.3 Subject to clause 15.1, the Alan Turing Institute shall not under any circumstances whatever be liable to you (whether for breach of contract, negligence, breach of statutory duty or otherwise) for any:
  - (a) losses that were not foreseeable to both you and the Alan Turing Institute when the Contract was formed:
  - (b) losses that were not caused by any breach on the part of the Alan Turing Institute; or

- (c) loss of profit, loss of business, business interruption or loss of business opportunity arising under or in connection with the Contract.
- 15.4 Subject to clauses 15.1, 15.2, and 15.3, the Alan Turing Institute's liability in connection with the Contract will be limited to the price paid by you for the tickets purchased under the Contract or, where no price was paid, £100.

# 16. Other important terms

- 16.1 The Alan Turing Institute may transfer the Contract (in whole or in part), or subcontract or delegate the delivery of an Event in any manner at its sole discretion to: (i) any separate entity controlled by the Alan Turing Institute or otherwise forming a part of the Alan Turing Institute group of entities; or (ii) any provider of outsourcing or third party services that is engaged under a service contract to provide services to the Alan Turing Institute.
- 16.2 The Contract is personal to you and so you cannot transfer any or all of your rights or obligations under these Terms to another person without the prior written consent of the Alan Turing Institute.
- 16.3 The Alan Turing Institute intends to rely upon these Terms as being the entire Contract between you and the Alan Turing Institute in relation to the tickets to the Event in your order. To avoid any misunderstandings about the content of the Contract, please make sure that you ask for any changes, or additions, to the terms of the Contract be put in writing by an Alan Turing Institute representative.
- 16.4 If the Alan Turing Institute does not insist immediately that you do anything you are required to do under these Terms, or if the Alan Turing Institute delays in taking steps against you in respect of you breaching this Contract, that will not mean that you do not have to do those things and it will not prevent the Alan Turing Institute taking steps against you at a later date.
- 16.5 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 16.6 The laws of England apply to the Contract and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
- 16.7 The Alan Turing Institute hopes to make your experience of dealing with the Alan Turing Institute an excellent one and welcomes your comments, suggestions and details of satisfaction or dissatisfaction. If you have any comments or complaints in relation to the Contract, please contact the Alan Turing Institute using the contact details on the Contact Us Page for information on its complaints procedure. In addition, please note that disputes may be submitted to the <a href="European Commission online dispute resolution">European Commission online dispute resolution</a> platform for online resolution by an independent body (without having to go to court).
- 16.8 If a complaint, dispute or claim is not successfully resolved through discussions between you and the Alan Turing Institute or through the <u>European Commission online</u> <u>dispute resolution</u> platform, the courts of England will have exclusive jurisdiction over any claim arising from, or related to, the Contract.

16.9 The Alan Turing Institute may contact you or provide a notice referred to in this Contract through the Online Platform or by sending you an email to the nominated email address provided by you during the order process.

# 17. Contacting the Alan Turing Institute

17.1 If you have any questions, comments or enquiries about the Contract or any Event, please contact the Alan Turing Institute by using the contact details on the Contact Us Page (see the definition of "Contact Us Page" for further details).

# PART 3: DEFINITIONS:

# 18. Definitions and interpretation:

The following definitions and rules of interpretation apply in these Terms.

#### 18.1 Definitions:

**Alan Turing Institute** is a registered charity (1162533) and company limited by guarantee 09512457, based at the British Library, 96 Euston Road, London NW1 2DB).

**Contact Us Page** means the contact us page at <u>[Contact us | The Alan Turing Institute]</u>.

**Contract** means the legally binding contract between you and the Alan Turing Institute on these Terms.

**Event** means the particular event for which you have ordered a ticket through the Online Platform.

**Event Date** means the date of the Event, as set out on the Online Platform or otherwise notified to you from time to time.

**Online Platform** is defined in the introduction to these Terms.

**Order Acknowledgement** means the order acknowledgement displayed to you in the Online Platform and which shows that the Alan Turing Institute has received your order and is processing it.

**Payment Processor** means the Alan Turing Institute's designated third party payment gateway provider.

**Terms** means these order terms and conditions and any other documents referred to in them.

you means the person agreeing to these Terms.

#### 18.2 Interpretation:

- (a) References to **Parts** are to the parts of these Terms and, unless stated otherwise, references to clauses in a Part are to the clauses of that Part.
- (b) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression are illustrative.
- (c) Any reference to **day** means calendar day, or **month** means calendar month.