#### **LEEDS LAW SOCIETY**

# ONLINE CONSUMER AND BUSINESS EVENT TERMS AND CONDITIONS

We are The Leeds Law Society, a company registered in England and Wales under company number: 00005017. Our registered office is at: 62 Wellington Street, Leeds, LS1 2EE. You can contact us by sending an email to info@leedslawsociety.org.uk, calling us on 0113 245 4997 or via any other method on our "Contact Us" page.

These terms, along with our **privacy policy**, **cookie policy** and any other terms on our website apply to all purchases you make with us. Please read these terms carefully before you purchase event tickets on our site, as they set out important information about your and our rights and obligations. By purchasing a ticket from us, you confirm you agree with these terms.

PHOTOGRAPHS: we often take photographs at events for marketing purposes – you can see some previous photographs on our website, press releases and advertising materials. By attending an event, you consent to us using any images in which you may be present, for our advertising materials. Should you not wish to appear in any images, please notify the photographer at the event or let us know during the order process and we will make sure you are not included in any photographs.

For the purposes of these terms:

- you are a 'consumer' if you are buying services from our site as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. Often these are individual tickets to our events; and
- you are a 'business customer' if you are buying services from our site for purposes relating to your trade, business, craft or profession. Often this is when you purchase a full table at our events, for the benefit of your employees or representatives.

Some terms only apply to your ticket if you are a consumer and other terms only apply to your ticket if you are a business customer.

Please note that:

- a. Any reference to 'we', 'us' or 'our' in these terms is to Leeds Law Society, and any reference to 'you' or 'your' is to the person or business purchasing a ticket on our site.
- b. Any reference to "services" or "events" in these terms means any of the events that we have placed on our website that you are able purchase tickets for, such as our annual dinners, webinars, seminars and training events. For the purposes of these terms, all events and tickets are considered "services" and not "goods".
- c. You must be at least 18 years old and a resident of the UK to purchase a ticket on our site. If you are a business customer purchasing a ticket on behalf of a business, you confirm that you have authority to purchasing a ticket for and on behalf of that business. **Some events will only be provided and advertised for members. Where you purchase a ticket to a member-only event, you also confirm that you are a member.**
- d. We may make changes to these terms at any time. However, the terms which apply to your ticket will be those in force at the time you purchased your ticket from us.
- e. Where you purchase a ticket, you accept financial responsibility for payment of the ticket on behalf of all persons detailed on the ticket(s).

## 1. SERVICES AND EVENTS

- 1.1 Leeds Law Society organises events taking place at various set times and locations during the year.
- 1.2 Our events rely on third party service providers, such as caterers, venues and entertainment providers. For this reason, we do not guarantee that the events or services will be provided

as described or as advertised, but we will try our best to make sure they do. Advertising materials are for advertising purposes only and should not be relied upon as any representation of the event.

- 1.3 Some events may have dress codes and we ask that you comply with these dress codes where applicable.
- 1.4 If you have purchased a ticket for a seminar, any relevant seminar documentation (if any) will be distributed at the time of the event.
- 1.5 You are advised to take out insurance in relation to your purchase.
- 1.6 **COVID-19:** If necessary, we may impose additional Covid-19 (or any future strain of the coronavirus) requirements, before you attend the event. This may include presenting a negative Covid-19 test result, NHS pass or vaccination confirmation. These requirements, alongside any government advice and guidelines, are imposed in the interest of your safety, the safety of other attendees and the safety of our suppliers. We ask you to respect these requirements at all times. Should you fail to provide the requested information, we reserve the right to decline your entrance to the event and we shall not be responsible for any costs or losses that you incur as a result.

#### 2. TICKETS

- 2.1 You may purchase a ticket from us either online via our portal, by email or via telephone. Please check your ticket purchase and all details provided to us carefully and correct any errors before you submit it to us.
- Acceptance of your ticket purchase by us takes place when we send you a ticket confirmation email, at which point a legally binding contract is formed between you and us on these terms. Regardless of how you booked your ticket, you must log into the portal to receive the event ticket details and any tickets (if relevant).
- 2.3 We may contact you to say that we do not accept your ticket order. If we do not accept your ticket order, for example because we are unable to take payment, the services are unavailable, the event is no longer going ahead, you are under 18 or live outside of the UK, there has been a mistake in the pricing or description of the services or event, we will contact you using the details you provided when you purchased your ticket. We have the right to reject any ticket order for any reason.
- 2.4 If you do not receive a ticket order confirmation from us, or if you experience an error message or service interruption after submitting payment information or your ticket order details, it is your responsibility to confirm whether or not your order has been placed. We will not be responsible for losses incurred if you assume that a ticket order was not placed (rightly or wrongly) because you failed to receive an order confirmation.
- 2.5 Once your ticket order has been confirmed, we may contact you to request further details, such as any dietary requirements or other requirements relevant to an event. If we contact you, you must provide us with the details promptly, and in any event, one week prior to the event so that we can ensure your requirements are met.

# 3. SPECIAL REQUESTS

Any special requests must be advised to us at the time of booking e.g., specific seating arrangements. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation or any other documentation or that it has been passed on to a third-party supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us in writing. Unfortunately, we do not accept orders that are conditional upon any special request being met.

## 4. **AVAILABILITY**

All tickets are subject to availability. We cannot guarantee that any service or your requested number of tickets for an event will be available at any given time. In certain circumstances

beyond our reasonable control, for example where there has been a change in law, we may need to stop providing certain services. If this happens and it affects your ticket(s), we will notify you by email, cancel your ticket(s) and provide you with a refund of any advance payments made by you for any services that have not yet been provided.

## 5. MAKING CHANGES TO YOUR ORDER

If you would like to make any changes to your ticket order after you have submitted it, including any changes to accessibility, seating arrangements, names or dietary requirements, please contact us as soon as possible and we will let you know if it is possible to change your ticket order or details. We are unable to guarantee that any changes can be met, but we will try our best to meet your needs.

## 6. PROVIDING SERVICES

- 6.1 The services will be provided at the location and address specified by us on our advertising materials when you purchased a ticket. Certain services may only be available online, where specified, such as online webinars. Where this is the case, it is specified on our site alongside full details of the event.
- 6.2 We are not liable to you for any losses you incur where the event or the services provided as part of the event are delayed or cannot be performed because you failed to provide us with adequate instructions, additional information requested (see clause 2.5) or any other information to allow us to perform the services.
- 6.3 If you are a consumer, the services are provided to you for your domestic and personal use only. You must not use our services for commercial or business purposes.
- 6.4 If you are a business customer, you confirm that you are purchasing the services for the purposes of your named business and its employees only, and not for or on behalf of any third party.

# 7. EVENTS CANCELLED, DELAYED, POSTPONED, RESCHEDULED OR MOVED BY US

- 7.1 Occasionally, events may unfortunately be cancelled, delayed postponed, rescheduled to a different date or materially different time, or moved to a different venue, by us.
- 7.2 <u>Cancelled:</u> If the event is cancelled by us for reasons other than Circumstances Beyond Our Control (see clause 13), no action is required by you. We will contact the lead person on the order to update you on the status of the event, and inform you of any refund procedures and options available, for any services that have not yet been provided. The exact options will depend on the event or service and the impact of the cancellation.
- 7.3 <u>Delayed:</u> We will do all that we reasonably can to provide the event at the time(s) and date(s) specified. If there might be a delay before we can start or restart the services for reasons other than Circumstances Beyond Our Control (see clause 13), we will contact you to let you know as soon as reasonably possible. If the services are delayed by more than 2 hours, we will the lead person on the order to update you on the status of the event, and offer you the option to either continue waiting until the issue has been resolved (if this is possible) or inform you of any refund procedures and options available for any services that have not yet been provided.
- 7.4 <u>Postponed, rescheduled or moved:</u> If the event is postponed, rescheduled, or moved by us for reasons other than Circumstances Beyond Our Control (see clause 13), your ticket(s) will still be valid, and no further action is required by you. However, we will contact you to update you on the status of the event, and inform you of any refund procedures and options available, for any services that have not yet been provided. The exact options will depend on the event or service and the impact of the postponed, rescheduled or moved event.
- 7.5 We will not be liable for travel or any other expenses/losses that you or anyone else incurs in connection with any cancelled, delayed, postponed, rescheduled, or moved event.
- 7.6 Where an event is cancelled, delayed, postponed, rescheduled or moved due to a Circumstance Beyond Our Control, please see clause 13.

7.7 Unless agreed otherwise, where you are provided with a refund, we will make any reimbursement under this clause to the same means of payment as you used for your initial order.

## 8. PRICES

- 8.1 Prices for our services are set out on our website. All prices are in pounds sterling (£) (GBP) and include VAT at the applicable rate.
- 8.2 Prices for our services may change at any time. Except as set out in clause 8.3 below, such changes will not affect existing orders.
- 8.3 Unfortunately, sometimes errors in pricing may occur. If there has been an error on the site regarding the pricing of any of our events and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

#### 9. PAYMENT

- 9.1 We accept the following credit cards and debit cards: Visa, Visa Debit and Mastercard. All credit card and debit card payments need to be authorised by the relevant card issuer.
- 9.2 Unless specifically agreed in witing (see clause 9.3) we require an advance payment of 100% of the total order cost when you purchase your tickets. We will take this payment from your card before we send you your ticket confirmation email. If the payment is unsuccessful, we will try to contact you using the contact details you provided when you placed your ticket order. If we are unable to contact you, we will cancel your order and notify you by email.
- 9.3 Should we agree in writing that you will be invoiced for the ticket order (i.e. you have requested and invoice and we have agreed to provide one), we will invoice you for the full price of the ticket order. Your invoice will be sent to the email address you provided when you placed your order and, must be paid by you within 30 days of receipt, or, one day before the event, whichever is earlier.
- 9.4 If your payment is not received by us when due, we may charge interest on any balance outstanding at the rate of 4% per year above the Bank of England's base rate.

#### 10. CANCELLATION BY YOU

- 10.1 If you decide to cancel your confirmed ticket(s), you must notify us in writing. Your cancellation will only take effect when it is received in writing by us and will be effective from the date on which we receive it.
- 10.2 Since we incur costs in cancelling your tickets and/or may be unable to re-sell your ticket or event place to others, whether you are a consumer or a business, unless specified differently on the event page or any webpage throughout the booking process, you will have to pay the cancellation charges as follows:

Time before event in which you notify	Cancellation charge
us	
6 weeks or more prior to the event	Full refund of monies paid for cancelled ticket, less a £5 administration fee per ticket
Less than 6 weeks prior to the event	No refund provided

# Please note that the cancellation charges shall apply regardless of the reason for your cancellation.

- 10.3 If you do not attend an event without notifying Leeds Law Society in advance as set out in this clause 10, the full fee is payable, and we will not be required to provide you with any refunds.
- 10.4 In no event will booking fees (if applicable) be refunded.
- 10.5 We may occasionally offer tickets at a discount after the original on-sale date and will not refund you the difference between the original price and the price you purchased the ticket.

10.6 You agree that you will not attempt to avoid or bypass any refund prohibitions or policies set out in these terms regarding tickets you purchased from us, such as seeking a chargeback.

#### 11. TRANSFERS

- 11.1 In some instances, you may not be able to attend the event any more or you may like someone to attend in your place. If you wish to transfer your ticket or ticket(s) after a ticket order confirmation has been issued, you must notify us in writing as soon as possible. This should be done by the first named person on the order, usually the person who placed the order (either for the consumer(s) or business).
- 11.2 Whilst we will do our best to assist the transfer, we cannot guarantee that we can meet your requested transfer request. The closer the transfer request is to the event, the less likely we will be able to transfer your ticket.
- 11.3 Where a transfer is accepted, the transferee must comply with any reasonable request of Leeds Law Society so that we can ensure we have the correct information for the attendee (see clause 2.5).
- 11.4 You and the transferee remain jointly and severally liable for payments of the sums under the order. If you are unable to find a transferee, the cancellation charges set out in clause 10 will apply.

#### 12. SERVICES

<u>Consumers:</u> For more detailed information on your rights, visit the Citizens Advice website at www.citizensadvice.org.uk or call 0808 223 1133. If there is a problem with a service we have provided to you, please contact us as soon as reasonably possible.

<u>Businesses:</u> We give no warranties and make no representations in relation to the services, and all warranties and conditions (including the conditions implied by sections 12–16 of the Supply of Goods and Services Act 1982 and any implied terms relating to the ability to achieve a particular result), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## 13. CIRCUMSTANCES BEYOND OUR CONTROL

- 13.1 We shall not have any liability for any failure or delay in performance of our obligations under our contract with you to the extent the failure or delay results from or arises out of a Circumstance Beyond Our Control, for as long as such event means that performance of our obligations under the contract, in full or in part, is delayed or is not possible.
- For the purposes of our contract, a "Circumstance Beyond Our Control" shall mean any event or sequence of events beyond our control and which prevents us from, or delays us in, performing our obligations under the contract including, but not limited to: acts of God, fire, explosion; natural disaster; severe weather; acts or threats of, terrorism or war; embargo, blockade, imposition of sanctions or breaking off of diplomatic relations; law, order, rule, regulation or direction; epidemic or pandemic (including any current or ongoing effects of Covid-19 and any future strain of the coronavirus); lockdown or other government restrictions; labour dispute, strike, industrial action, lockout or boycott; interruption or failure of utility service, including electric power, network, systems and back-up systems, gas, water, internet or telephone service; collapse of buildings; failure of machinery, computers or vehicles; unpredictable traffic delays; accidents; non-performance by suppliers or sub-contractors; failure of third party services; internet failures; or, malicious or negligent damage, but excluding your inability to pay or circumstances resulting in your inability to pay any amount under the contract.
- 13.3 **COVID-19:** At all times, we are lead by Government restrictions (and the timing of restrictions) in relation to Covid-19 or any future strain of the coronavirus. If the event you have bought a ticket for an event that is affected (e.g. cancelled, delayed, postponed, rescheduled or moved) by Covid-19, we will contact you to let you know and inform you of any refund procedures or other options available. The options may include those above, in clause 7, but the exact options will depend on the event, service and the impact of Covid-19.

13.4 We are not liable to you for any travel, expenses or other losses you incur as a result of any cancelled, delayed, postponed, rescheduled or moved event, caused by Circumstances Beyond Our Control.

## 14. CONDTIONS OF SUPPLIERS

Many of the services which make up the events are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you.

#### 15. YOUR BEHAVIOUR

- 15.1 All attendees at events are expected to conduct themselves in an orderly and acceptable manner; comply with any Covid-19 specific measures (including social distancing, sanitising and wearing masks); should not to disrupt the enjoyment of others; shall at all times behave in a safe, responsible and courteous manner, comply with all instructions (including those of the venue or other third-party suppliers); should comply with all age restrictions; should comply with arrival times; and should dress appropriately for the event.
- 15.2 If in our opinion or the opinion of any venue manager or other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other attendees or third party, damage to property, or a delay in the services, we reserve the right to terminate your attendance at the event immediately, without prior warning.
- 15.3 In the event of such termination, our liability to you and/or your party will cease and you and/or your party will be required to leave the venue, if required, immediately. We will have no further obligations to you and/or your party. No refunds for lost services will be made and we will not pay any expenses or costs incurred as a result of termination.
- 15.4 Whether or not removed from the event, you and/or your party may also be required to pay for loss and/or damage caused by your actions, and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the third-party supplier prior to departure from the event. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claims against you.
- 15.5 We cannot be held responsible for the actions or behaviour of individuals, bystanders, suppliers or third parties who have no connection with our event, services or your contract with us.

## 16. OUR LIABILITY TO CONSUMERS

This clause 16 only applies to you if you are a consumer.

- 16.1 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur, or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 16.3 We are not liable for any acts or omissions of third-party suppliers or other attendees of the events.
- 16.4 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

# 17. OUR LIABILITY TO BUSINESS CUSTOMERS

This clause 17 only applies to you if you are a business customer.

- 17.1 Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the services.
- 17.2 We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for: consequential, indirect or special losses; or any of the following (whether direct or indirect): loss of profit; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); or harm to reputation or loss of goodwill.
- 17.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by negligence, liability for fraud or fraudulent misrepresentation, or any other losses which cannot be excluded or limited by law.

## 18. GENERAL TERMS

- 18.1 If you are unhappy with us or the services we have provided to you, please contact us at info@leedslawsociety.org.uk.
- Any personal information that you provide to us will be dealt with in line with our **privacy policy**, which explains what information we collect and hold about you, and how we collect, store, use and share such information.
- 18.3 These terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England. You and us both irrevocably agree that the courts of England will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).
- 18.4 If this contract is ended it will not affect our right to receive any money which you owe to us under these terms.
- 18.5 No one other than us or you have any right to enforce any of these terms.
- 18.6 You are not allowed to transfer your rights under these terms to anyone without our prior written consent (e.g., in accordance with clause 11 (Transfers)). We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.
- 18.7 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.
- 18.8 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.
- 18.9 Any variation to these terms will not be binding unless expressly agreed in writing between you and us.
- 18.10 You and we both agree that these terms constitute the entire agreement between you and us in relation to your ticket order.
- 18.11 You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.