

ATTENDEE TERMS

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Please read the following important terms carefully and check that you agree with them before placing an order on our website.

You must be at least 18 years old to use our Products and our Website.

By placing an order on our Website, you confirm that you agree to these Attendee Terms and enter into a legally binding agreement with us. If you do not agree to these terms, do not place any orders on our Website.

About Mirthy

Mirthy is an online platform for public speakers to provide online talks to individuals at home. Through our remote talks and interactive Q&A sessions, we want to connect retirees and allow them to exercise their interests and passions, wherever they are based.

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1. INTRODUCTION

1.1. **What these terms cover.** These terms and conditions (**Attendee Terms**) govern your use of (including attendance at) our online talks, trainings and webinars, including all services and digital content forming part of such talks (together referred to in these Attendee Terms as **Products**) delivered through our website, <https://mirthy.co.uk/> (**Website**), and your use of our Website.

1.2. **Your acceptance of these terms.** By registering for a Product, you accept these Attendee Terms in full. Accordingly, if you disagree with these Attendee Terms or any part of these Attendee Terms, you must not register for any Products.

1.3. **You must be at least 18.** You must be at least 18 years of age to use our Products and our Website. By registering for a Product, you warrant and represent to us that you are at least 18 years of age.

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2. INFORMATION ABOUT US

2.1. **Who we are.** When we say **we, us** or **our** in these Attendee Terms, we mean Mirthy Ltd, a company incorporated and registered in England and Wales with company number 11735767 and whose registered office and main trading address is at 27, Severn House, 19 Enterprise Way, London, England, SW18 1GD.

2.2. **How to contact us.** If you wish to contact us for any reason, including because you have any queries or complaints, you can contact us by e-mail at hello@mirthy.co.uk, or post to the address in clause 2.1 above.

2.3. **How we may contact you.** If we need to contact you, we will do so by using the contact details you have provided to us when placing your order with us.

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3. YOUR PRIVACY

Under data protection legislation, we are the data controller of your personal data processed through our Products and our Website, and are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our [Privacy Notice](#). It is important that you read that information.

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4. YOUR ORDERS AND OUR CONTRACT WITH YOU

4.1. **How to book a free talk.** To register for a free Product, you need to:

- (a) select the Product you wish to attend on our Website;
- (b) complete the online registration form (including providing your name and email address);
- (c) read these Attendee Terms, and select the "Register Your Place" button to confirm that you agree to these Attendee Terms and to place your order.

4.2. **How to book a paid talk.** To register for a paid Product, you need to:

- (d) select the Product you wish to attend on our Website and place it in your shopping cart, select your shopping cart and proceed to checkout;
- (e) provide your information (including your name, email address, and billing address);
- (f) if the Product is offered by us at a fee, provide your payment card information; and
- (g) read these Attendee Terms, and select the "BOOK AND PAY" button to confirm that you agree to these Attendee Terms and to place and pay for your order.

4.3. **Accuracy of information.** You must provide accurate information on our registration forms; for example, your name, email address, and (if you are booking a paid talk) your billing address and payment details. We will not be responsible for failure to deliver any Products to you if this is caused by you not giving us the information we need or providing us with incorrect information (for example, providing us with an incorrect email address).

4.4. **How to make changes to your order before placing it.** Please check your order carefully before submitting it. If you need to cancel your order or correct any errors in your order before submitting it to us, you can do so using the buttons available on screen during the ordering process.

4.5. **Acceptance of your order and our contract with you.** When you place your order, we will confirm its acceptance on screen. At that point, a legally binding contract will come into existence between you and us in respect of the Product for which you have registered. We will also send a confirmation of your registration and these Attendee Terms to you by email.

4.6. **Cancelling your order after booking.** Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, if you buy products online, you can usually cancel your purchase within 14 days. Those rights do not apply to leisure activities if the contract provides for a specific date or period of performance. As our Products include a live element and are scheduled to be streamed at specific dates, the statutory cancellation rights do not apply to them. Nevertheless, we offer free cancellations and refunds for all booked Products within 30 calendar days from purchase. For further information see clause 9.2 (*Our 30 days' money back guarantee*).

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5. PRICE AND PAYMENT

5.1. **Our prices.** Some of our Products may be available to you free of charge. This may be, for example, because we decide to make a Product available for free to all users, or because someone else (for example, your community club) is paying us for your use of our Product. The remainder of this clause 5 and any other terms of these Attendee Terms that deal with payments and refunds apply to you only where you are required to pay for our Product.

5.2. **Where to find the price for a Product.** The price for a Product will be the price indicated on the order pages when you register for our Product. All our prices are in Pounds Sterling and include VAT at the applicable rate.

5.3. **When you must pay.** You must pay for a Product when placing your order on our Website.

5.4. **How you must pay.** You can pay for your order via our Website in one of the following ways:

(a) **by credit or debit card.** The types of payment cards accepted by our payment services providers will be listed on the order pages of our Website; or

(b) **by bank transfer or PayPal.**

We use Stripe and PayPal (payment services providers) to process payments through our Website.

5.5. **Failed payments.** If, for any reason, the applicable fees cannot be charged to your method of payment in part or in full, we will invoice you for the unpaid part of the fees. This could happen, for example, due to insufficient funds in the bank account, or because your payment card has expired. We may also suspend your access to our Products until we receive all payments due to us in full.

5.6. **Security of electronic payments.** We will do all that we reasonably can to ensure that all the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us. To avoid a third party gaining unauthorised access to any information that you provide to us, we recommend that you install appropriate anti-virus software on your computer or mobile device.

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6. PROVIDING THE PRODUCTS

6.1. **When we will provide the Products.** If you register for a Product, it will take place on the date and at the time specified during the ordering process and in the confirmation email you will receive from us.

6.2. **We are not responsible for delays outside our control.** On rare occasions, we may have to postpone delivery of a Product (for example, because the presenter of the talk is not available due to reasons beyond our reasonable control, such as illness, or because we experience technical problems). If our delivery of a Product is delayed by an event outside our control, then we will contact you as soon as possible to let you know. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Products you have paid for but which were not delivered at the scheduled time.

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7. HOW YOU CAN USE OUR PRODUCTS AND WEBSITE

7.1. **How you can use our Products and Website.** In return for agreeing to comply with these Attendee Terms, you may use our Products and our Website in accordance with these Attendee Terms.

7.2. **Private use only.** You may only use our Products and our Website for your own private, non-commercial purposes, and you must not use our Products or our Website for any other purposes.

7.3. **Our Products.** Subject to other provisions of these Attendee Terms, you may:

- (a) use or stream our Product on any computer, tablet or mobile device;
- (b) download, save and print such digital content that is expressly designated in the Product for downloading and printing (for example, course materials) and use it solely for the purpose identified in the Product (for example, to facilitate your private study); and

(c) interact with the Product as facilitated within that Product (for example, take part in a live verbal or written discussion, submit your comments, questions and feedback, take part in a survey, leave a review).

7.4. **Our Website.** Subject to other provisions of these Attendee Terms, you may:

- (a) view pages from our Website in a web browser;
- (b) download pages from our Website for caching in a web browser;
- (c) print pages from our Website; and
- (d) stream audio and video files from our Website.

7.5. **Unauthorised copying.** Except as expressly permitted by clauses 7.3 and 7.4 above, or the other provisions of these Attendee Terms, you must not download any digital content forming part of our Products or Website, or print, or save any such digital content to your computer or other device, or otherwise use such digital content.

7.6. **Prohibitions.** You must not:

- (a) sell, resell, rent, lease, sub-license, loan, publish, distribute, redistribute, provide, or otherwise make our Products or Website available in any form, in whole or in part, to any person without prior written consent from us;
- (b) display our Product or Website (in part or in whole) as part of any public performance or display unless such use would not constitute a copyright infringement or breach legal rights of any person (including corporate entity) or is specifically permitted by us;
- (c) copy our Products, except as part of the normal use of the software forming part of the Product or as otherwise expressly permitted in these Attendee Terms;
- (d) use our Products or Website in conjunction with any stream-ripping, stream capture or similar software to record or create a copy of any content that is presented to you in streaming format;
- (e) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Products or Website without our express written consent;
- (f) translate, merge, edit, adapt, vary, alter or modify, the whole or any part of our Products nor permit our Products or any part of them to be combined with, or become incorporated in, any other programs, applications or digital content except as necessary to use our Product on devices as permitted in these Attendee Terms;
- (g) de-compile, reverse engineer or create derivative works based on the whole or any part of our Product nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the software to obtain the information necessary to create an independent program that can be operated with our Product or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve

the Permitted Objective; is not used to create any software that is substantially similar in its expression to our Products; is kept secure; and is used only for the Permitted Objective;

(h) attempt to, or assist, authorise or encourage any person to circumvent, disable or defeat, interfere with or disrupt the safety, security or performance of our Products or Website;

(i) access or use the source code of our Products or Website;

(j) use our Products or Website in any way or take any action that causes, or may cause, damage to the Products or Website or impairment of the performance, availability or accessibility of the Products or Website;

(k) use our Products or Website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(l) use our Products or Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

(m) access or otherwise interact with our Products or Website using any robot, spider or other automated means, except for the purpose of search engine indexing;

(n) use our Products or Website in a way that could damage, disable, overburden, impair or compromise our Products or Website, our systems or security or interfere with other users; or

(o) collect or harvest any information or data from our Products or Website or our systems or attempt to decipher any transmissions to or from the servers running our Products or Website.

For the avoidance of doubt, the prohibitions in this clause 7.6 extend to any and all parts of the Product (including any digital content provided within the Product).

7.7. **No marketing use.** You must not use data collected from our Products or Website to contact individuals, companies or other persons or entities, including for any direct marketing activity.

7.8. **Accuracy of information.** You must ensure that all the information you supply to us through our Products or Website, or in relation to our Products or Website, is true, accurate, current, complete and non-misleading.

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8. YOUR CONTENT

8.1. **Meaning of 'your content'.** In these Attendee Terms, **your content** means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you upload, submit, send to or store in our Products or on our Website, transmit using our Products or Website, supply to us for uploading to, transmission by or storage in our Products or on our Website.

8.2. **The permissions you give us.** You grant to us:

(a) a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media;

(b) the right to sub-license the rights licensed under this clause 8.2 of these Attendee Terms; and

(c) the right to bring an action for infringement of the rights licensed under this clause 8.2 of these Attendee Terms.

8.3. You must have the right to give us those permissions. You must have the necessary rights to submit your content to our Product and our Website. You must also have the right to give us the permission to use your content as set out in clause 8.2 above.

8.4. Editing your content. You may edit your content to the extent permitted using the editing functionality made available in our Product or on our Website.

8.5. Do not share confidential information. We cannot guarantee that any information that you post or otherwise share on or in our Product (for example, your comments or questions put to the speaker or other attendees of our webinar) or on our Website (for example, your reviews) will be confidential. For that reason, you should not submit to us (for example, share with other attendees of a webinar in the webinar's chat, or post on our Website) any information or other content which is of a confidential nature.

8.6. Rules applying to your content. Your content, and the use of your content by us in accordance with these Attendee Terms, must not:

(a) be illegal or unlawful (including being in contempt of any court, in breach of any court order, in breach of racial or religious hatred or discrimination legislation, or in breach of official secrets legislation);

(b) infringe any person's legal rights (including copyright, moral rights, database rights, trade mark rights, design rights, rights in passing off, or other intellectual property rights);

(c) infringe any right of confidence, right of privacy or right under data protection legislation;

(d) be in breach of any contractual obligation owed to any person; or

(e) be libellous or maliciously false, obscene, indecent, pornographic, lewd, suggestive or sexually explicit, blasphemous, offensive, deceptive, harmful, fraudulent, threatening, intimidating, abusive, harassing, anti-social, menacing, hateful, racially or ethnically offensive, discriminatory or inflammatory, depict violence in an explicit, graphic or gratuitous manner, constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity.

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9. YOUR RIGHTS IF THERE IS A PROBLEM WITH OUR PRODUCT

9.1. Your statutory rights. We are under a legal duty to supply products that are in conformity with your contract with us. The box below summarises your key legal rights in that respect.

The Consumer Rights Act 2015 says that the following rights apply to digital content supplied to consumers for a price:

- *digital content must be as described, fit for purpose and of satisfactory quality;*
- *if your digital content is faulty, you are entitled to a repair or a replacement;*

- if the fault cannot be fixed, or if it has not been fixed within a reasonable time and without significant inconvenience, you can get some or all your money back; and
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

The Consumer Rights Act 2015 says that the following rights apply to services supplied to consumers for a price:

- 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;
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable; and
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk.

Nothing in these Attendee Terms affects your legal rights under the Act. You may also have other rights in law.

9.2. ***Our 30 days' money back guarantee.*** In addition to your statutory rights set out in clause 9.1 above, we provide a goodwill guarantee on all Products purchased for a price. Within 30 calendar days from our acceptance of your order for a Product you can:

- (a) cancel your order for any reason and receive a full refund before the Product has been streamed; or
- (b) claim a full refund for a Product after it has been screened if you are not satisfied with that Product.

In order to benefit from this guarantee, you need to email us at hello@mirthy.co.uk before the 30 days' deadline expires.

9.3. ***Refunds.*** When you exercise your right to claim a refund under this clause 9, we will reimburse the total price you paid for the Product. When you exercise your right to price reduction, we will refund to you the difference between the price you paid for the Product and the reduced price.

9.4. ***How we will make the refund.*** We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

9.5. ***When we will make the refund.*** We will make the reimbursement without undue delay, and not later than within 14 days beginning with the day on which we agree that you are entitled to a refund.

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10. ENDING THE CONTRACT

10.1. ***You may end the contract with us if we break it.*** You may end a contract governed by these Attendee Terms at any time by contacting us using one of the contact methods set

out in clause 2.2 (*How to contact us*) if we break its terms materially or repeatedly, and, if what we have done can be put right, we fail to put it right after you have notified us of that breach and given us a reasonable opportunity to do so. If you end this contract because we break it, the contract will end immediately, and you may in certain circumstances be entitled to claim compensation from us.

10.2. ***You may end the contract if what you have bought is faulty or misdescribed.*** For details, please see clause 9 (*Your rights if there is a problem with the Product*).

10.3. ***You may end this contract if our performance is delayed due to an event outside our control.*** You may end a contract governed by these Attendee Terms if our performance is delayed due to an event outside our control, as set out in clause 6.2 (*We are not responsible for delays outside our control*).

10.4. ***We may end your contract with us if you break it.*** We may end your contract with us at any time by writing to you if you break its terms materially or repeatedly. If what you have done can be put right, we will let you know and give you a reasonable opportunity to do so. If we end the contract because you break it, it will end immediately. Without limiting the generality of the preceding part of this clause, examples of when we can end the contract for breach include the following circumstances:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due (see clause 5.3, *When you must pay*);
- (b) you do not, within a reasonable time of us asking for it, provide us with information we require (see clauses 4.3 and 7.8, *Accuracy of information*);
- (c) you breach any of the acceptable use rules in clause 7 (*How you can use our Products and Website*); or
- (d) you breach any of the content rules in clause 8.6 (*Rules applying to your content*).

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11. BREACHES OF THESE ATTENDEE TERMS

11.1. ***Our rights if you breach these terms.*** Without prejudice to our other rights under these Attendee Terms, if you breach these Attendee Terms in any way, or if we reasonably suspect that you have breached these Attendee Terms in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our Products or Website;
- (c) permanently prohibit you from accessing our Products or Website;
- (d) block computers using your IP address from accessing our Products or Website;
- (e) contact any or all of your internet service providers and request that they block your access to our Products or Website;
- (f) delete, unpublish or edit any or all of your content; or
- (g) commence legal action against you, whether for breach of contract or otherwise.

11.2. ***You must not circumvent restrictions.*** Where we suspend or prohibit or block your access to our Products or Website or a part of our Products or Website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

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12. DISCLAIMERS

12.1. ***Views expressed in talks are those of speakers and not ours.***

(a) The views and opinions expressed in our Products by speakers and by other users of our Products are their own and do not necessarily reflect our views or opinions.

(b) Whilst we impose conduct and content rules on all our speakers and users of our Products, we cannot guarantee that they will always comply with those rules.

If you feel that anything said or done by our speakers or other users in a Product is inappropriate, please report it to us by using the chat functionality in the Product or contacting us using one of the contact methods set out in clause 2.2 (*How to contact us*).

12.2. ***We do not promise accuracy or completeness.*** We do not warrant or represent:

(c) the completeness or accuracy of the information published or contained in our Products or on our Website;

(d) that the content of our Products or on our Website is up to date; or

(e) that our Products or our Website will remain available.

12.3. ***We do not promise uninterrupted availability.*** We do not warrant that your use of our Products or Website will be uninterrupted or error-free; or that our Products or Website and/or any information obtained by you through our Products or Website will meet your requirements.

12.4. ***We can discontinue or change our Products and Website.*** We reserve the right to discontinue or alter any or all of our Products, and to stop publishing our Website, at any time in our sole discretion without notice or explanation. Save to the extent expressly provided otherwise in these Attendee Terms, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any Product or if we stop publishing our Website.

12.5. ***We are not responsible for problems relating to communication networks.*** We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that our Products and Website may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

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13. LIMIT ON OUR RESPONSIBILITY TO YOU

13.1. ***We do not exclude or limit our liability where it would be unlawful to do so.*** Nothing in these Attendee Terms will limit or exclude any liability for death or personal injury resulting from negligence; limit or exclude any liability for fraud or fraudulent

misrepresentation; limit any liabilities in any way that is not permitted under applicable law; or exclude any liabilities that may not be excluded under applicable law.

13.2. ***We are responsible to you for foreseeable loss and damage caused by us.*** If we fail to comply with these Attendee 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.

13.3. ***Responsibility for defective digital content.*** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

13.4. ***Events beyond our control.*** We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

13.5. ***Business losses.*** We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

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14. THIRD PARTY WEBSITES

14.1. ***Links to other websites.*** Our Products and Website may include links to other websites owned and operated by third parties. Such links are provided for information only and are not recommendations or endorsements by us of those linked websites or information you may obtain from them.

14.2. ***We are not responsible for your use of other websites.*** We have no control over third party websites and their contents, and (save as stated in clause 13.1 (*We do not exclude or limit our liability where it would be unlawful to do so*) of these Attendee Terms) we accept no responsibility for them or for any loss or damage that may arise from your use of them.

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15. CHANGES TO THESE ATTENDEE TERMS

We may revise these Attendee Terms from time to time. The revised Attendee Terms shall apply to your use of:

- (a) our Product when you register to use that Product; and
- (b) our Website from the date of publication of the revised Attendee Terms on the Website.

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16. OTHER IMPORTANT TERMS

16.1. ***Intellectual property rights.*** We (and our licensors) retain ownership in all intellectual property rights (that is, patents, rights to inventions, copyright related rights, images, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database

rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world) in our Website and Products.

16.2. ***If a court finds part of these Attendee Terms illegal, the rest will continue in force.*** Each of the paragraphs of these Attendee Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

16.3. ***Even if we delay in enforcing this contract, we can still enforce it later.*** If we fail to insist that you perform any of your obligations under these Attendee Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

16.4. ***Disputes.***

(a) ***If you have a complaint.*** We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with our Products or any other matter, please contact us as soon as possible using one of the contact methods set out in clause 2.2 (*How to contact us*).

(b) ***Alternative dispute resolution.*** If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know that we cannot settle the dispute with you. We will also give you certain information required by law about resolving disputes through alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

16.5. ***Which laws apply to this contract and where you may bring legal proceedings.*** Our Attendee Terms are governed by English law and you can bring legal proceedings in the English courts, except that this provision will not have the effect of depriving you of the protection afforded to you by mandatory provisions of the applicable laws regulating the choice of the governing law and/or jurisdiction in consumer contracts. For example, if you live in Scotland, you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in either the Northern Irish or the English courts.

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