

HOLY TRINITY BROMPTON

THE MARRIAGE COURSE TERMS AND CONDITIONS

These are the Terms and Conditions which apply to your registration for and participation in an in-person Marriage Course run by Holy Trinity Brompton at HTB Onslow Square London SW7 3NX, as more particularly described on the course web page at htb.org. If you wish to attend the Marriage Course, please read these Terms and Conditions carefully. You must agree to these Terms and Conditions before registering to attend the Marriage Course. All places to attend the Marriage Course are made available subject to availability and to these Terms and Conditions.

1) WHO WE ARE

- a) We are Holy Trinity Brompton, a charity registered in England and Wales (no. 1133793), whose registered office is at HTB Brompton Road SW7 1JA ("HTB").
- b) We operate the website www.htb.org. You can contact us by telephoning 020 7052 0200 or by writing to us at courses@htb.org.

2) STATUS OF TERMS AND CONDITIONS

- a) These Terms and Conditions create an agreement between you and HTB ('HTB', 'we', 'our' and 'us') relating to your registration and participation in a Marriage Course at HTB. If you do not agree to these Terms and Conditions, please do not register to attend.
- b) If you have any queries relating to these Terms and Conditions or think that there is a mistake in them, please contact us.

3) REGISTRATION AND FEE

- a) Course registrations are submitted using the online registration form by a lead booker on behalf of themselves and their partner. By registering for the Marriage Course, you confirm that you and your partner are at least 18 years old.
- b) As part of your registration, you will be asked to pay a course fee of £95, which covers the cost of your Marriage Course journals, pens and light refreshments (see clause 5e). Payment must be made in full by debit or credit card at the time you register for the course.
- c) Places on the Marriage Course are limited and will be allocated on a first come, first served basis, subject to clause 3d below. After you submit a registration and have paid the course fee, you will receive an email from us acknowledging that we have received your booking and confirming whether your registration has been successful. No contract is formed between us until such time as we confirm that your registration has been successful. If we are unable to confirm your registration, we will promptly refund any course fee you have paid.
- d) HTB reserves the right to reject a registration and/or terminate the contract between us and any lead booker where we determine in our absolute discretion that it is inappropriate for you and/or your partner to attend the Marriage Course for any lawful reason.
- e) As a consumer, you have legal rights in relation to your registration on the Marriage Course. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in these Terms and Conditions will affect these legal rights.
- f) Your place on the course may not be transferred by you to a third party without our prior written consent. Please email courses@htb.org as soon as possible to let us know if you are unable to attend the Marriage Course after registering, so that we may offer your place to someone else.

4) CANCELLATION OF THE MARRIAGE COURSE AND CHANGES TO THE VENUE, SCHEDULE, TIMINGS AND/OR THESE TERMS AND CONDITIONS OF ATTENDANCE

- a) HTB reserves the right to cancel the Marriage Course or make changes to the venue, schedule, timings and/or these Terms and Conditions of attendance, before or during the Marriage Course:
- i) if in our sole discretion it cannot be operated, conducted or completed as planned for any reason including, without limitation, reasons related to any government, local authority, administrative or Church of England guidance, decision, action, restrictions or advice including, without limitation, any given for health and safety reasons relating to events, gatherings or any other matter, and/or reasons related to the safety of our congregation, visitors, staff and/or volunteers;
 - ii) any changes or updates to any government, local authority, administrative or Church of England guidance, decision, action, restrictions or advice as mentioned in clause 4ai above;
 - iii) if there is any Event Outside Our Control or potential Event Outside Our Control affecting our obligations or the running of The Marriage Course (and for these purposes, an 'Event Outside Our Control' includes any circumstance, act or event beyond our reasonable control, including without limitation power failure or interruption, internet service provider failure or interruption, labour disputes, strikes, lock-outs or other industrial action by third parties, civil war, civil commotion, riot, invasion, Royal mourning, national mourning, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic, or other natural disaster, nuclear, chemical or biological contamination or sonic boom, any law, guidance or action taken by a government, local or public authority, unavailability or unfitness for use of the venue(s), failure or interruption of public or private telecommunications networks or utility services, or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport);
 - iv) due to unavailability of speakers; or
 - v) due to insufficient numbers of registrations.
- b) If we take any of the actions referred to in clause 4a) and the changes we make are significant (not minor changes), we may offer you and your partner as an alternative to receiving a refund (i) a place to attend the outstanding course sessions on a substitute or rescheduled online Marriage Course or (ii) a credit for a future online Marriage Course. Alternatively, you may opt to instead receive a full refund of your course fee.

Where we offer you a place on a substitute or rescheduled online course or a credit for a future online course, you will be notified and given not less than 30 days from the date of notice of the cancellation or rescheduling of your Marriage Course in which to confirm your preference. In addition, you and your partner may be offered the opportunity to attend the outstanding course sessions on a substitute or rescheduled online course that is taking place within the specified 30 day period if available and if you wish to take this option, we will notify you of the date by which you need to let us know if you and your partner wish to attend those sessions. In the absence of a response within the 30 day period, we will provide you and your partner with a place on a substitute or rescheduled online course or a credit for a future online course organised by us.

Refunds will be paid (i) within 14 days beginning on the date on which you confirm to HTB you wish to receive a refund if HTB offers you and your partner a place on or credit for a substitute or rescheduled online course or (ii) within 14 days of HTB notifying you of cancellation if there is no substitute or rescheduled course offered. Where you receive a credit in accordance with this clause, such credit must be used by you to book a place at a Marriage Course held by us within 18 months from the date of issue of the credit. Any credits not used within this 18 month period will expire.

- c) Our liability for cancellation or rescheduling or failure to deliver the course shall be limited to providing a place on a substitute or rescheduled online course or a credit for a future online course organised by us or providing a refund in accordance with Clause 4b and HTB shall not have further liability to the lead booker or their partner in relation to any other costs or expenses, including without limitation, the costs of any travel, accommodation booked through a third party or any other arrangements made in connection with the course.
- d) HTB will try as far as possible to give you reasonable notice of any cancellation or change, but we regret that advance notice may not always be possible.

5) CONSUMER'S RIGHT TO CANCEL

- a) This Clause only applies if you are a consumer.
- b) If you are a consumer, you have a legal right to cancel your contract to attend the Marriage Course under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in Clause 5c. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to attend the course, you can notify us of your decision to cancel the contract and receive a refund. Advice about your legal right to cancel the contract under these regulations is available from your local Citizens' Advice Bureau.
- c) You have a period of 14 calendar days in which you may cancel the contract, starting from the day after the day you receive the email confirming your booking.
- d) To cancel your contract under this Clause 5, please email us at courses@htb.org. Your cancellation is effective from the date you sent us the email. We will refund you on the credit card or debit card used by you to pay.
- e) If you register for a course that is due to commence within 14 days of your registration and you cancel the course in accordance with this clause 5 after the course has started, we will refund your course fee minus a sum representing any part of the course which has already taken place and any course materials and other items that have already been provided to you. In all other circumstances of cancellation under this clause 5, we will refund your full course fee.

6) CANCELLATION

- a) If you wish to cancel your contract to attend the Marriage Course other than in accordance with Clause 5, you may do so by emailing us at courses@htb.org. Your cancellation is effective from the date you send us the email. If you cancel no later than 24 hours before the start of the course, you will receive a full refund. If you cancel less than 24 hours before the start of the course or after the course has started, you will not receive a refund.

7) THE MARRIAGE COURSE CONTENT

- a) The Marriage Course will comprise live 'in person' content, with some pre-recorded content.
- b) All rights in all talks, presentations, documentation and materials published or otherwise made available as part of The Marriage Course (including but not limited to any audio or audio-visual recording of The Marriage Course content) ('Content') is owned by HTB or is included with the permission of the owner of the rights.
- c) Save as expressly permitted by HTB in writing, you shall not record, distribute, reproduce, modify, store, transfer, commercially exploit or in any other way use any of the Content.
- d) Suggestions or advice given during the course should not be relied upon in place of professional or other advice where you feel it is needed. We make no warranty that you will get specific results from your use of the Content.

- e) Light refreshments comprising soft drinks, tea, coffee and small snacks will be available throughout each session of the course. No other food or drink will be served at the course venue. You may bring and consume your own food and soft drinks at the course venue, provided you remain seated whilst consuming the food and drink and you take steps to minimise any risk of infection. Please note that we will not provide cutlery or crockery for your use. We recommend you bring your own bottled water to drink should you need to and take it with you when you leave.

8) ATTENDANCE AT THE MARRIAGE COURSE

Entry

- a) For safety reasons, you should not arrive earlier than 30 minutes prior to the Marriage Course start time. Doors to the course venue will open approximately 30 minutes prior to the Marriage Course start time.
- b) HTB reserves the right to refuse admission to its premises, or to remove any person from its premises, for any lawful reason in our sole discretion including, without limitation, reasons of public safety, health & safety, refusal to comply with the reasonable instructions of HTB stewards, staff and volunteers, unacceptable behaviour likely to cause damage, nuisance or injury, or any breach of these Terms and Conditions.

Stewarding, seating and exit

- c) You agree to follow all reasonable instructions of HTB team (staff and volunteers) at all times whilst on HTB premises.
- d) During the Marriage Course, you will be seated with your partner on a separate table from other guests.

Wheelchair users

- e) Wheelchair users and carers/guests should email us at courses@htb.org to stipulate the need for a wheelchair access seat. If you have limited mobility, please also notify us by email at courses@htb.org.

Pets and assistance dogs

- f) No animals or pets are permitted anywhere on HTB premises, with the exception of guide dogs for the blind, dogs for the deaf and assistance dogs. Please email us at courses@htb.org should you need to bring an assistance dog into HTB premises. Visitors bringing other animals or pets on site without permission will be asked to remove them immediately.

Filming, photography and audio recording

- g) No filming, photography or audio recording of the Marriage Course is permitted.

Personal Belongings

- h) You should keep your personal belongings with you at all times. Large luggage items are not permitted on HTB premises and there will not be any facilities to store them. HTB accepts no liability for damage to, or loss of, personal belongings or property while on our premises.

Security Checks

- i) HTB reserves the right to request additional identification from you to be shown at the time of entry onto HTB premises at the entrance to the course venue.

Car park

- j) There will be no car parking available at the course venue.

9) DATA PROTECTION

- a) HTB is the controller of this data and is committed to ensuring your personal data is stored safely and in compliance with all applicable data protection legislation in force from time to time in the UK. We will process your personal data in accordance with our privacy policy at: <https://www.htb.org/privacy-policy>.
- b) HTB will collect and use your information to administer and improve the marketing and delivery of The Marriage Course as well as to gather feedback on the course.
- c) Additionally, we will not use your information for any other purposes except where you have consented to the use of your personal data, such as receiving relationships communication from HTB. Furthermore, HTB will collect and use your special category data (i.e. data relating to your religious affiliations for example, whether you attend church), where you have provided this information, in order to track the reach of The Marriage Course and understand how best to curate the course content to accommodate people who may come from different religious affiliations, or none, across London. We will only collect and use this information with your consent.
- d) The lead Booker is responsible for themselves and their partner. In agreeing to these Terms and Conditions the lead Booker confirms they have received authorisation from their partner to provide their details to HTB for the purpose of processing their registration to attend the Marriage Course. Prior to any transfer of personal data from the lead Booker to HTB, the lead Booker shall ensure that it has given all necessary notices to, and obtained any required consents from, their partner to enable lawful transfer of personal data to HTB.

10) LIABILITY

- a) Subject to Clause 10b, HTB shall not be liable for:
 - i) death or personal injury to you, your partner or any other visitor to HTB's premises;
 - ii) damage to, loss or theft of your personal belongings or property;
 - iii) any loss relating to viewing or inability to view any Marriage Course Content;
 - iv) any cancellation, alteration or rescheduling of the Marriage Course;
 - v) any use of or reliance on any Content within the Marriage Course; and
 - vi) any indirect or inconsequential loss.
- b) Nothing in these Terms and Conditions limit or exclude HTB's liability for:
 - i) death or personal injury caused by our negligence;
 - ii) fraud or fraudulent misrepresentation;
 - iii) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- c) Except as expressly stated in these Terms and Conditions, we do not give any representation, warranties or undertakings in relation to the Marriage Course. Any representation, condition or warranty which might be implied or incorporated into these Terms and Conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law.
- d) For the avoidance of doubt, HTB shall not be responsible for and you acknowledge that personal arrangements and expenditure, including travel, accommodation and other costs and expenses relating to attendance at the Marriage Course are incurred at your own risk, and HTB shall not be liable to you for any wasted or unrecoverable costs or expenditure in relation to such arrangements, even if arising in relation to the cancellation or changes to the Marriage Course in accordance with these Terms and Conditions.

11) COMMUNICATIONS BETWEEN US

- a) When these Terms and Conditions refer to "in writing", this will include email.
- b) If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your registration.
- c) If you wish to contact us in writing for any other reason, you can send this to HTB by emailing courses@htb.org.
- d) If we have to contact you or give you notice in writing, we will do so by email to the address you provide to us in your order. The lead booker will be the primary and main point of contact regarding bookings for themselves and their partner.

12) GENERAL

Variation

- a) HTB may revise these Terms and Conditions from time to time. Each time you register for a Marriage Course, the Terms and Conditions in force at that time will apply to the contract between you and us. In addition, we may revise these Terms and Conditions in accordance with clause 4.

Entire agreement

- b) These Terms and Conditions constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms and Conditions.

Assignment and transfer

- c) We may transfer our rights and obligations to another organisation, but this will not affect your rights or our obligations under these Terms and Conditions. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- d) You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree in writing.

Rights of third parties

- e) This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

Severance

- f) Each of the paragraphs of these Terms and Conditions 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.

Waiver

- g) If we fail to insist that you perform any of your obligations under these Terms and Conditions, 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.

Governing law

- h) These Terms and Conditions are governed by English law. Any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by and construed in accordance with English law.

Jurisdiction

- i) The parties to these Terms and Conditions agree to the exclusive jurisdiction of the courts of England and Wales.

Contact information

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