

Terms and Conditions

Christie's Live Courses

1. Introduction

- 1.1. These are the terms and conditions ("Terms") that apply when you ("Participant") attend a Christie's Live Course ("Course"), whether delivered in-person or online via live-streaming. By registering for a Course, you agree to comply with these Terms.
- 1.2. In these Terms, "Christie's" refers to the relevant entity within the Christie's group of companies that is hosting the Course, unless otherwise specified at the time of booking. For Courses delivered in the United Kingdom, the relevant entity is Christie Manson & Woods Limited.

2. Eligibility

- 2.1. You (as Participant) must be 18 years of age or older to participate in a Course. You will need sufficient fluency in the language in which the Course is presented.
- 2.2. Christie's reserves the right to refuse admission or registration at its sole discretion.

3. Registration and Payment

- 3.1. Registration for Courses is subject to availability and confirmation by Christie's.
- 3.2. Unless otherwise agreed in writing, full payment is required at the time of booking.

4. Cancellation and Refund Policy

Cancellation by you

- 4.1. You may cancel your registration by notifying us in writing at education@christies.com. Please include the name of the Course in the subject line of your email.
- 4.2. If you cancel within 14 days of booking the Course, you are entitled to receive a full refund of any fees paid, unless the Course has already commenced. If the Course has already commenced, you shall only receive a proportionate amount reflecting the portion of the Course not yet delivered at the time of cancellation.
- 4.3. If you cancel more than 14 calendar days before the Course start date, you will receive a full refund of any fees paid.
- 4.4. Subject to paragraph 4.2 above, if you cancel less than 14 calendar days prior to the Course start date, no refund will be issued. No refunds will be provided for non-attendance, regardless of reason.
- 4.5. In exceptional circumstances, Christie's may consider refund requests made after the cancellation period. Any such refund will be at Christie's sole discretion and may be subject to an administration fee.

Cancellation by Christie's

- 4.6. Christie's reserves the right to cancel or reschedule any Course. If a Course is cancelled or rescheduled, you will be offered either attendance on a rescheduled date, a full refund or the opportunity to transfer your registration to an alternative Course, subject to availability and any difference in purchase price.
- 4.7. In the case of partial cancellation, refunds will be issued on a proportionate basis. In the case of partial rescheduling, refunds will be issued on a proportionate basis in the event a rescheduled class is unsuitable.
- 4.8. Christie's obligation to you in the event of cancellation or rescheduling is strictly limited to the refund of fees actually paid by you for the cancelled or rescheduled Course.

5. Course Content

- 5.1. The course description is intended to indicate only the general nature of the course and does not guarantee content. Christie's reserves the right to amend the course and alter details at its sole discretion.
- 5.2. Course materials are provided for your personal educational purposes only. Christie's may use materials that are subject to third-party intellectual property rights and does not assert ownership over all content presented.
- 5.3. All materials shared (including but not limited to text, photographs, video, audio, images and any other content) are protected by copyrights and/or other proprietary rights belonging to Christie's and/or other third parties. You agree to abide by all applicable laws regarding copyrights, trademarks, publicity rights and privacy rights in the UK, US and any other jurisdiction from which you are accessing the Course. You agree to indemnify Christie's against any and all claims, damages, losses, liabilities, and expenses (including reasonable out of pocket expenses and attorney's fees) arising out of your violation of any such laws.
- 5.4. Christie's makes no claim that the Course content is appropriate for any particular purpose or audience.

6. Participant Obligations

- 6.1. You shall conduct yourself in a respectful and appropriate manner during the Course and while on Christie's premises and shall comply with any instructions of Christie's staff. You must not behave in a threatening or aggressive manner, or take any action resulting in damage to property of Christie's or any third party, injury to any person or bring Christie's into disrepute.
- 6.2. In the event that your Course includes a tour or site visit at an external venue, such as a museum, gallery or other location, you shall conduct yourself in a respectful and appropriate manner, and comply with any instructions given by the staff at such venues. Christie's accepts no liability for any incidents, injuries, losses or damages that occur outside of its premises, including during travel to or from external sites, save that nothing in these Terms shall exclude liability for personal injury or death caused by Christie's negligence.

- 6.3. You may not record any Course in any manner, or copy, reproduce, duplicate, distribute, disseminate, publish, post, display, perform, modify, create derivative works from, upload to, transmit, or in any way exploit any content from the Course for any purpose whatsoever. You may not sell or offer for sale any of the content, or allow third parties to access it, or use such content to construct any kind of database. You may only use the content from the Course for your personal educational use.
- 6.4. Any breach of the preceding provisions of this paragraph 6 may result in your being excluded from the Course, and your fees shall be forfeit.
- 6.5. If you have any access requirements, please contact education@christies.com as soon as possible prior to your Course to discuss.

7. Live-Streamed Courses

- 7.1. If your Course or any element of it is delivered by live streaming, it is your responsibility to ensure that you have the proper hardware and software requirements, along with access to Wi-Fi, to be able to participate in the Course. You may not record or photograph the Course.
- 7.2. Christie's is not responsible for any errors or failures in relation to your ability to access the Course or any related materials, including where such errors or failures are caused by: (i) a loss of connection on Christie's or your end; (ii) a breakdown or problems with the online software and/or (iii) a breakdown or problems with your internet connection, computer or system.

8. Privacy and Data Protection

- 8.1. By registering for a Course, you consent to Christie's collecting and using your personal data. This will be done in accordance with the applicable data protection, privacy and cyber laws, including but not limited to the UK GDPR and the Data Protection Act 2018, and Christie's Privacy Policy, available at <https://www.christies.com/en/privacy-centre/overview>

9. Compensation

- 9.1. Nothing in these Terms will limit or exclude Christie's liability to you for death or personal injury arising from our own negligence, or for fraud or fraudulent misrepresentation. Otherwise, our liability to you with respect to the provision of a Course; the cancellation, postponement, or amendment of a Course; any negligence; any breach of these Terms; or any matters arising in any other way out of the subject-matter of these Terms is limited to the total amount of fees actually paid by you for the Course. In particular, we will not compensate you for any costs or expenses incurred by any person in connection with travel or attendance of such Course, anything unexpected, caused by an event outside of our control, or losses that would have been avoidable had you taken reasonable action.
- 9.2. We do not accept any responsibility in respect of any damage to or loss of any goods, or property of any kind brought onto or left at Christie's premises or any third party venue whether by you or any other person and it is your responsibility to take good care of your personal belongings.

10. General

- 10.1. In booking the Course, you acknowledge that you have read and understood all information and details concerning the Course provided on the Course landing page on the Christie's Education website at <https://www.christies.com/en/christies-education/courses> or in the course description, course schedule and any applicable FAQs.
- 10.2. Christie's reserves the right to remove you from the Course if you do not respect these Terms, Christie's staff and/or fellow students. In such circumstances, your fees may be forfeited.
- 10.3. Use by you of Christie's brand, name or logo is not permitted for any reason without the prior written consent of Christie's.
- 10.4. This contract is between you and Christie's. You may not transfer your contract or allow any other person to attend the Course in your place without Christie's prior express consent in writing. No other party has any rights under this contract or ability to enforce any of its terms.
- 10.5. Should a situation arise that is not covered by these Terms, Christie's reserves the right to take any reasonable and fair action that we think appropriate.
- 10.6. Christie's may modify these Terms from time to time.
- 10.7. If a court finds any part of these Terms are unlawful, the rest of the Terms will still apply.
- 10.8. A delay in enforcing these Terms does not prevent us from enforcing them later. If we do not immediately take action, for example regarding a missed payment or another breach of these Terms, we retain the right to take action in the future.
- 10.9. Should you have any queries on the Terms, please contact education@christies.com.

11. Resolving disputes

- 11.1. These Terms, and any dispute or claim arising from or in connection with them or a Course, whether relating to their subject matter, formation, or any non-contractual obligations, are governed by English law.
- 11.2. If you have any complaints or problems in respect of us or a Course, please contact us in first instance at education@christies.com so that we can do our best to resolve any issues. In the event that we are unable to do so, the courts of England shall have exclusive jurisdiction to settle any such dispute or claim.