



BIRMINGHAM UK | 2022

WCRR 2022 Terms and Conditions

1. Use of the websites relating to the World Congress of Railway Research (WCRR) 2022

Use of the WCRR 2022 website at www.WCRR2022.co.uk (the "**WCRR 2022 Website**"), the **abstract submission site** (the "**Submission Site**"), the event virtual platform and the event app (together the "**Event Websites**") is subject to the terms and conditions. The Event Websites are managed by Bray Leino Limited ("**Bray Leino**") on behalf of the WCRR organising committee which consists of the Rail Safety and Standards Board ("**RSSB**") and The University of Birmingham ("**UoB**").

If you do not accept these terms and conditions, you should navigate away from the Event Websites. On the Event Websites the terms 'we', 'us' and 'our' refer to the WCRR organising committee and the terms 'you' and 'your' refer to you the user.

2. Privacy and your personal data

A. What kinds of personal data do we collect and use?

When you submit content through the Submission Site, and/or when you enquire about, register for, access or attend the WCRR 2022 event or any related online content (whether via the Event Websites or other channels such as via social media) we may collect or otherwise receive information about you. For example, this would typically include your name, job title or organisation, email address, postal address, telephone number, date of birth and payment information.

We will also collect information about your attendance such as your accessibility requirements together with any feedback or questions that you submit.

The Event Websites do not use any non-essential cookies or similar tracking technologies.

B. Who is responsible for your personal data?

WCRR 2022 is organised by RSSB and The University of Birmingham (Data Controllers). Personal data will be shared between the organisations as necessary in relation to the conference. For further information on how each organisation looks after your data, (including information about how to contact them with any queries) here please refer to each organisation's Privacy Notice as below:

RSSB Privacy Notice

The University of Birmingham

C. Which other organisations will process your personal data?

When you visit the Event Websites and/or complete and submit the WCRR 2022 registration form or abstract submission, the data submitted will be collected and used by Bray Leino acting as a "data processor" appointed on behalf of the Data Controllers to contact you about WCRR 2022, to manage the operation of the WCRR 2022 and to manage the Event Websites.



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At times, Bray Leino (acting as a data processor on behalf of the Data Controllers) may engage other third parties (sub-processors) to provide services related to the WCR2022 and this may require the use of your personal data. Any such third parties will only be allowed to use your data for the purposes of running the WCR2022 and never for their own purposes.

Your personal data will only be processed within the UK and the European Economic Area.

D. How and for what purposes will your personal data be used?

You can find more detailed information about how your personal data will be used in the Data Controllers' privacy policies as set out above. However, in summary:

- your personal data will be used to respond to queries and/or administer your attendance at the WCR2022 (in accordance with the contract between us as described in these terms, below);
- if you submit an abstract and or research paper, your personal data will be used to evaluate your paper in accordance with the criteria detailed on the Submission Site;
- we will also be generating insights about your participation and collecting feedback from you as we have a legitimate interest in measuring the success of our events and making improvements for the future;
- we will also use personal data as may be necessary to keep the Event Websites (and the WCR2022 itself) safe and secure because this is in the legitimate interests of our attendees and the organising parties.

We will keep your personal data secure by using a wide range of appropriate technical and organisational security measures. Your personal data will be retained for a period of 3 years following WCR2022.

E. How can you get in touch with questions about your personal data?

If you have any queries about how your personal data is used in relation to the WCR2022 or in relation to the Event Websites (or if you would like to exercise your rights as described above), you can contact Bray Leino at: GDPR@brayleino.co.uk or you can contact the Data Controllers directly at: data.protection@rspb.co.uk and dataprotection@contacts.bham.ac.uk.

To make sure that we can respond to your query promptly, please make sure you include the following in the subject line of your message: "WCR2022 data protection".

You always have the right to complain to the UK's Information Commissioner's Office if you have concerns about your personal data. The ICO can be contacted through various channels as set out here: <https://ico.org.uk/make-a-complaint/>

This policy applies only to our sites, so you should always be aware when you are moving to another site and read the privacy statement of any site which collects personal information.

3. Registration and security

You can submit a WCR2022 registration on the WCR2022 Website as an individual or on behalf of an organisation by using the registration page on this website. Some of the ticket categories provided through the Event Website have additional eligibility criteria.



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By completing and submitting the WCRR 2022 registration form, you enter into a binding agreement with the WCRR organising committee to participate in the WCRR 2022 event managed by Bray Leino based on these terms and conditions.

If you register, the details you provide may be further verified by the WCRR organising committee. Subject to satisfactory verification, your details including your name and email address will be stored securely on the Bray Leino system in accordance with our privacy policy.

4. Online payment terms and conditions

Use of the WCRR organising committee online payments facility on the WCRR 2022 website indicates your acceptance of these terms. If you do not accept these terms, please do not use the online payments facility.

- You become liable for the full payment of the price with the submission of your registration.
- The total price for participating is shown on the registration page. VAT will be added to the price.
- Full payment for attending must be made within 30 calendar days of your booking or before the WCRR 2022 event, whichever takes place earlier.
- For concessions passes, you cannot assign, sell, or give your rights to participate in the event to a third party without written consent from Bray Leino / WCRR organising committee.
- Accepted payments will show on your account statement as payments to Bray Leino.
- Bray Leino / WCRR organising committee cannot accept liability for a payment not reaching the intended account due to the customer quoting incorrect account information during the booking process.
- Bray Leino / WCRR organising committee cannot accept any liability if payment is refused, or declined, by the debit / credit card supplier. Bray Leino has no control over acceptance of card payments and any refusal of payment should be taken up with your card supplier.

Confirmation of Payment

- Once your payment has been authorised, the registration page will display a unique reference number. You can request a receipt invoice on this page.
- You will also receive two automated emails to the email address provided during your registration;

- A payment transaction confirmation receipt from Worldpay, which will display a unique Worldpay transaction ID.

- A registration confirmation from WCRR 2022, which will display a unique reference number.

- Please keep a note of both the reference number and transaction ID, as you may need to quote these if you have any payment queries.



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- No important event information will be issued to you until full payment has been received by Bray Leino.
- Bray Leino / WCRR organising committee have the right to refuse admission to any person or remove persons from the WCRR 2022 event without explanation.

Refused Payments

- If your payment is refused, the application will display a screen informing you of this situation. Remember – it is not Bray Leino that is refusing your card payment – it is the card issuers that is refusing to authorise the payment.
- If this occurs, you will need to contact your card issuer to discuss the reasons for the refusal.

Variations or Amendments

- If you are unable to attend, you may nominate a replacement, subject to approval by Bray Leino / WCRR organising committee, at any time up to and including Monday 2 May 2022 (after which time, substitutions cannot be made). To amend your registration, you must log back into your registration with the information included in your confirmation email.
- If, for any reason, Bray Leino / WCRR organising committee has to change any of the arrangements relating to the WCRR 2022 event we will inform you forthwith and use reasonable endeavours to minimise the impact of the changes.

Cancellations and Refunds

Cancellation by Bray Leino / WCRR organising committee

- If for whatever reason (other cancellation due to force majeure), it becomes necessary for Bray Leino / WCRR organising committee to cancel the WCRR 2022 event or change the date, Bray Leino will provide you with a refund for the face value of your registration. Bray Leino / WCRR organising committee will not be liable to you for any other costs incurred including marketing materials, travel, expenses accommodation, etc.

Cancellation by you

If you register for the WCRR 2022 event and subsequently cancel, the following refunds will apply:

- Prior to 6 December 2021 – 100% refund
- Between 7 December 2021 and 6 March 2022 – 40% refund
- After 6 March 2022 0% refund
- Where payment was initially made by debit/credit card, refunds shall normally be applied back to the same card.
- Where online payments require an authorised refund to be applied to the transaction, the payment will only be refunded to the card making the initial payment.
- Instead of cancelling, paid tickets may be transferred to a colleague within 1 week of the event. Complimentary tickets are non-transferrable.



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Cancellation due to force majeure

- Neither party shall be in breach of its obligations nor liable for any failure or delay in performance of any of its obligations if the event is cancelled or abandoned or suspended in whole or in part due to a force majeure event which is beyond either of the parties' reasonable control including but not limited to acts of god, civil unrest, natural disaster, change of law, act of terrorism or vandalism. Bray Leino / WCRR organising committee shall not be liable to refund to you your fees if the event is cancelled due to a force majeure event.

Covid-19 related cancellation

Neither party shall be in breach of its obligations nor liable for any failure or delay in performance of any of its obligations if the event is cancelled, postponed, or adapted due to any government mandated Covid-19 measures.

You will be entitled to a full refund if you need to cancel your participation due to the following government mandated Covid-19 measures:

- Measures prohibit the WCRR 2022 event from taking place in the location, and on the dates, planned and you are not able to attend at a new venue/on a new date (including online);
- Confinement is ordered in the UK or specifically in the Birmingham region;
- The closure of UK borders;
- Confinement is ordered in your country of residence;
- The closure of the borders of your country of residence;

5. Termination

Bray Leino / WCRR organising committee will not be liable in contract, tort or otherwise for any indirect or consequential losses, including but not limited to loss of profit, loss of use, costs or expenses, or other claims whether caused by Bray Leino / WCRR organising committee, its employees, contractors, or agents arising from you taking part in the event.

For the avoidance of doubt, nothing in these terms and conditions shall be deemed to exclude or limit in any way any party's liability in respect of death or personal injury caused to any person as a result of negligence, or any other liability which may not be excluded or limited by applicable law.

6. Hyperlinking policy

Hyperlinking to us at WCRR 2022: Subject to observing the rules on Crown Copyright you can link directly to pages hosted on this site without asking our permission. However, in making such links you must not imply endorsement of your site or your organisation. We do not permit our pages to be loaded into frames on your site - the WCRR 2022 pages must load into the user's entire window.

Hyperlinking by us at WCRR 2022: We are not responsible for the content or reliability of any websites to which we link, nor should listing by the WCRR organising committee be taken as



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an endorsement of any kind. We cannot guarantee that these links will work all the time and we have no control over the availability of linked pages.

7. Virus protection

We make every effort to check and test material available for access at all stages of production. It is always wise for you to run an anti-virus programme on all material downloaded from the Internet, including from this site. We cannot accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this website.

8. Disclaimer

This website is provided by Bray Leino, acting through the WCRR organising committee, as an information guide only and should not be relied on as a substitute for your own research or independent advice. Bray Leino accepts no responsibility for any loss or damage caused to any person as result of any error, omission, or misleading statement in the information on this website, or due to using the website or relying on that information.

9. General

You agree to use this site only for lawful purposes, and in a manner that does not infringe the rights of or restrict or inhibit the use and enjoyment of this site by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, or which may harass or cause distress or inconvenience to any person, and the transmission of obscene or offensive content or disruption of normal flow of dialogue within this site.

The above Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

10. Contact Us

To submit an enquiry about the event, please contact Bray Leino via email info@WCRR2022.co.uk, or phone +44 (0)117 906 4509.