

Tides Events Ltd, Event Booking Terms And Conditions

These terms (together with the documents referred to in them) tell you the terms and conditions on which we, Tides Events Ltd ("**We**", "**Us**", "**Our**"), enable you ("**You**", "**Your**") to make a booking in respect of any of Our events listed in Our brochures and flyers and on Our website www.tidesevents.co.uk ("**Our Site**") and on any social media sites where We have a registered account ("**Social Media**"). Please read these terms and conditions carefully before booking any of Our events. You should understand that by booking any of Our events, You agree to be bound by these terms and conditions. You should print/retain a copy of these terms and conditions for future reference. Please understand that if You refuse to accept these terms and conditions, You will not be able to book any of Our events.

Information about Us

We are a company limited by guarantee registered in England and Wales under company number 08381993 and with Our registered office at 156 Kingsway, Hereford, HR1 1HE. www.tidesevents.co.uk is a site operated by Tides Events Ltd.

Your status

By making a booking with Us for Our events, You warrant that You are legally capable of entering into binding contracts and You are at least 18 years old.

How the contract is formed between You and Us

Should You wish to make a booking, please print out and fill in a copy of Our booking request form and return it to 156 Kingsway, Hereford, HR1 1HE or hello@tidesevents.co.uk. Payment should be made in accordance with the paragraph headed **price and payment** below. Please note that receipt by Us of Your booking request does not mean that Your booking has been accepted and, in particular, We accept no responsibility for booking requests that do not reach Us for whatever reason. Your booking request constitutes a request to Us for a place at one of Our Events. All bookings are subject to availability of the event and formal acceptance by Us, and We will confirm such acceptance to You by sending You a letter or an email stating that the booking has been confirmed (the "**Booking Confirmation**"). The contract between Us ("**Contract**") will only be formed when We send You the Booking Confirmation. The Contract will relate only to those events which We have confirmed in the Booking Confirmation. There is a limited number of places at each event and these will be allocated in order of receipt of booking request forms.

Event content

We reserve the right to make changes to the published programme of an event (but not the overall content), for example to timings and/or acts if one of the advertised acts is unable to attend. In such cases we will supply acts of equal calibre and You will not be entitled to cancel.

Event venue

Our events are held at a number of venues. You acknowledge that We may have to change the published venue for the event for reasons beyond Our control and in such cases You will not be entitled to cancel unless the change in venue represents a significant disadvantage to You. You are liable for any loss or damage which You may cause to the external venue and agree to adhere to all housekeeping rules, procedures and policies (including policies as to behaviour and conduct) that may be in place at any venue from time to time. If you have a disability or medical condition that requires special arrangements to be made, please notify Us of Your requirements when making Your booking.

Price and payment

The price of any of Our events will be as quoted in Our brochures and flyers and on Our Site from time to time, except in cases of obvious error. These prices are inclusive of VAT. Prices are liable to change at any time, but changes will not affect bookings in respect of which We have already sent You a Booking Confirmation, except in cases of obvious error. Once You have returned Your booking request form to Us We shall raise an invoice for payment of the event and send it to You for satisfaction. Payment shall be due strictly in accordance with our standard invoice terms (seven days from date of invoice). Payment must be made in advance of any event. After the payment terms specified on the invoice have passed the invoice and booking request form will become null and void. In this case You shall be required to complete a new booking request form. Payment is to be made by bank transfer only. Booking confirmation shall only be sent by Us once agreed payment according to the payment schedule issued has been received.

Our refunds policy

If You cancel the Contract between us after paying the agreed deposit, yet before the full balance is due, you will not be entitled to a refund of the deposit, but will not be liable for the balance. If You cancel the Contract between us after paying the full balance, yet before the date that the full balance is due, you will be entitled to a refund of the full balance less the deposit. If You cancel the Contract between us after the date that the full balance is due, you will not be entitled to any refund and will be liable for the full balance. If You fail to attend an event for which You are registered and have not given Us prior notice then You shall not be entitled to any refund or otherwise pursuant to Our refunds policy. We shall be entitled to cancel Your booking where We need to do so due to circumstances outside of Our control (including, but not limited to, situations where sufficient numbers have not booked for the Event or the acts are unavailable or cancel the Event or if it may prejudice Our reputation). We shall have no liability for losses or costs which You may incur due to such cancellation but We shall refund your booking payments made to date in respect of that event (in full as soon as possible) or offer You an alternative event if one is available. You have the choice of accepting the refund or attending the alternative event. We will usually refund any money received from You using the same method originally used by You to pay for Your purchase but reserve the right to refund using an alternative method.

Rights in materials

All copyright and other rights (including all intellectual property rights) in materials provided to You during or for the purposes of any of Our events (including, without limitation, brochures, leaflets and posters) are Our property or that of our licensors. You are entitled to use such materials only for Your own personal use. You are not entitled to copy such materials (except as permitted by law) nor are You entitled to use or authorise others to use such materials for any commercial purposes.

Our liability

Subject to the following paragraphs, We will be responsible for any losses You suffer as a direct result of Us breaching these event booking terms and conditions if those losses were reasonably foreseeable to both You and Us at the time the Contract was formed. Our liability to You under these event booking terms and conditions will not exceed the total price charged for the Event(s) that You have booked. Event attendees shall be required to keep their personal belongings with them at all times and We accept no liability for damage to, or loss of, personal belongings. We do not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned at events save for any damage caused by Our negligence, and in such circumstances Our liability shall be limited to the amount of Our insurance for such losses. We will not be responsible to You or any third party for any business loss (including loss of

revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or any other loss or damage which does not result directly from Our actions or the actions of Our sub-contractors or agents, is consequential or was not reasonably foreseeable to both You and Us when the Contract was formed. Nothing in these event booking terms and conditions excludes Our liability to You for personal injury or death caused by Our negligence.

Written communications

Applicable laws require that some of the information or communications We send to You should be in writing. If you use Our Site, You accept that communication with Us will be mainly electronic. We will contact You by e-mail or provide You with information by posting notices on Our Site and social networking sites. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that We provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights.

Privacy

Our Privacy Policy explains how We will use the information which You have provided to Us. This is available upon request.

Notices

All notices given by You to Us must be given to Tides Events Ltd at 156 Kingsway, Hereford, HR1 1HE or hello@tidesevents.co.uk. We may give notice to You at either the e-mail or postal address You provide to Us when making a booking, or in any of the ways specified in the written communications paragraph above. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

Publicity

We may use photographs taken at events in publicity and marketing materials, including use on Our Site and Social Media. Your attendance at an event may mean that You are featured in such photographs and You are deemed not to object to the taking of such photographs as detailed above. If You do not wish to be included in any photograph, please notify the event organisers and/or photographer at the relevant event prior to the photographs being taken.

Transfer of rights and obligations

The Contract between You and Us is binding on You and Us and on Our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of Your rights or obligations arising under it, without Our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of Our rights or obligations arising under it, at any time during the term of the Contract.

Events outside Our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under a Contract that is caused by events outside Our reasonable control ("**Force Majeure Event**") which includes any act, event, non-happening, omission or accident beyond Our reasonable control and includes in particular (without limitation): strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; and/or the acts, decrees, legislation, regulations or restrictions of any government. We will use Our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which Our obligations under the Contract may be performed despite the Force Majeure Event.

Waiver

If We fail, at any time during the term of a Contract, to insist upon strict performance of any of Your obligations under the Contract or any of these terms and conditions, or if We fail to exercise any of the rights or remedies to which We are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations. A waiver by Us of any default shall not constitute a waiver of any subsequent default.

Severability

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Entire agreement

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing. We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

Our right to vary these terms and conditions

We have the right to revise and amend these terms and conditions from time to time to reflect changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in Our systems' capabilities. You will be subject to the policies and terms and conditions in force at the time that You place a booking with Us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to bookings previously made by You), or if We notify You of the change to those policies or these terms and conditions before We send You the Booking Confirmation (in which case We have the right to assume that You have accepted the change to the terms and conditions, unless You notify Us to the contrary within seven working days of receipt by You of the Booking Confirmation).

Law and jurisdiction

Contracts for the booking of Our events will be governed by the law of England and Wales. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.