

TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS FOR USE OF THIS WEBSITE

1. Introduction

Please read these terms and conditions carefully, they contain important information about the Customer's (Your) rights and obligations. These terms and conditions can be printed by clicking on the print icon on the browser.

1.1 Definitions:

Event Protect means Event Protect Limited; registered in England under Company Number 10090344.

"the Retailers/Partners" means the retailers/partners that participate in any offer made by Event Protect ; and

"the Venues" means those venues that provide various attractions offered (including both free attractions as well as attractions normally requiring an admission fee).

1.2 Please read these terms and conditions carefully before using the website. In particular, the Customer's attention is drawn to clauses 8 (Applicability of online materials) and 12 (Liability). By accessing and making use of the website ("this website") the Customer agrees to be legally bound by these terms and conditions as they may be modified and posted on this website from time to time. These terms and conditions take effect from the date when the Customer first accesses this website.

1.3 If the Customer does not wish to be bound by these terms and conditions in full then he/she may not use this website

2. Nature of this Website

This website is a place for the Customer to obtain information about products and services that it provides. Event Protect also provides online facilities for purchasing those goods and services. Please note that this website is available only to individuals that can form legally binding contracts under applicable law, including but not limited to age restrictions with regard to the purchase of alcohol or alcohol related products.

Regulated Insurance and Legal products are not supplied by Event Protect and Event Protect accepts no responsibility or liability whatsoever in connection with the sale or advice of Insurance and/or related goods and/or legal services. Separate terms and conditions issued by their supplier(s) will apply to the purchase or supply of all such goods and services.

3. Purchasing Goods and Services from this Website

3.1 To register in order to purchase goods or services now or in the future the Customer will need to follow the registering procedures set out on the "Register Your Details" page. For goods and/or services details of prices are set out on this website and procedures for payment and delivery are set out below.

3.2 The Customer must pay by credit or debit card at the time of the order. The price of the goods/service is the price in force at the date and time of the order. Event Protect tries to ensure that its prices displayed on this website are accurate but the price on the order will need to be validated by Event Protect or the seller (if not Event Protect) as part of the acceptance procedure. Event Protect will inform the Customer if the price of the goods/service is higher than that stated in the Customer's order and the Customer may cancel the order and decide whether or not to purchase the goods/service at the correct price.

3.3 Event Protect is entitled to refuse any order placed by the Customer. If the order is accepted, Event Protect will confirm acceptance to the Customer by e-mail to the e-mail address that has been given by the Customer and the contract between the Customer and Event Protect is then formed. The goods/service will then be delivered to the postal address provided by the Customer or to an agreed collection point. For those goods/services offered by partners/retailers the contract shall be formed between the Customer and partner/retailer and Event Protect accepts no liability for loss associated with such a contract.

3.4 The Customer undertakes that all details provided to Event Protect for the purpose of registering Card and purchasing goods/services will be correct, that the credit or debit card used is the Customer's own and that there are sufficient funds or credit facilities to cover the cost of the purchase. Event Protect reserves the right to obtain validation of the Customer's credit or debit card details before providing the goods or services.

4. Terms of use

4.1 The Customers registration and any and all benefits attached thereto is non-transferable within the scheme and Event Protect will not offer any refunds or replacements in the event of loss or theft

4.2 The Customers entitlements will be activated at registration and will be valid for use at Venues and Retailers for the period of each offer and/or the specific contract entered into between Event Protect and the Customer. Event Protect may rescind membership of the scheme at any time providing any specific contracts between the customer and Event Protect for goods and/or services have been fulfilled. A day is deemed to end at midnight. Event Protect is not bound or required to give notice of expiry or to accept any renewal request.

4.3 Registration entitles the Customer to membership of the scheme in order to avail themselves of those offers of goods/services provided by the retailer/partner from time to time.

4.4 When there are multiple tickets or goods/services are requested / purchased / delivered, these tickets, goods/services are subject to separate and individual contracts determined at the time of purchase.

4.5 By registering the Customer agrees to accept these terms and conditions and will ensure that all other persons included when accepting an offer of a good/service adhere to these terms and conditions as though such other persons were a party to these terms and conditions.

5. The Venues and the Retailers

5.1 The Venues and the Retailers are required as contract may dictate to offer free entry and/or special offers (as appropriate). However, Event Protect shall not be responsible for any unlawful refusal by the Venues or the Retailers to do so.

5.2 Every effort has been made to ensure that all published details of offers and attractions provided by Venues and Retailers are kept up to date. However, Event Protect cannot guarantee the availability of an attraction or offer and the Customer should check all relevant details with the Venue or the Retailer prior to purchase or use.

5.3 Event Protect has tried to ensure that only professional reputable Venues and Retailers are included under its Scheme. However, Event Protect shall not be responsible for any inadequacies or failures in service, quality of merchandise or health and safety experienced with a Venue or Retailer.

5.4 The Customer visits and/or accepts an offer from the Venue or Retailer at his/her own risk and any complaints should be directed at the Venue or Retailer concerned.

6. Information provided by the Customer

6.1 The following applies to any information provided by the Customer to Event Protect:-

- The Customer authorises the use, storage or otherwise processing any personal information which relates to and identifies the Customer, including but not limited to the Customer's name and address, to the extent reasonably necessary to provide the services which are available through this website by Event Protect its partners, successors, associates, sub-contractors or other third parties (together the 'Partner Companies') and for marketing purposes of Event Protect always subject always to the Privacy Policy.

- If the Customer sends personal correspondence such as e-mails or letters to Event Protect then Event Protect may collect this information into a file specific to the Customer (together, the various purposes set out in this paragraph and in the Privacy Policy shall be known as 'the Purposes'). All such information collected by Event Protect shall be referred to in these terms and conditions as 'Personal Information'.

- The Customer must ensure that the Personal Information provided is accurate and complete and that registration details (where applicable) contain the Customer's correct name, address and other requested details. For more information about how Event Protect deals with Customers' Personal Information please read the Privacy Policy.

6.2 By accepting these terms and conditions, the Customer agrees to the processing and disclosure of the Personal Information for the Purposes, subject to the Customer's right to change such usage as set out in the Privacy Policy. If the Customer would like to review or modify any part of his/her Personal Information then the Customer should either e-mail Event Protect at enq@eventprotect.co or write to Event Protect at the address set out below.

☰ Event Protect,
107 Kirkgate
Leeds
LS1 6DP

6.3 The Customer warrants and undertakes that it will not use this website for any purpose that is illegal or prohibited by these terms and conditions, including without limitation the posting or transmitting of any libellous, defamatory, inflammatory or obscene material. If the Customer breaches these terms and conditions then permission to use this website terminates immediately

without the necessity of any notice being given. Event Protect retains the right to deny access to any person who fails to comply with these terms and conditions.

7. Security

The Customer is solely responsible in all respects for all use of and for protecting the confidentiality of any e-mail verification or other information relating to the Customer's order that may be given. The Customer may not share such information or transfer such information to any third parties. The Customer must notify Event Protect immediately if he/she becomes aware of any breach of security regarding this website.

8. Applicability of online materials

8.1 Unless otherwise specified all content and materials published on this website are presented solely for the Customer's private, personal and non-commercial use.

8.2 This website is controlled and operated by Event Protect from various offices in England, with the principal point of contact being;

☐ Event Protect,
107 Kirkgate
Leeds
LS1 6DP

Where content published on this website is supplied by third parties, the Customer must understand that Event Protect does not control or endorse such content in any way. Any content which is offered by third parties is published in good faith but Event Protect does not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published on or offline) and the use of such content. The Customer assumes total responsibility and risk for use of this website and use of all information contained within it.

8.3 Event Protect has used its best endeavours to ensure that this website complies with UK laws. However, Event Protect makes no representations that the materials on this website are appropriate or available for use in locations outside the UK. Those who visit this website from other locations do so on their own initiative and are responsible for compliance with all applicable laws. If use of this website and/or viewing of it, or use of any material or content in this website or services, or products offered through this website are contrary to or infringe any applicable law in the Customer's jurisdiction(s), the Customer is not authorised to view or use this website and must leave this website immediately.

9. Copyright and Monitoring

The contents of this website, including all rights vested in the names and logos, are protected by international copyright laws and other intellectual property rights. All products and logos mentioned in this website are the trademarks, service marks or trading names of their respective owners. The Customer may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from this website including but not limited to text, graphics, video, messages, code and/or software without prior written consent, except where expressly invited to do so.

10. Linked sites

Event Protect makes no representations whatsoever about any other websites which the Customer may access through this website or which may link to this website. When accessing any other website the Customer understands that it is independent from Event Protect who hold no control over the content or availability of that other website. In addition, a link to any other website does not mean that Event Protect endorses or accepts any responsibility for the content, or the use of, such a website and Event Protect shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any other website or resource. Any concerns regarding any external link should be directed to its website administrator or web master.

11. Availability of this website

Event Protect will try to make this website available but cannot guarantee that this website will operate continuously or without interruptions or is error free and can accept no liability for its unavailability. The Customer must not attempt to interfere with the proper working of this website and, in particular, must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device.

12. Liability

12.1 Event Protect promises that for any registered Customer from this website Event Protect has the right to register the Customer to the scheme as described. Event Protect excludes all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to this website or any information or service provided through this website. Event Protect will do its best to ensure that all materials and information published on this website are accurate, but please note that all content materials and information on this website are provided on an 'as is' basis and the Customer assumes total responsibility and risk for use of this website and use of all information contained within it.

12.2 Subject to clause 12.3, Event Protect accepts no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect) in each case, however caused, even if foreseeable. In circumstances where the Customer suffers loss or damage arising out of or in connection with the viewing, use of, performance of this website or its contents, subject to clause

12.3, Event Protect accepts no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of Event Protect or its servants, agents or any other person or entity.

12.3 Any limitation on liability does not apply to any liability Event Protect may have for death or personal injury resulting from its negligence or for fraudulent misrepresentation.

12.4 The Customer is responsible for ensuring that his/her computer system meets all relevant technical specifications necessary to use this website and is compatible with this website. The Customer also understand that Event Protect cannot and does not guarantee or warrant that any material available for downloading from this website will be free from infection, viruses and/or other code that has contaminating or destructive properties. The Customer is responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy his/her particular requirements for the accuracy of data input and output.

12.5 The limitations and exclusions in this clause do not affect the Customer's non-excludable statutory rights and only apply to the extent permitted by applicable law.

13. General

13.1 Event Protect may assign, transfer or subcontract any or all of its rights and obligations under these terms and conditions at any time.

13.2 Event Protect may alter these terms and conditions from time to time and post the new version on this website, following which all use of this website will be governed by that version. The Customer must check the terms and conditions on the website regularly. Event Protect does not need to give notice of any change to these terms and conditions and the Customer's continued use of this website shall be deemed to be acceptance of any changes that have been made.

13.3 These terms and conditions together with the Privacy Policy are the whole agreement between Event Protect and the Customer. The Customer acknowledges that it has not entered into this agreement in reliance upon any statement, warranty or representation made by Event Protect or any other person and irrevocably and unconditionally waives any rights to claim damages and/or to rescind these terms and conditions by reason of any misrepresentation (other than a fraudulent misrepresentation) that is not contained in the terms and conditions and the Privacy Policy.

13.4 If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

13.5 These terms and conditions and use of this website are governed by English law and the language used in all correspondence will be English.

13.6 Except in respect of a payment obligation, neither the Customer nor Event Protect will be held liable for any failure to perform any obligation to the other due to causes beyond the Customer or Event Protect's respective reasonable control.

13.7 Failure or delay by either party enforcing an obligation or exercising a right under these terms and conditions does not constitute a waiver of that obligation or right.

13.8 These terms and conditions do not confer any rights on any person or party (other than the Customer and/or Event Protect) pursuant to the Contracts (Rights of Third Parties) Act 1999.

14. Notices

14.1 All notices shall be given:

to Event Protect via e-mail at enq@eventprotect.co or by post

☐ Event Protect,
107 Kirkgate
Leeds
LS1 6DP

14.2 All notices shall, except where otherwise specifically provided, be in writing in exclusively in the English language and may be:

- sent by e-mail, in which case it shall be deemed to have been served when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt);
- if within the United Kingdom, sent by first class pre paid post, in which case it shall be deemed to have been given 3 days after the date of posting; or
- if from or to any place outside the United Kingdom, sent by pre paid priority airmail, in which case it shall be deemed to have been given seven business days after the date of posting.

14.3 Where Event Protect provides a translation it is provided “as is” as an aid to the Customer and is not to be relied on – all contracts shall be made in English and interpreted in sole accordance with English Law.

15. Replacement

These terms and conditions replace all other terms and conditions previously applicable to the use of this website.

