

Event Tours Terms of Service

Last Updated: 30th June, 2022

Terms and Policies

We urge that you read these Terms of Service (or terms and policies as described in Section 1.1) carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using Event Tours Services, you are entering into agreement to comply with and be bound by these Terms, as applicable to you.

1. Accepting These Terms

1.1 These terms and policies (this “**Agreement**”) apply to your access or use of the Event Tours websites, mobile sites, and applications and the content, features, and services (the “**Services**”) made available by Event Tours.

1.2 In this Agreement, “Event Tours” and “we” refer to Event Tours company that is providing the Services to you.

1.3 By accessing or using the Services or by clicking “accept” or “agree” to this Agreement,

(1) you acknowledge that you have read, understand, and agree to be bound by this Agreement, and

(2) you represent and warrant that you are of legal age and not prohibited by law from accessing or using the Services.

Event Tours may update or revise this Agreement (including any Policies) from time to time.

1.4 When these updates have been made you agree that you will review this Agreement periodically. You are free to decide whether or not to accept a modified version of this Agreement, but accepting this Agreement, as modified, is required for you to continue using the Services. You may have to click “accept” or “agree” to show your acceptance of any modified version of this Agreement. If you do not agree to the terms of this Agreement or any modified version of this Agreement, you must terminate your use of the Services, in which case you will no longer have access to your Account (as defined below). Except as otherwise expressly stated by Event Tours, any use of the Services (e.g., the use of the Reservation Services (as defined herein)).

2. Definition of Term's – What means What

2.1 When the Term “Organiser” is mentioned we refer to the creator of the event. This is the group or organisation that is using our services, i.e. our website, to host their event. The information listed on their display will consist of:

- a. details of their event for their consumers to attend
- b. the location, date and time of their event

2.2 When the Terms use “Event Tours,” “we,” “us,” or “our,” that refers to Event Tours and each of its respective officers, directors, agents, parents and employees.

3. About Event Tours

3.1 Event Tours provide a centralised platform to allow event organisers to sell tickets without the need to invest in their own marketing and advertising. Our platform is simple and user friendly, making it fast and easy for individuals or groups seeking to source events and purchase tickets. Event Tours acts as the bridge between the event organisers and the public, streamlining the ticket purchase process through a no-nonsense experience.

4. Booking

4.1 When you complete your Booking, you accept these Terms and any other terms that you have been provided with during the booking process.

4.2 If anything within these Terms is, or becomes, invalid it will be enforced to the fullest extent by law and you will still be bound by everything else in the Terms.

5. Reservation Services

5.1 Event Tours makes available Events through the Event Tours sites to Users for the purpose of assisting the User to secure an event reservation.

5.2 The availability of reservations, estimated wait time or place in line on a waitlist is determined at the time of User's query and based on information provided to Event Tours by the Event Provider.

(1) By using the reservation services, the User agrees to receive confirmations, updates, modifications and/or cancellations by email or other electronic messages.

6. No Show Policy

6.1 Event Tours is committed to providing superior quality services to Users and Events. For us to be able to assist all Users equally and maintain consistently high levels of service for the Events and their platform, Users must cancel any reservations at least 24 hours prior to the Event.

2. Some Events may require a debit or credit card number to finalise your reservation. Some Events may use specific Event Services whereby you must provide valid debit or credit card information. This will be to; confirm that the debit or credit card information you have provided is accurate, we may place a temporary authorisation on your debit or credit card at the time you provide your debit or credit card information.

6.3 It is important to also consider that you will be required to cancel your reservation in accordance with the Organisation's cancellation policy, which would be disclosed at the time the reservation is made.

6.4 Event Tours uses this debit or credit card information as described in our privacy policy and shall have no liability for any charges made to the debit or credit card account for any failure to cancel your reservation in accordance with the Event's cancellation policy.

7. Termination

7.1 The above terms apply to you as soon as you access the Services by any means and continue to bring effect until they are terminated. When termination occurs these Terms will no longer apply.

7.2 Event Tours may suspend your ability to use all or any element of the Service or may terminate this Agreement effective immediately, without notice or explanation.

7.3 If we believe that your access to the Services is in violation of any part of this Agreement Event Tours may suspend your access.

- (1) After any termination you may not be granted permission to use the Services or re-establish an Account to promote your organisation.
- (2) You must agree that Event Tours shall not be liable to you for any termination of this Agreement or for any effects of any termination of this Agreement.
- (3) You are always free to discontinue your use of the Services at any time.

You must understand that any termination of your Account may involve deletion of any content stored in your Account for which Event Tours will accept no liability for.

8. Limitation of Liability

8.1 In any event, or as otherwise set forth herein, Event Tours and any person or entity associated with Event Tours' provision of the Services will not be liable to you or any third party, for:

- a. any indirect, incidental, special, consequential, punitive or exemplary damages,
- b. as expressly specified herein, in no event shall the Event Tours parties be liable for any injuries, losses, claims, or direct damages or any special,

exemplary, punitive, incidental, or consequential damages of any kind, whether based in contract, tort, or otherwise

- c. any unfortunate circumstances occurred during the event.

8.2 To the extent permitted by mandatory consumer law, we will only be liable for costs that you incur as a direct result of a failure on our behalf. This will mean that we will not be liable for any;

- a. indirect loss or indirect damage,
- b. inaccurate information about a Service Provider,
- c. product, service or action of a Service Provider or other business partner,
- d. mistake in an email address, phone number or credit card number (unless it is our fault),
- e. force majeure or event beyond our control.

If you are in breach of any of these Terms and/or the Service Provider's terms, to the extent permitted by law;

- we will not be liable for any costs you incur as a result, and
- you will not be entitled to any refund.

9. Licence to the Event Tours Services

9.1 Licence to Services. We grant you a limited, non-exclusive, non-transferable, non-sub licensable, revocable right to use our Services solely to

- a. browse the Services and search for, view, register for or purchase tickets or registrations to an event listed on the Services; and/or
- b. create event registration, organiser profile and other webpages to promote, market, manage, track, and collect sales proceeds for an event.

Your use of the Services must be in compliance with these Terms and in compliance with all applicable U.K laws, rules and regulations.

10. Fees and Refunds

10.1 Creating an account, listing an event and accessing the Services are free of charge, however, we charge fees when you sell or buy tickets or registrations. These fees may vary based on individuals' agreements between Event Tours and certain Organisers.

10.2 Fees: the fees charged to Consumers may include certain other charges, including without limitation, facility fees, royalties, taxes, proceeding fees and fulfilment fees. Therefore, the fees paid by Consumers for an event are not necessarily the same as those charged by Event Tours to the applicable Organiser or the standard fees described on the Services to Organisers.

Certain fees are meant to, on average, to defray certain costs incurred by Event Tours. Event Tours does not control (and thus cannot disclose) fees levied by your bank and/or credit card company, including fees for purchasing tickets and registrations in foreign currencies or from foreign persons.

10.3 Refunds: because all transactions are between an Organiser and its respective attendees, Event Tours asks that all Consumers contact the applicable Organiser of their event with any refund requests. Event Tours will not be held liable to assist or pursue refunds after any stage of your transaction. In addition to this, it is also important to understand that;

- a. Event Tours will not be held liable under any circumstances for any costs arisen from non-compliance by Organisers with applicable procedures that must be implemented by Organisers to check validity of tickets.
- b. Event Tours will not be held liable under any circumstances for costs and/or damage associated with tickets arisen from situations with fraud and/or damage associated with the purchase of the ticket through non-official means, such as third parties.

10.4 We may help you communicate with your Service Provider, but we cannot guarantee that they will read anything we provide to them from you, or that they will do what you ask. In itself, the fact that you contact them, or that they contact you, does not mean that you have any grounds for legal action against Event Tours. We can help but we are not responsible for any further actions. You can email Event Tours at info@eventtours.co.uk in order for your query to be forwarded to the Organiser.

11. Your Account with Event Tours

11.1 We may require you to create an account to access certain features or function of the Services. You agree to follow certain rules when you create an account with Event Tours or use the Services, including;

1. You must be at least 18 years of age, or the legal age of majority of where you reside, to use the Services.
2. You agree to provide true, accurate, current and complete information about yourself, or if you are using the Services on behalf of an entity. You also agree to update this Registration Data if it changes.
3. If there is a dispute between two or more persons or entities as to account ownership, Event Tours will be the sole arbiter of that dispute and Event Tours decision will be final and binding on those parties.

4. If you are using the Services on behalf of a company or other entity, you represent and warrant that you have the authority to legally bind that entity and grant Event Tours all permissions and licences provided in these Terms.

12. Our Role

12.1 Our role is to provide the Platform on which Service Providers can promote their Services and sell their tickets.

12.2 Once you have booked your tickets, we will provide you and the Service Provider with details of your booking, including the names of the guest(s).

13. Your Content

13.1 Event Tours does not make any claim to Your Content. Therefore, you are solely responsible for Your Content. Event Tours do not claim, and you do not transfer, any ownership rights in any of Your Content and nothing in these Terms of Service will restrict any rights that you may have to use and exploit Your Content outside of the Services.

13.2 Your Representations about Your Content represent and warrant that you have all the rights, power and authority necessary to grant the foregoing licence, and that all Your Content

- a. does not violate or mis-represent or otherwise conflict with the rights of any third party;
- b. complies with all applicable provision, laws, rules and regulations; and
- c. does not violate these Terms as listed above.

13.3 Event Tours reserves the right to remove Your Content from the Services if Event Tours believe in its discretion that it violates any of these Terms or for any other reason. We likewise may preserve Your Content and account information and may disclose Your Content and account information if required to do so by law or in the good faith that such preservation or disclosure is reasonably necessary to

- a. comply with legal process;
- b. respond to claims that any of Your Content violates the rights of third parties;
- c. enforce or administer the Terms of Service, including without limitation, these Terms of Service; and/or
- d. protect the rights, property and/or personal safety of Event Tours, its users and/or the public, including fraud prevention.

14. Notices of Change or Modifications to Terms

14.1 Any changes to these Terms will be notified to the Service providers and Users of Event Tours. These notices will be displayed via email and/or links to notify you generally on the Services.

14.2 Event Tours reserves the right to make any modifications to the Terms or Services if we believe the modifications are material and/or essential. We will inform our Users by doing one or more of the following;

- a. posting the changes through the Services;
- b. updating the “updated” date at the top of this page; or
- c. sending you an email or message about the modifications made.

Any such modified Terms will be effective thirty (30) days or will take place as immediate if necessary. The “updated” date or such other date will be communicated with one of the above forms of notice that will be forwarded to you.