### Art and Thrive Terms and Conditions and Purchase Policy.

- **1. Media.** On occasions Art and Thrive events may be photographed, filmed or recorded. Buying a ticket affirms your consent to the photographing, filming and sound recording of yourself as a participating member of the event. This material may be used to promote other future Art and Thrive activities and/or events. If you have any objection, should this happen when you attend one of our events, please inform one of our event artists or personnel before the start of the event.
- **2.** Confirmation of the purchase of your ticket/s will be emailed to you via the contact information that you provide to us at the point of purchase this may be via PayPal, Eventbrite or other. You may be asked to provide proof of ticket confirmation on entry to an event or venue so please make sure you bring a reference with you. Tickets are not transferable to another person or event without prior authorisation from Art and Thrive. You can contact us on <a href="mailto:info@artandthrive.com">info@artandthrive.com</a>. Please see our policy about cancellation and transfers. Art and Thrive is the trading name of Bilberry Bloom Arts.
- 2.1 Generally, every effort to admit latecomers will be made at a suitable break in the event, but admission cannot always be guaranteed.
- 2.2. Tickets are sold subject to Art and Thrive or the Event Partner's right to alter or vary the programme of an event due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange tickets.

# 3. Cancellation, transfers and refunds policy.

Tickets cannot be transferred, exchanged, or refunded once purchased without notification as set out in these terms and conditions. Art and Thrive is a trading name of Bilberry Bloom Arts.

All cancellations must be made in writing to: <u>info@artandthrive.com</u> You must make your request to cancel your tickets within the following timeframes based on a 24hr clock.

- a) Less than 48 hours' notice prior to the start time of the event No ticket transfer or refund.
- b) More than 48 hours' but less than 72 hours' notice prior the start time of the event No refund but we will offer you a ticket transfer to another event of the same ticket price, subject to ticket availability.
- c) More than 72 hours' notice prior to the start time of the event either full refund or ticket transfer to another event of the same ticket value.
- d) Once a ticket transfer has been accepted by the purchaser for an alternative event, venue and date, the ticket may not then be transferred, rolled-forward or used for subsequent events if unused for whatever reason.
- e) Ticket transfers.
  - a) No more than one (1) request may be made per person per calendar month. Additional ticket transfer requests made within 1 month of the first ticket transfer will incur an additional £10 administration fee on subsequent requests.
  - b) No more than three (3) requests may be made per person in any 12-month calendar period, regardless of whether such requests are successful or not.
- f) Refunds will be made using the same means of payment as you used for the initial purchase.

### 4. Cancellation by Art and Thrive.

If an event is cancelled by Art and Thrive, you have the option of either a full refund or exchanging the ticket for a new date/venue of the same ticket value. Art and Thrive will not provide a refund for any reason deemed beyond its control including but not exclusive to; venue closures due to acts of terrorism or public health and safety reasons but will do its upmost to offer ticket transfers to alternative Art & Thrive events subject to ticket availability. Art and Thrive will endeavour, but do not guarantee, to provide you with 24hour notice of cancellation prior to the start time of the event.

## 5. Complaints procedure and Queries.

If we need to contact you, we will use your contact details provided at the time of purchase. It is your responsibility to inform us of any changes to your contact details, both before and after receipt of tickets. Please ensure that you provide us with a valid email address as this is our preferred method of contacting you. You should also be aware that your email mailbox settings may treat our emails as junk, so remember to check your junk and/or spam folders.

If you have any queries or complaints regarding your purchase, please contact us at <a href="mailto:info@artandthrive.com">info@artandthrive.com</a>, quoting your order reference number.

Because we work with Venue Event Partners, we may need to contact one or more Event Partner for more information before responding to your query or complaint. Please note, some complaints can take up to 28 days to resolve.

If any dispute arises, Art and Thrive shall use its reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to you, us and the relevant Event Partner(s).

#### **6**. Limitation of Liability

Neither Art and Thrive nor our relevant Event Partners will be liable for any loss, injury or damage to any person (including you) or property caused (including by us and/or by the Event Partner):

- (a) in any circumstances where there is no breach of contract or a legal duty of care owed by us or the Event Partner(s);
- (b) in circumstances where such loss or damage is not directly as a result of any such breach (save for death or personal injury resulting from our negligence); or
- (c) to the extent that any increase in any loss or damage results from your negligence or breach by you of any of the terms of this Purchase Policy and/or any terms and conditions of the Event Partner(s).
- 6.1 To the maximum extent permitted by law, neither Art and Thrive, nor our relevant Event Partners, shall be liable for any indirect, consequential losses or business losses, or any exemplary, special or punitive damages arising from your purchase. In accordance with this, please note that:
  - (a) personal arrangements including travel, accommodation, hospitality and other costs and expenses incurred by you relating to the Event which have been arranged by you are at your own risk, and neither Art and Thrive nor the relevant Event Partners shall be responsible or liable to you for any wasted expenditure, including where an event has been cancelled, rescheduled or otherwise materially altered; and

- (b) neither Art and Thrive nor the relevant Event Partners shall be responsible or liable to you for any loss of enjoyment or amenity, including where an event has been cancelled, rescheduled or materially altered.
- 6.2 Unless otherwise stated in this clause 6, Art and Thrive and any Event Partners' liability to you in connection with the event (including, but not limited to, for any cancellation, rescheduling or material alteration to the programme of the event) and the Item you have purchased shall be limited to the price paid by you for the Item.6.3
- 6.3 Nothing in this Purchase Policy seeks to exclude or limit Art and Thrives' or any Event Partners' liability for death or personal injury caused by our or any Event Partners' negligence, fraud or other type of liability which cannot by law be excluded or limited.
- **7.** The terms and conditions of this Purchase Policy are governed by English law and any disputes arising out of or in connection with any order with Art and Thrive shall be read, governed and construed in accordance with the laws of England and Wales.