

# 1625 INDEPENDENT PEOPLE

## Fundraising Events Terms and Conditions

### EVENT TERMS AND CONDITIONS

By reserving places or a table and paying the fee you agree that you and your guests will abide by these conditions of entry, the event conditions and any instructions given to you in relation to the event or at the event. Anyone attending the event must be 18 years of age or above.

By reserving your place(s) you are committing to attend the event and paying the relevant cost. Places or tables are not guaranteed until payment has been received. Please note that all reservations are non-refundable unless 1625 Independent People cancels or postpones the event. Places may be transferred to another guest with written notification to 1625 Independent People no later than two weeks before the event.

### RIGHT TO CANCEL

Under The Consumer Contracts (information, cancellation and additional charges) Regulations 2013, you have the legal right to cancel your entry from the time the contract is made until the expiry of the fourteenth day following your entry being made. To exercise the right to cancel, you must inform 1625 Independent People of your decision to cancel your entry by a clear statement (e.g. a letter sent by post, fax or email) including your name and geographical address and, where available, your telephone number, fax number and email address.

### DATA PROTECTION

By attending this event, you agree that the personal information relating to you can be stored, used by 1625 Independent People in connection with the organisation, staging and administration of the event. The event may be televised, filmed and/or otherwise recorded and photographs will be taken all of which may capture your participation in the event. By attending the event all participants confirm that they are happy for such photographs, filming, recording and broadcasts or photographs taken during their participation to be used by 1625 Independent People and those authorised by us for a limited period of time, including but not limited to film, broadcast, radio, TV, publications

and publicity. If you do not want your photograph, film or recording to be used, please contact [comms@1625ip.co.uk](mailto:comms@1625ip.co.uk).

Please see here for our Privacy Notice: <https://www.1625ip.co.uk/Who-We-Are/Privacy-Notice.aspx>

## **1625 INDEPENDENT PEOPLE LIMITED EVENT TERMS AND CONDITIONS**

The agreement is entered into between:

1625 Independent People: a charity and a registered society (Co-operative and Community Benefit Societies Act 2014, reg: 23964R exempt from registration with the Charity Commission). Registered office: Kingsley Hall, 59 Old Market Street, Bristol, BS2 OER

You: as the purchaser of the tickets to the events (as hereinafter defined)

### **OPERATIVE PROVISIONS**

In these conditions, the following definitions shall apply:

**Agreement:** The agreement between you and 1625 Independent People comprised of the event conditions and these conditions of entry.

**Event:** The event as named and identified on the receipt or invoice.

**Event partners:** Means partners and suppliers working with 1625 Independent People in the organisation of the event.

**Fee:** The fee payable by you to 1625 Independent People for one or more tickets to the event.

**Guest:** A person for whom you buy a ticket for the event.

**Ticket:** A ticket to the event.

**Venue:** Means venue at which the event takes place.

### **1. PURCHASING TICKETS/ENTRY TO THE EVENT**

1.1: By applying for tickets and paying the fee, you agree that you and your guests will abide by these conditions of entry, the event conditions and any instructions given to you in relation to the event or at the event.

1.2: Anyone attending the event must be 18 years of age or above.

1.3: You must have purchased tickets and paid your invoice before the event date to be admitted to attend the event.

1.4: You agree to submit your name and the names of all of your guests along with all details requested by 1625 Independent People prior to the event date.

1.5: Neither 1625 Independent People, nor the event partners accept liability for loss or damage to your personal belongings during the event.

1.6: You may be searched on entry to the event by way of bag and person search. This is to ensure event safety and confiscation of strictly prohibited items.

1.7: 1625 Independent People reserves the right to refuse entry or eject to someone from the event.

## 2. CANCELLATION BY YOU

2.1: By reserving your ticket(s) you are committing to attend the event and paying the relevant cost. Tickets are not guaranteed until payment has been received. Please note that all tickets are non-refundable unless 1625 Independent People cancels or postpones the event. Tickets may be transferred to another guest with written notification to 1625 Independent People no later than six weeks before the event.

2.2 Right to cancel: Under The Consumer Contracts (information, cancellation and additional charges) Regulations 2013, you have the legal right to cancel your entry from the time the contract is made until the expiry of the fourteenth day following your entry being made.

2.3: In summary:

- 2.3.1: You have the right to cancel your entry within 14 days without giving any reason
- 2.3.2: The cancellation period will expire after 14 days from the day on which you made your entry, the supply of benefits is incidental to the entry into the event and does not extend the cancellation period to longer than 14 days following the day on which you made your entry.
- 2.3.3: To exercise the right to cancel, you must inform 1625 Independent People of your decision to cancel your entry by a clear statement (e.g. a letter sent by post or email) including your name and geographical address and, where available, your telephone number and email address.
- 2.3.4: If you use the registration form on the 1625 Independent People will communicate to you an acknowledgement of receipt of such cancellation on a durable medium (e.g. email) without delay.
- 2.3.5: To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.
- 2.3.6: If you cancel your entry, we will reimburse to you all payments received from you and you are not liable for any diminished value of the entry.

- 2.3.7: 1625 Independent People will make the reimbursement without undue delay, and no later than 14 days after the day 1625 Independent People receives your notification of cancellation.
- 2.3.8: 1625 Independent People will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.
- 2.3.9: If the event has taken place prior to the notification of your cancellation, the full entry fee shall be payable and no refund will be made.

### 3. CANCELLATION BY US

3.1: We may cancel the event if circumstances beyond our reasonable control arise, including, without limitation, war, civil or political unrest, terrorism or inclement weather conditions.

3.2: In such circumstances:

- 3.2.1: We will, if practicable, provide written notice of cancellation to the address we hold for you. In the event that written notice is not practicable due to the timescales involved we will use reasonable endeavours to provide other suitable methods of notice including, email, mobile phone, text message, television and radio broadcasts.
- 3.2.2: You will receive a refund of the ticket price within 28 days of the cancellation date or you can opt to donate the ticket price to 1625 Independent People.
- In the event of cancellation of the event, we will have no responsibility for any costs incurred as a result of cancellation including any travel or accommodation costs.

### 4. DATA PROTECTION

4.1: By attending this event, you agree that the personal information relating to you can be stored, used by 1625 Independent People in connection with the organisation, staging and administration of the event.

4.2: We might need to anonymise the personal information relating to you to be used by 1625 Independent People in connection with the compilation of statistical information. You cannot be identified from this information.

4.3: We will ask you whether you agree that your name, image and contact details can be used by 1625 Independent People for the purposes of:

- 4.3.1: The promotion and marketing of the event.
- 4.3.2: Promotional and marketing material in respect of similar events, other community-based activities (together known as "marketing information").

4.4: We would like to publish your personal information as part of the results of the event and we may need to pass such information to the governing body or any affiliated organisation for the purpose of insurance, permits or for publishing results either for the event alone or combined with or compared to other events.

## 5. CHANGES TO THE EVENT

5.1: We reserve the right to change the venue, or make any other amendment to the event that we deem necessary to stage the event. Any change to the event will be communicated to you at the event or sooner if practicable.

5.2: Should the description of the event change, you agree that the event is still deemed to be staged as described and that none of 1625 Independent People and our event partners will be liable to you for any refund.

## 6. USE OF MEDIA

6.1: The event may be televised, filmed and/or otherwise recorded. Photographs may be taken all of which may capture your participation in the event. When you attend any of our events we will ask you whether you agree that the personal information relating to you can be stored, used by 1625 Independent People in connection with the organisation, staging and administration of the event. The event may be televised, filmed and/or otherwise recorded and photographs will be taken all of which may capture your participation in the event. By attending the event all participants confirm that they are happy for such photographs, filming, recording and broadcasts or photographs taken during their participation to be used by 1625 Independent People and those authorised by us for a limited period of time, including but not limited to film, broadcast, radio, TV, publications and publicity. If you do not want your photograph, film or recording to be used, please contact [comms@1625ip.co.uk](mailto:comms@1625ip.co.uk).

6.2: Any audio, visual, or audiovisual recordings that you make of the event or any part of it are for personal use only and cannot be used for any commercial purpose.

## 7. LIABILITY

7.1: In no event shall 1625 Independent People be liable to you whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the agreement for any:

7.1.1: Loss or damage

7.1.2: Loss of profit

7.1.3: Loss of reputation

7.1.4: Loss of business, revenue or goodwill

7.1.5: Loss of anticipated savings

7.1.6: Pledges made on your behalf or by you to the charity

7.1.7: Consequential or indirect loss, regardless of whether the loss or damage:

- a) would arise in the ordinary course of events
- b) is reasonably foreseeable
- c) is in the contemplation of the parties, or otherwise

7.2: Nothing in this agreement shall affect the liability of 1625 Independent People and our event partners for death or personal injury caused by negligence, fraud, or any other liability to the extent it cannot be excluded or limited by law.

## **8. GENERAL**

8.1: If there is a conflict or inconsistency between any provision contained in the body of this agreement and any provision contained in the event conditions, except where provided to the contrary in the latter, the event conditions prevail to the extent of the conflict or inconsistency.

8.2: This agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

8.3: If any provision of the agreement is invalid or unenforceable, in whole or in part, the validity of the remainder shall not be affected.

8.4: The agreement does not create confer or purport to confer any benefit or right enforceable by any person not party to it.