

Gathr Tech Ltd - Tickets and Events T&Cs.

Last updated: 16.08.24

1. Definitions

1.1 **"Gathr"**, **"we"**, **"organiser"** or **"our"** mean Gathr Tech Limited (t/a London Tech Drinks), incorporated in England and Wales, Company number 14889234, whose registered office is Mark Shepherd, George View House, 36 Knaresborough Drive, London, England, SW18 4GU.

1.2 **"Attendee"** refers to the Gathr Tech Ltd Event Ticket-holder and/or Event attendee.

1.3 **"Customer"** refers to the purchaser of a Gathr Tech Limited Event Ticket (and may also be an Attendee).

1.4 **"you"** or **"your"** means a Customer or an Attendee, as applicable.

2. Accepting the Terms and Conditions (the "Terms")

2.1 The issue to you and/or the use by you of a ticket issued by Gathr (**"Ticket"**) to enter an event organised by Gathr (each, an **"Event"**) is subject to these Terms (as may be amended or replaced from time to time).

2.2 We will make these Terms available to you in a link during Ticket purchase and Event sign-up (if you are a Customer), and in the email containing your ticket(s).

2.3 In order to purchase a Ticket or attend an Event, you must firstly agree to the Terms.

2.4 You can accept the Terms by:

2.4.1 Clicking to accept or agree to the Terms, where this option is made available to you by Gathr in the online purchasing interface as part of the sign-up for the Event; or

2.4.2 By purchasing a Ticket or attending an Event. In this case, you understand and agree that we will treat your purchase of a Ticket, and/or your attendance at an Event as acceptance of the Terms from that point onwards.

2.5 Venues, ticket agents, and any other organisers may have additional terms and conditions which apply to your purchase of a Ticket and/or attendance at an Event, and we may also have additional terms and conditions, and/or guidelines, which apply to specific Events (each, **"Additional Terms"**). You are responsible for agreeing to any such Additional Terms.

3. Gathr Events

3.1 Responsibility - As an Attendee of the Event you shall have the responsibility to abide by all rules and directions given by the organiser, venue staff and agents, including these Terms and any Additional Terms. Each ticket holder or the ticket purchaser (if not the ticket holder), is responsible for ensuring that their guests (or anyone they purchased a ticket for, i.e. other Attendees) is/are aware and have a full understanding of these Terms. The organiser, its agents, staff and employees will not be responsible or liable for any loss or damage to the property of any person attending any Gathr event.

3.2 The choice of drinks provided at an Event is selected at the sole discretion of Gathr. If an Attendee wishes to consume a drink which is not provided by Gathr, then the full cost must be paid for by the Attendee.

3.3 Gathr takes no responsibility for the number of attendees nor the business roles of the attendees at an Event. No refund or partial refund will be offered due to low attendance numbers or for any other reason.

3.4 We reserve the right to refuse you admission to, or eject you from, any Event for breach of these Terms, and/or for inappropriate behaviour including the use of foul or abusive language or any behaviour likely to cause harm, damage, nuisance, or injury.

4. Refunds, Cancellations and non-attendance by the Attendee

4.1 All tickets sold by Gathr are non-refundable, other than as set out in these Terms.

4.2 Tickets cannot be exchanged after purchase other than in accordance with these Terms. If you are a business customer, Tickets may be transferred to a person within your organisation. You must email mark@londontechdrinks.co.uk to confirm the new Attendee's name.

4.3 For Events that are limited to a small number of Attendees, if more than half the Attendees cancel their attendance at an Event, Gathr may (in its sole discretion) cancel the Event, and the remaining Attendees will be given the option to either join another group of Attendees for a similar event or to get a refund of their Ticket price. For example, if Gathr organises a dinner Event for six Attendees, if three Attendees cancel, then Gathr may cancel the Event and the remaining three Attendees will be given the option to either attend an alternative dinner Event or to get a refund of their Ticket price.

5. Warranties and limitation of liability

5.1 Gathr gives no warranties in respect of any aspect of the Event (including any training course) or any materials or information relating to, or provided at, any Event/training course, and, to the fullest extent possible applicable law, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness and merchantability. Neither Gathr nor its affiliates can accept any responsibility or liability for reliance by you or any person on any aspect of the Event/training course (including any materials or information relating to or provided at any Event/training course).

5.2 Gathr does not accept responsibility for complaints or issues arising from possible food poisoning or allergies and all such complaints should be addressed or directed to our catering companies, which can be contacted through us upon request.

5.3 Before the consumption of any food or drink, it is the full responsibility of the Event Attendee to check with the venue for any and all dietary requirements including, but not limited to, allergies, intolerances, dietary requirements as well as religious requirements to ensure they meet the Attendee's requirements. Gathr takes no responsibility for the hygiene or allergen controls at any of the venues it uses nor any of the preparation of the food or drinks.

5.4 While Gathr endeavours to ensure reasonable safety and security at our Events, it must be understood that all parties attending do so at their own risk. We will not be held responsible for injuries that may be incurred as a result of attending an Event where the circumstances are outside of our control.

5.5 None of the materials or information relating to or provided at our Events (including training events and courses) is intended to constitute financial, legal, investment or other advice, and should not be relied upon as such. Information provided at our Events (including training events and courses) is not a substitute for obtaining independent advice and You are strongly advised to seek independent financial, legal, investment or other advice before making any associated decisions. Gathr, its employees, trainers, contractors or consultants do not accept responsibility for delegates' actions, and no responsibility is or will be accepted by or on behalf of Gathr for any errors, omissions or inaccuracies in any information or materials provided at any Event.

5.6 Except for the losses described in clause 5.7 below, neither Gathr nor its affiliates shall be liable for any loss of profits, anticipated profits, savings, business or opportunity, or loss of publicity or loss of reputation, or opportunity to enhance reputation, or loss of contract, for any wasted expenditure, including travel, accommodation or other costs and expenses incurred by you relating to an Event, or for any indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event or other aspect related thereto or in connection with the Terms; and our total liability to you for all other losses arising under or in connection with these Terms shall be limited to the price you paid for your Ticket(s) for the relevant Event.

5.7 Notwithstanding clauses 5.1 to 5.5 above, nothing in these Terms shall operate to exclude the liability of Gathr for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by law.

5.8 For the purposes of these Terms, “**Force Majeure**” means any cause beyond Gathr’s reasonable control including, without limitation, an act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, royal mourning, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements and/or acts or regulations of national or local governments. Gathr will not be liable to You for failure to perform, or any delay in performing, any obligation under these Terms to the extent that the failure is caused by Force Majeure.

5.9 Gathr will not have any liability to You whatsoever for loss or expenses incurred in connection with the Event or any cancellation of the Event, including, without limitation, costs of any personal travel, accommodation or hospitality arrangements made relating to the Event or the cancellation of the Event.

5.10 Gathr shall not be liable for the acts or omissions of the operators of the Venues, for any personal injury suffered at a Venue (unless due to the act or omissions of the Gathr) or any loss, theft or damage to Your property at a Venue (unless due to the act or omissions of Gathr).

6. Changes and cancellations by the Gathr

6.1 You acknowledge and agree that we reserve the right to change any and all aspects of the event course, including but not limited to, the event format, hosts, moderators, venue and time.

6.2 We reserve the right to postpone an event course at any time without liability. In these circumstances we will offer an alternative date or a credit note, or a refund if you are not able to attend any alternative dates or Events, but no compensation will be paid for any additional costs incurred.

6.3 We also reserve the right to cancel an event at any time without liability. In these circumstances, we will offer a credit note to be used towards any future event course, or a refund if you are not able to attend any alternative dates or Events, but no compensation will be paid for any additional costs incurred.

6.4 If we need to postpone or cancel an Event or any aspect of an Event has to be cancelled or curtailed owing to circumstances beyond our reasonable control, you will be able to use your Ticket at the rescheduled Event (if any) or we will give you a refund if you are not able to attend the rescheduled Event.

6.5 If we cancel or postpone an Event and either (i) we do not reschedule it to a date within twelve (12) months of the original Event date, or (ii) we reschedule it but you are not able to attend the rescheduled Event, you will be entitled to a refund of your Ticket price [or a credit note].

7. Media and Personal Data

7.1 By attending a Gathr event, you acknowledge and agree to grant Gathr the right at the event course to record, film, photograph or capture your likeness in any media now available and hereafter developed and to distribute, broadcast, use or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to Gathr includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use and/or disseminate the media.

7.2 Please see our Privacy Policy for details on how we use your personal data.

8. Governing Law and Jurisdiction

8.1 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

8.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.

9. General

9.1 Any delay or failure by a party to exercise any right or remedy provided under these Terms shall not constitute a waiver of that or any other right or remedy.

9.2 If any provision or part provision of these Terms is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but this shall not affect the validity and enforceability of the rest of these Terms.

9.3 These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms.