

Let's Paint Pompey's Terms and Conditions

Last updated on 22nd October 2019

Definitions

- Let's Paint Pompey will be hereafter referred to as "LPP".
- The term "Event" means the Event you or the person for whom you purchased the Ticket utilises the Ticket to attend.
- Payment Method – The term "Payment Method" means the method of your payment for the Ticket that you indicated during your purchase of the Ticket.
- All references herein to "you" or "your" shall mean and refer to the person who purchased the Ticket, and includes any persons that eventually utilise the Ticket to attend the Event (defined in these Terms as an "Event Attendee" or "Event Attendees").
- The term "venue" shall mean the location where the Event will take place.
- The term "Ticket" shall mean a revocable license or licenses which you or a person for whom you have purchased the Ticket may utilise to attend the Event, and includes any gift Ticket purchased.
- Work(s) of Art: The term "Work of Art" or "Works of Art" shall include any painting, drawing, sketch, or other depiction or representation uploaded to the LPP Facebook Page or otherwise exhibited, in any manner.

How the Service works

LPP is an entertainment service that will provide an evening of instruction for your Event at the venue.

LPP reserves the right in its sole and absolute discretion to make changes from time to time and without notice in how it operates the Service. Any description of how the Service works should not be considered a representation or obligation with respect to how the Service will always work, as LPP is constantly making adjustments to the Service and often these adjustments are not completely captured within these Terms.

1. Materials Provided

The Materials, including all paints, canvases, brushes, easels, aprons, and other supplies necessary for the Event (to be determined in the sole judgment of LPP) ("Equipment") will be provided for the Event. The quality of the paint, canvases, brushes, easels, aprons, may vary from event to event, and venue to venue, and may be affected by a variety of factors outside of the control of LPP.

2. End Result

LPP makes no representations or warranties about the quality of any Work of Art or individual experience at the Event. Every Work of Art created by you will be unique, and you should not

expect that your Work of Art will be a facsimile of the Work of Art depicted on LPP's picture gallery.

3. Start Time

LPP make every effort to begin the instruction at the designated start time and complete the instruction in approximately two hours and a half. However, the time it takes to begin and complete the instruction will vary based on a number of factors, and LPP makes no representation as to the exact amount of instruction time at the Event.

4. Unauthorized use of Works of Art

Works of Art are developed by, and for, LPP. With the exception of the Work of Art you create at the Event, you may not copy or reproduce Works of Art or any portion thereof, and you may not sell, lease or distribute any reproduction of any Work of Art, including the Work of Art that you create at your Event. Any unauthorized uses of Works of Art are strictly prohibited.

5. Special Painting Models

LPP offers to create special painting models on a requested topic for Private and Corporate Events. This Service costs £20. The special painting models remain the property of LPP and LPP reserves the right in its sole and absolute discretion to reuse these special painting models at subsequent Public, Private or Corporate Events.

6. Billing

Tickets shall be purchased online through the Website and via TicketTailor.com. Payments are secured and processed by PayPal. On occasions, tickets can be purchased upon arrival at the event. The Ticket is payable by cash or most of electronic payment cards using iZettle card reader. iZettle reader meets the strict security requirements from the Payment Card Industry. No sensitive data is ever stored on the mobile device. All data traffic is encrypted. By purchasing a Ticket, you are expressly agreeing that LPP is authorized to charge you a fee at the current rate for such Ticket, and any other charges you may incur in connection with your use of the Service. Please note that prices and charges are subject to change with notice.

7. Cancellation, Refund and Ticket Transfer

Customer Cancellation

Customer Cancellation must be made by email to letspaintpompey@gmail.com

LPP does not refund tickets purchased online. However, if you notify us that you are unable to attend an event at least 48 hours prior to the event start time, we can operate a ticket transfer. The transfer will allow you to attend another LPP event within 3 months You will be given a voucher code worth the value of the ticket you wish to transfer. A transfer fee of £3.00 will apply. LPP

will not operate ticket transfers within 48 hours to the event start time. Each ticket can only be transferred once.

Group Discount Tickets are not transferable, even with more than 48 hours notice.

Cancellation from LLP

LPP reserves the right to cancel or postpone events if the number of participants does not reach the threshold (6 people), or for any other reason that would prevent LPP from running an event. On exceptional occasions where LPP must cancel an event, customers who already booked for that event will be notified and receive a full refund.

8. Age restriction

LPP's events are meant for adults. LPP is not responsible in any manner if persons under the legal drinking age where the Event is being held attend the Event.

9. Right to terminate

LPP reserves the right to terminate or restrict your use of the Service, without notice, for any reason whatsoever. LPP does not warrant any of materials used in connection with the Service, nor does LPP warrant the operation of the Service.

10. Social media

If you choose to connect LPP with any Social Media Accounts, you will be able to take advantage of various social features LPP may already have or will be creating, as part of the Service, as well as features available on such Social Media Accounts. Your friends and others who have access to view information about you on Facebook may be able to see that you are a LPP customer as well as what you have created, eaten or had to drink, with whom you attended an event, and other information about your use of the Service. You may also be able to see similar information about your Facebook friends who are connected with LPP.

11. License to use our website

- (a) You may only use our website to view our pages and book event tickets, and you must not use our website for any other purposes. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- (b) This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited.
- (c) Unless you own or control the relevant rights in the material, you must not republish material from our website or exploit material from our website for a commercial purpose.

- (d) From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- (e) You must not use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (f) You must not use data collected from our website to contact individuals, companies or other persons or entities.
- (g) You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

12. Your content: license

"Your content" means "all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website".

You grant to us a worldwide, royalty-free license to use, reproduce, store and publish your content on and in relation to this website.

Your content, and the use of your content by us in accordance with these terms and conditions, must not constitute spam; be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory; cause annoyance, inconvenience or needless anxiety to any person.

13. Customer reviews

LPP encourages you to post reviews of events through the Service and on Facebook. LPP reserves the right to promote, reject, or remove such content at any time without notice. Reviews should not be posted that contain: harsh, profane or discriminatory language; illegal, obscene, threatening, defamatory or otherwise objectionable content; URLs, phone numbers, mailing or e-mail addresses, personal attacks on LPP or its personnel, misleading information regarding the origin of the content; or a discussion of LPP policies or services. You understand and agree that LPP may, but is not obligated to, review the content and may delete or remove it (without notice) in LPP's sole and absolute discretion. If you do not want your reviews to be shared in a public forum, do not use the review an event feature.

14. Venue

At the Event, you may encounter third-party services ("TPS"), including, but not limited to food and beverage service from the venue where your Event will take place. These TPS are provided solely as a convenience to you, and LPP is not responsible for and does not endorse the TPS provided by the venue where your Event will take place. You understand that you are responsible for all additional charges you incur at your Event, including, but not limited to food and beverage

charges. LPP is not responsible for and does not endorse the content of such TPS. By using such TPS, you acknowledge and agree to the following: (i) your use of any TPS may cause personally identifying information, such as a photo, to be publicly disclosed and/or associated with you, even if LPP has not provided such information, and (ii) your use of any TPS is at your own option and risk. If you have any questions, concerns, complaints, or claims about a particular TPS, you should contact the personnel of the particular TPS provider and not LPP, unless otherwise indicated by LPP.

15. Disclaimers of warranties and limitations on liability

Without limiting the foregoing, LPP assumes no liability or responsibility for any of the following (except in the case of gross negligence or willful misconduct on the part of LPP): (i) errors or omissions in the content delivered by the Service or on the Webpage or user interfaces; (ii) recommendations or advice of Customer Service; (iii) any failure or interruption in the availability of the Service and/or Webpage or user interfaces; (iv) delivery and or display of any content contained on the Webpage, or otherwise through the Service; and (v) any losses or damages arising as a result of or related to your Event, the provision of TPS at your Event, the consequences of the provision of TPS at your Event, or otherwise through the Service itself, including any losses or damages arising from the Service, Webpage, Equipment, your Event, or TPS.

We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

16. Intellectual Property

LPP is a brand developed by Caroline Champougny. The Webpages and Website including but not limited to its graphics, logos, page headers, button icons, scripts and service names constitute trade dress of LPP. The brand name and trade dress of LPP may not be used or reproduced without prior written approval from LPP and may not be used in connection with any product or service that is not affiliated with LPP, in any manner that is likely to cause confusion among customers, in any manner that dilutes the rights of LPP, or in any manner that disparages or discredits LPP. You agree that LPP is and shall remain the sole owner of all rights, title, and interest in and to any and all Works of Art, and that you shall only have the limited right to utilise a Work of Art for your Event and/or the promotion of an Event, and for no other purpose. At the conclusion of your Event, you may take your own Work of Art with you. You further agree that you will not reproduce, copy, or otherwise distribute for profit the Work of Art you created (or any reproduction thereof).

17. Image

LPP reserves the right to display and promote videos or photographs taken during the events through the Service, including the Webpage and Social Media Accounts, in any manner LPP

chooses. If you do not wish to appear on the videos and pictures, let your Art Instructor know as soon as possible at the Event. LPP will ensure that you do not appear on videos and that your face/body is pixelised if you happen to appear in the background of a picture LPP wants to publish. The Service allows you and other third parties to post reviews or comments concerning the entertainment distributed by LPP on Social Media Accounts.

18. Breaches of these terms and conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily or permanently suspend your access to our website;
- (c) commence legal action against you, whether for breach of contract or otherwise;

19. Variation

We may revise these terms and conditions from time to time.

The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions. If you do not agree to the revised terms and conditions, you must stop using our website.

20. Credit

This document was created with help from the terms and conditions template created by SEQ Legal (<https://seqlegal.com>).

Privacy policy

Last updated on May 25th 2018

The privacy terms apply to and govern the data collection and usage. It is also applicable to the ways in which we protect your personal information.

LPP is committed to protecting your privacy to give you the safest online experience.

LPP collects personally identifiable information, such as e-mail address, name, address, contact information and other aggregated data generated by our system as it tracks traffic through the website. Your data, including email address, name, events attended, and any other data given from your feedback are stored with LPP. LPP does not sell, rent or lease customer data to any third-parties.

By using the Service, you are expressly and/or impliedly consenting to receive communications from LPP relative to your purchase, including, but not limited to notices about your purchase (e.g., change in event time or venue or Payment Method, confirmation e-mails and other transactional information). LPP may also send you emails about new LPP features, events, special offers, promotional announcements and customer surveys via email or other methods. These communications are part of your relationship with LPP and you receive them as part of the Service.

If you no longer want to receive the newsletters, other promotional announcements or non-transactional communications, simply email letspaintpompey@gmail.com and ask to be removed from such future correspondence.

No disclosure of personally identifiable information is undertaken by LPP, without notice, only if required to do abiding the law or in good faith if such action is necessary to protect and defend the rights or property of LPP.

For enquiries, please write to letspaintpompey@gmail.com.