



Events

Terms and Conditions

DEFINITION

Paul McFadden Wealth Ltd. and Thrive Assets Ltd. (“PMW/Thrive”) is the designated Collecting Agent for products, services and selling tickets for the event.

References to “Client” or “Clients” or “You” in this Terms and Conditions are references to you.

References to “we” or “us” in these Terms and Conditions are references to PMW/Thrive.

ENGAGEMENT

You hereby acknowledge and agree that you have read all the terms and conditions contained in this Order Form (“Order Form”) and you agree that this Order Form together with these Terms and Conditions form a contract between you and PMW/Thrive.

INVESTMENT AND PAYMENT

You must pay in consideration of the event ticket offered by PMW/Thrive in lump sum on the signing of the Order Form by you without set off, deduction or counterclaim unless otherwise agreed;

Payments made under this agreement must be made by the means specified in the Order Form.

RECORDING

Recording is strictly prohibited at all PMW/Thrive Events. PMW/Thrive reserves the right to recall your ticket. Please note that NO taping or recording or streaming or broadcasting of any session is allowed.

NON-TRANSFERABLE

All PMW/Thrive events/products/services purchased are strictly non-transferable. You agree to bring photographic ID to enable your ticket and identity to be matched and verified at registration point.

WRISTBANDS

At some of our events, on successful registration of your ticket and ID, you will be provided with a wristband.

This wristband is your entry for the duration of the event. It's vital that you keep possession of it throughout the event.

In the unlikely event that you lose your wristband, report the matter immediately to our support staff, who will check your registration details and ID to provide you with a replacement (replacement fee: £30)

TIME AND PLACE

Your FULL PAYMENT entitles you to enter into an agreement directly with us to receive PMW/Thrive products and/or services.

You confirm that you have given a valid email address in the Order Form. We will not be responsible and/or liable for any delay and/or failure to deliver products and/or services to you resulting from your failure to supply a valid email address.

You agree that we reserves the right to amend or cancel any event timing, dates, and venue and/or substitute the speaker for any live training. We will notify you in writing of the changes made and:

- a. you are not entitled to claim for a refund or for any costs, expenses, losses, damages or liabilities which may be incurred or suffered by you as a result of such cancellation/amendment/changes
- b. you retain the right to reschedule, subject to the availability of an alternative session.

COOLING-OFF PERIOD

This agreement shall be voided if you advise us through the Ticketing System that you no longer wish to receive PMW/Thrive services and/or products, within fourteen (14) calendar days of purchase AND more than fourteen (14) calendar days prior to the event. Any and all cancellation fees and transaction fees due to the Ticketing System operator, will be deducted from any refund to you.

CANCELLATION

We may cancel the products/services for any reason whatsoever by written notice to you. You acknowledge and agree that in the event the products/services are cancelled by PMW/Thrive, you are only entitled to a refund of the Investment which you have paid to us (less any transaction fees taken by the payment processor) and that you shall not claim for any other costs, expenses, losses, damages or liabilities which may be incurred or suffered by you as a result of such cancellation.

You further acknowledge and agree that any refunds payable to you shall be paid to you by us and will be made within thirty (30) days of written notice of cancellation. You shall have no further claims against us in respect of the cancellation thereafter.

REFUNDS

You acknowledge that you shall not be entitled to and shall not claim a refund other than by strict compliance with the Cooling-Off Period clause hereof. You further acknowledge that this is an essential term of this agreement which we rely.

LIMITATION OF LIABILITY

We:

- a. exclude all terms, conditions and warranties implied by custom, the general law or statute, or which cause any part of this agreement to be void ('Non-excludable condition').
- b. limit our liability to you for breach of an Non-excludable Condition to the total amount actually paid by you under this agreement;
- c. limit our liability to you for any claim (whether arising in contract, tort or statute) for any loss or damage whatsoever suffered by you in relation to providing the opportunity to you to purchase PMW/Thrive products and/or services to the total amount actually paid by you under this agreement;
- d. exclude all liability for consequential damage (including but not limited to, lost of revenue or lost of profit) suffered by you in any way relating to the revision of the opportunity for you to purchase PMW/Thrive products and/or services or your exercise of rights under this agreement.

FORCE MAJEURE

If the provision of products and/or services as contemplated by this Agreement are prevented or cancelled because of an Act of God, inevitable accident, fire, blackout, flood, or any other calamity, or if by reason of riots, strikes or lockouts, or any other events beyond the direct control of PMW/Thrive, We may at its option postpone the delivery of the

training from the original schedule and you are not entitled to claim for a refund or for any costs, expenses, losses, damages or liabilities which may be incurred or suffered by you as a result of such postponement

GENERAL

All notices or other communications must be made to the addresses specified in the Order Form.

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it, or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

Any provision in this agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the validity or enforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.

This agreement may not be varied except in writing signed by the other party.

Should any provision of this agreement be held by a Court to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.

Entire Agreement. This Agreement constitutes the entire Agreement between PMW/Thrive and you concerning this transaction and replaces all previous communications, arrangements, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party that are not expressly stated in this Agreement shall be binding on such parties.

NO GUARANTEES/WARRANTIES

You confirm that you have been explained the scope and extent of the products and/or services covered and you acknowledge that the effectiveness of the products and/or services provided to you depend on facts not under the control of PMW/Thrive and the profitability of the same is not guaranteed.

CONSENT

You hereby confirm that you consent to your email address being used for the mailing list of PMW/Thrive for purposes of notification of products and/or services being offered by PMW/Thrive and/or its affiliates. Your email address is kept confidential, and never will be published, sold or disclosed to third parties without your explicit consent. You can remove yourself at any time by using the unsubscribe link provided at the bottom of each email we send.

INDEMNIFICATION

You agree to accept full responsibility your purchase, participation and/or the outcome of any decisions made after attending any PMW/Thrive courses or events. PMW/Thrive and its affiliated entities, associates and any of its representatives accept neither responsibility nor liability nor will it indemnify you for any and all costs, expenses, losses, damages, liabilities, which may be incurred or suffered by you as a result of these decisions.

You agree that any purchase decisions are not influenced by any prior relationship or dealings with PMW/Thrive and/or any of its officers, directors, employees or representatives. Should you enter into a contractual relationship with PMW/Thrive at/or subsequent to the event, you do so at your own risk, and acknowledge that PMW/Thrive has neither responsibility for, nor liability with regards to, any contracts or relationships entered into between yourself and us.

You acknowledge and agree that while PMW/Thrive presentation at the event is with the consent of PMW/Thrive, PMW/Thrive assumes no responsibility for the accuracy or appropriateness of any information provided at the event by PMW/Thrive.

These Terms and conditions shall be governed by Scottish Law and you and we both agree to the exclusive jurisdiction of the Scottish courts We reserve the right to alter terms and conditions with prior notice.