

BEERFESTUK LIMITED (The Company) Terms and Conditions (For the Festival)

- 1. Entry to the BeerfestUK Ltd Festival is at the discretion of the Owners, Directors and Management staff of the Company.
- 2. Once purchased, tickets for the Festival cannot be transferred, exchanged, refunded or returned unless the event is cancelled or moved to another date. Please check tickets upon receipt as mistakes cannot always be rectified.
- 3. In the event of the cancellation of the Festival the Directors of the Company will only refund the face value of the ticket. The Directors of the Company will use best endeavours to contact purchasers either by phone or email (using the details provided at the time of ordering) and advise them of the cancellation. Please note, however, it is the customer's responsibility to check whether the event is going ahead at the scheduled date, time and venue, and the Company cannot guarantee that they will inform the customer of any changes to the event date, time or venue.
- 4. No order will be accepted until the Company has received payment of the whole of the price of the tickets that is ordered. By accepting your order we bring into existence a legally binding contract between ourselves and you. Tickets will be dispatched by mail between 4-6 (four to six) weeks of the first published event date or distributed by the ticketing sub-contractor as specified in their terms and conditions. Tickets may also be downloaded during the purchasing process online.
- 5. VAT is included within the price of the ticket if VAT is chargeable.
- 6. Payments by credit or debit cards that attract an external fee will not be the liability of the Company. The company may charge a postage fee on ticket purchases made direct to the company. This fee will be displayed on our payment sites. We are currently not taking card payments except through any designated third party authorised by the Company. Ticketing sub-contractors may charge fees for card payments.
- 7. The Company cannot be held responsible for any tickets that are lost or stolen.
- 8. The Company reserves the right to cancel ticket bookings that it reasonably suspects to have been made fraudulently.
- 9. Tickets are sold subject to the Company's right to alter or vary the programme due to circumstances beyond its control without being obliged to refund monies or exchange tickets.
- 10. All personal data is managed in accordance with appropriate UK and European data protection and freedom of information legislation. For information visit www.informationcommissioner.gov.uk.

- 11. We reserve the right to refuse admission to any ticket holder if, in our reasonable opinion, admission of the ticket holder might be a risk to the safety of the customers and staff of the Festival, and/or affect the enjoyment of the customers and/or the performance of the Event by way of being a nuisance, annoyance or otherwise.
- 12. A purchased ticket allows the ticket holder entry to the venue and seating within the venue. For group bookings the booking is for a seat at a table as allocated by the Company. To allow seating capacity the Company may ask individuals to move or take up seating to maximise the safe permissible seating capacity of the venue.
- 13. The Company promotes sensible drinking and it is the responsibility of the ticket holder to take responsibility for their own actions. The ticket holder must comply with all relevant statutes, safety announcements and regulations whilst attending the event. Breach of any of these shall enable the Company to eject the ticket holder from the Festival site.
- 14. The Company is obliged to obey United Kingdom laws as laid down and specifically the Licensing Act 2003 and any subsequent amendments. In addition the Company will comply with any conditions as laid down by the Licensing Authority in the area in which the festival takes place.
- 15. Sale and Supply of Alcohol. Alcoholic and other drinks will be available at the festival for sale in accordance with the promotions shown in its publicity. No alcohol is to be brought into the Festival by customers. The Company will sell soft drinks in addition to food provided by approved caterers. Tap water will be available for free on request.
- 16. The Company has the right to limit or stop the quantities of alcohol consumed by individuals in line with the Licensing Act 2003, the Company's Sensible drinking policy, for the safety of individuals and other customers.
- 17. All alcohol will be consumed on the Festival's premises and not to be removed from the licensed premises.
- 18. Smoking or the taking of drugs (legal or non-legal) is not permitted on the Festival site. Specified smoking areas will be provided.
- 19. No person under the age of 18 years of age will be admitted into the Festival unless specifically specified. The Company reserves the right to verify customer's age by asking for suitable identification such as a driving licence, passport or Proof of Age Scheme carrying the PASS logo. An age verification policy will be in place in accordance with the Licensing Act 2003. The Company is fully compliant with Challenge 25 and PASS.
- 20. The Company may on occasions have to conduct security searches of property belonging to customers to ensure the safety of all festival goers.
- 21. No glassware is to be taken onto the dance floor, toilets or outside of the venue.
- 22. Any tokens or vouchers paid for by customers at the venue cannot be refunded.
- 23. Standing on tables and benches for safety reasons is forbidden and may lead to ejection from the festival.

- 24. Dress. The Festival management reserve the right to refuse access to the venue if the customer's dress is seen as unsuitable or may cause offence to others attending the festival
- 25. The Company cannot accept responsibility for any personal property, clothing or valuables that are lost or damaged at the Event. Any lost property that is found by the company will be retained for up to 72 hours before being handed over to the Police.
- 26. Ticket holders consent to being filmed, photographed and recorded as members of the audience. The resulting film footage, images and recordings may be used to promote future festivals that the Company may promote and its activities in print, in the media and on websites.
- 27. Any issues pertaining to the Licensing Act 2003 for England and Wales should be addressed to the Secretary of State or the Local Authority where the event is being held.
- 28. The Company will not take any liability of third parties who wish to advertise the Festival through their own means.
- 29. Any liability that the Company and its officers, directors, agents and volunteers may have to ticket holders under any circumstances will be limited to the greater of (a) the total amount expended by the individual ticket holder with the Company during the transaction giving rise to the claim; or (b) £100.
- 30. To the fullest extent permissible in law, the Company shall be entitled to assign any of its rights or obligations under these Terms and Conditions.
- 31. None of the terms of this Agreement may be relied upon or enforced under the Contracts (Rights of Third Parties) Act 1999 by any third party that is not a party to this Agreement.
- 32. If any provision of these Terms & Conditions is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision/s and remainder of the Agreement valid or enforceable.
- 33. The Company reserves the right to alter or amend these terms and conditions without prior notification.
- 34. The Company is a limited trading company, registered number 0770091. Registered office: 10 Chetwynd Drive Southampton SO16 3HZ.