

CLARE MAY BALL 2018: TERMS AND CONDITIONS

1. Definitions and Interpretations

- 1.1 In these Terms and Conditions, the following definitions apply:
 - 1.1.1 The 'Committee' refers to the Clare May Ball 2018 Committee and its members.
 - 1.1.2 The 'Event' refers to Clare May Ball 2018.
 - 1.1.3 The 'Venue' refers to the entire premises on which Clare May Ball 2018 takes place, including areas used by the Committee for the purposes of the Event.
 - 1.1.4 The 'Primary Ticket Holder' denotes the eligible person placing an order. This person shall also be known as the 'Applicant' until the application is successful and the 'Ticket Holder' while and after the application is successful.
 - 1.1.5 A 'Ticket' refers to the official uniquely identified electronic code that shall be issued by the Committee.
 - 1.1.6 A 'Guest' denotes any additional persons for whom the Ticket Holder purchases a ticket.
 - 1.1.7 'Attendees' include Ticket Holder(s) and Guest(s).

2. General Terms and Conditions

- 2.1 All Tickets are sold and issued subject to these Terms and Conditions. .
- 2.2 By applying for, purchasing, holding or using a Ticket, the Applicant and/or Ticket Holder agrees that they shall comply with and accept these Terms and Conditions. If the Applicant and/or Ticket Holder is purchasing tickets for Guest(s), they submit to this agreement on behalf of the Guest(s) on their application. All Attendees are deemed to have accepted the terms and conditions contained within this document.
- 2.3 By applying for, purchasing, holding or using a Ticket, the Applicant and/or Ticket Holder agrees that they and all Guest(s) are over the age of 18. The Applicant and/or Ticket Holder understands that proof of age may be required by the Committee and agrees to furnish such proof upon request by the Committee. Failure to furnish proof for the Applicant and/or Ticket Holder and/or Guest(s) will lead to a refusal of admission to or removal from the Venue without refund at the Committee's absolute discretion.
- 2.4 Each ticket has the option to add a discretionary charitable donation to Red Balloon Learner Centre and Winter Comfort.
- 2.5 The Committee reserves the absolute right to amend, add or replace these Terms and Conditions.
- 2.6 In the event of any dispute, all decisions of the Committee are final.

3. Ticket Applications

- 3.1 Completion and submission of a Ticket Application Form to the Committee constitutes an irrevocable and binding offer to the Committee to purchase Tickets for the Event. The Applicant understands that, once submitted, the Applicant may not be able to amend, alter, withdraw or cancel the application, without the Committee's permission. The Applicant understands that further charges may apply if such permission is granted.
- 3.2 Submission of a Ticket Application Form does not constitute purchase of a Ticket. Only confirmation of receipt of payment will constitute purchase of a Ticket.
- 3.3 The Applicant is solely responsible for the submission of the Ticket Application Form in a complete and correct form. The Committee reserves the right to reject incomplete, changed, damaged or incorrect Ticket Application Forms.
- 3.4 The Committee is not liable for the incorrect entry of information on Ticket Application Forms, lost or incomplete Ticket Application Forms, technical failures of the Internet or ticketing site, or failure of computer hardware or software that prevent the complete submission of a Ticket Application Form.
- 3.5 By submitting the Ticket Application Form, the Applicant agrees to pay in full upon request the amount owed to the Committee within 7 days of application confirmation, unless an exception has been granted in rare circumstances deemed appropriate by the May Ball President.
- 3.6 If false, misleading, or incorrect details are provided by the Applicant, those affected Ticket(s) will be forfeited and the Committee will redistribute for general sale without refund. The Committee may vary this condition if the Applicant emails the Ticketing officer with the rectified details immediately, in reasonable time as determined at the sole discretion of the Committee.
- 3.7 The Committee may at any time remove the application from the application process at its sole discretion.

4. Allocation, Price and Payment (General)

- 4.1 The price of the Ticket(s) shall be the price set at the time the Ticket Application Form is received. All prices are inclusive of VAT but exclusive of any other fees which may apply.
- 4.2 The Applicant and/or Ticket Holder is responsible for any/all bank charges and fees that are incurred.
- 4.3 The Applicant and/or Ticket Holder is solely responsible for ensuring that they have sufficient cleared funds on his or her nominated payment card, or in their nominated bank account, at the time payment is taken by the Committee.

- 4.4 If payment cannot be taken because of a failure to adhere to clause 4.3 or for any other reason, the Committee reserves the right to refuse the application and redistribute the Ticket(s) for general release.
- 4.5 Tickets are non-transferable and must not be resold. Any attempt to sell or swap a Ticket may result in the Tickets being cancelled.
- 4.6 A Ticket which represents the incorrect ticket-category for the Attendee is invalid and will not be refunded.

5. Receiving Tickets

- 5.1 Tickets will only be issued if the full balance on an order, including any additional charges, has been paid.
- 5.2 Tickets will be sent to the email address supplied on the Ticket Application Form. If for any reason this is not possible, the Ticket Holder takes responsibility for collecting Tickets at a time and place specified by the Committee.
- 5.3 If collection is done in person, a Ticket may only be collected by the Ticket Holder or, if prior arrangement is made with the Committee, a nominated Guest. In such circumstances, valid photographic identification and the ID numbers of the Tickets will be required.
- 5.4 The Committee accepts no liability for loss of or damage to Tickets after they have been issued.
- 5.5 Once the Tickets are dispatched, it is the Ticket Holder's responsibility to check that all Tickets (for the Ticket Holder and Guest(s)) have been received and that they contain no errors. If there are any errors, it is the Ticket Holder's responsibility to notify the Committee of the errors immediately and at any rate not more than seven days after receiving the Tickets, so that tickets may be replaced.

6. Tickets

- 6.1 Each Attendee must have a Ticket to enter the Venue. The Committee reserves the right to refuse entry to any person without a Ticket.
- 6.2 All Tickets remain the property of the Committee.
- 6.3 Ticket Holders and their Guest(s) have responsibility for Tickets in their possession. Tickets must be retained at all times whilst in the Venue and Tickets must be produced for inspection upon request by any official, steward or member of the Committee. Failure to produce a valid Ticket may result in removal from the Venue.
- 6.4 Upon request, a Ticket Holder and/or Guest must show their Tickets and/or proof of their identity with appropriate photographic identification. Failure to do so may result in the individual's removal from the Venue.

- 6.5 Removing any part of, altering, or defacing a Ticket may result in entry being refused.
- 6.6 Unless otherwise specified, if a Ticket Holder and/or Guest leaves the Venue at any point during the Event for any reason, they may not re-enter. There are no pass-outs or readmissions of any kind except in cases of emergency evacuation.
- 6.7 The Committee shall not be liable or compensate for lost, stolen, forgotten or damaged Tickets.

7. Ticket Cancellation, Refunds and Name Change

- 7.1 The Ticket price can be cancelled and refunded up to 14 days after allocation of a ticket. Cancellation and refund will not be considered unless in exceptional, individual cases, the Committee may at its absolute discretion consider refunding a ticket (subject to a £35.00 charge) up to 14 days before the date of the Event.
- 7.2 No applications for refunds following non-attendance of the Event will be considered under any circumstances.
- 7.3 The Ticket Holder can apply for a 'Name Change' up to 14 days before the date of the Event.
- 7.3.1 Name Change for a single Ticket is free of charge until 23:59 31 March 2018 and subject to a £25.00 fee after this date
- 7.3.2 If the Ticket is discounted, and the new Ticket Holder is not entitled to the associated discount, the price difference will also be charged.

8. Liability

- 8.1 Attendees of the Event acknowledge and accept the risks and dangers inherent in attending the Event, and each Attendee is responsible for his or her own safety.
- 8.2 Each attendee of the Event will be liable for costs of repair and/or replacement of the equipment that is damaged due to misuse and/or abuse caused by him or her. The Committee takes no responsibility for any personal injury or damage due to misuse and/or abuse of the equipment present on the site of the Event.
- 8.3 The Committee, Clare College, its contractors, agents and/or suppliers do not accept any responsibility for any loss, theft, or damage to personal property of a Ticket Holder and/or Guest. A Ticket Holder and/or Guest releases the Committee, Committee members, Clare College, its contractors, agents and/or suppliers from any liability for any loss and/or damage to personal property they may suffer in relation to their attendance of the Event.
- 8.4 The Committee, its members, and/or any other person involved in the organisation of the Event shall not be liable for any failure to perform any obligation under these Terms and Conditions to the extent that failure is caused by *force majeure*.

- 8.5 Except as required by law, the Committee, its members, and/or any other person involved in the organisation of the Event shall not have any further liability to a Ticket Holder and/or Guest beyond the face value of the ticket purchased, or may be liable for any indirect losses or damages including, but not limited to, loss of enjoyment, goodwill or profit, and/or travel or accommodation expenses.
- 8.6 The Committee does not guarantee that all content offered through its website and ticketing system will always be available or uninterrupted, timely, secure or free from bugs, viruses, errors and omissions. The Committee is not responsible for any loss and/or damage occurring through use or interruption of the site or ticketing system.

9. Cancellation or Curtailment

- 9.1 The Committee reserves the right to cancel the Event at its discretion at any time.
- 9.2 If the Event and/or any aspect of the Event has to be cancelled or curtailed owing to *force majeure*: unforeseeable circumstances or circumstances beyond our reasonable control, including but not limited to an Act of God, national or local emergency, a period of national mourning, acts or omissions of Government, local or competent authority, the police, industrial disputes of any kind, fire, or severely adverse or inclement weather conditions such as to make the holding of the Event impossible, a danger to attendees, prohibitively expensive or otherwise impossible to operate and/or continue with, the Committee are not obligated to refund any part of the Ticket price.
- 9.3 If the Event or any aspect of the Event has to be cancelled or curtailed owing to unforeseeable circumstances or circumstances beyond our reasonable control, no additional fees and/or charges beyond the face value of the Ticket(s) will be refunded under any circumstances.

10. Data Protection

- 10.1 The Committee will, subject to the applicable law, use, process, store, and transfer any information provided by the Applicant and/or Ticket Holder, in any way which it may require.
- 10.2 There may be photographers on site during the Event. Ticket Holders and/or Guests accept that photographs may be taken of you during the Event and that these may be released into the public domain; examples of uses include, though are not limited to, publication on the Event website, journalistic uses and as part of any mementos of the Event. The Committee will retain the copyright of these photographs.

11. Restricted Items and Prohibited Behaviour

- 11.1 Attendees of the Event are prohibited from transporting into the Venue any firearm, ammunition, dangerous weapon or object, explosive, chemicals or incendiary device. Any Attendee who is found to be in possession of any of the above items will have the items seized, shall be removed from the Venue and may be subject to arrest and/or prosecution by the relevant authorities.
- 11.2 No objects that may cause damage to persons and/or property, and/or cause disturbance to the regular and orderly execution of any part of the Event (as determined by the Committee at its sole discretion), may be brought into the Venue.
- 11.3 Any behaviour by any Attendee that, in the Committee's view, creates a dangerous situation, puts at risk an individual's personal security, is against public order, interferes in any way with the orderly execution or enjoyment of any part of the Event is forbidden and may result in a refusal of admission to or removal from the Venue without refund.
- 11.4 Attendees must comply with the Event's dress code. Failure to do so may result in removal from, or refusal of entry into, the Event.
- 11.5 The Committee and/or its agents reserve the right to conduct searches of persons or property to verify any belief that the terms and conditions laid out here are not being adhered to.

12. Persons with Disabilities

- 12.1 Persons with disabilities may be refused access to certain areas of the Event due to emergency evacuation protocols. It is the Ticket Holder's responsibility to notify the Committee of their disability. The Committee reserves the right to implement the necessary access restrictions in all circumstances during the Event, whether or not the proper notification has been given by a Ticket Holder.

13. Jurisdiction and Governing Law

- 13.1 The Terms and Conditions are exclusively governed by the laws of England and Wales and any disputes arising out of any transaction are subject to the exclusive jurisdiction of the English Courts.