



TERMS & CONDITIONS

The Oriel College Commemoration Ball 2015

1 Definitions

1.1 In this Contract the following words have the meanings set out below:

- “Ball” means the Oriel Commemoration Ball on 26 June 2015
- “Ball Committee” means the volunteers who are organisers of the Oriel Ball.
- “Banquet” means the meal in Oriel Hall, which only Category B Tickets will have access to.
- “Booking Form” means the page for the booking of Tickets accessed from the Ball Website (<https://orielball.uk/tickets>).
- “Category” refers, in relation to Tickets, to one of the categories set out in clause 3.1.
- “Confirmation” means the confirmatory email that sets out your booking reference, which will be sent to You when You make your booking online and which You are prompted to print out.
- “Contract” means this contract for the purchase of Tickets made between You and Oriel.
- “Current Member” means any person who is a member of the Senior, Middle, or Junior Common Room of Oriel at the time of purchasing a Ticket.
- “Former Member” means any person who has formerly been a member of the Senior, Middle, or Junior Common Room of Oriel, but is no longer a Current Member at the time of purchasing a Ticket.
- “Guest(s)” means any additional person(s) for whom You purchase a Ticket.
- “Non-Member” has a meaning that excludes any person who is a Current or Former Member of Oriel.
- “Oriel” means The Provost and Scholars of the House of the Blessed Mary the Virgin in Oxford, commonly called Oriel College, of the Foundation of Edward the Second of famous memory, sometime King of England, OX1, 4EW.
- “Oxford” means the University of Oxford.
- “Ticket” means any tickets offered for sale by the Ball Committee for attending the Ball. A Ticket is issued in the form of an e-receipt that is emailed to You.
- “University Card” means a University of Oxford Card, commonly called a Bod Card.
- “You” means the person who has purchased the Ticket.

1.2 The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

2 General Terms

2.1 Your Contract with the Ball Committee will be concluded as follows:

- 2.1.1 Completion of the Booking Form (including, for the avoidance of doubt, the provision of your credit or debit card details) shall constitute an offer by You to purchase Tickets subject to these terms and conditions.
- 2.1.2 Upon electronic receipt of the Booking Form, the Ball Committee will check that You have completed all parts of the Booking Form and confirm that You have sufficient funds to cover the total cost of the booking (if You are paying by credit or debit card). Upon confirmation of



these details, the Ball Committee will charge your credit or debit card accordingly and a Confirmation email will be sent to the email address You provide, which shall constitute its acceptance of your booking. If the Ball Committee receives prompt notification that the Confirmation was not delivered successfully, then the Ball Committee will use reasonable endeavours to notify You of your booking by other means.

- 2.2 The Ball Committee reserves the right to amend the terms and conditions of this Contract. All amendments will be published on <https://orielball.uk> prior to the Ball.
- 2.3 You are entirely responsible for entering your details, and those of your Guest(s), correctly on the Booking Form. You warrant that all details supplied by You are true and accurate. If false or misleading details are provided on the Booking Form, your Tickets will be forfeited. If You have already paid for your Tickets, your payment may be refunded to You. Applications for refunds in such circumstances must be addressed by email to tickets@orielball.uk with the subject line 'Exceptional Circumstances'.
- 2.4 It is your responsibility to check that the details on the Tickets issued to You are accurate. The Ball Committee takes no responsibility for errors in your booking once processed.
- 2.5 If You make a booking that includes a/some Guest(s) Ticket, You accept these terms and conditions on behalf of your Guest(s) and You are responsible for all payments due in respect of both your Ticket and that of your Guest(s). You undertake to inform your Guest(s) of the terms and conditions of this Contract. You are responsible for ensuring that your Guest(s) behave(s) in accordance with this Contract.
- 2.6 It is the intention of the Ball Committee that all terms of the agreement between the Ball Committee and You are contained in this Contract.
- 2.7 If any part of this Contract is not enforceable then this will not affect the enforceability of any other part.
- 2.8 This Contract shall be governed by English Law and all disputes shall be submitted to the non-exclusive jurisdiction of the English Courts.

3 Categories of Tickets

- 3.1 The Categories of Tickets for the Ball are as follows:

Category A

- Current Member Non-Dining
- Former Member Non-Dining
- Non-Member Non-Dining

Category B

- Current Member Dining
- Former Member Dining
- Non-Member Dining

Category C

- VIP Alumnus



- 3.2 You may not purchase Tickets of more than one Category; any Guest(s) must therefore hold the same Category of Ticket as You. If You attempt to purchase Tickets in more than Category, your Tickets will be forfeited. If You have already paid for your Tickets, your payment may be refunded to You. Applications for refunds in such circumstances must be addressed by email to tickets@orielball.uk with the subject line 'Exceptional Circumstances'.
- 3.3 Requests to change the Category of your Tickets will be considered if received before 15 May 2015. If your request to change your Tickets to a Category for which a lower price applies is granted, and You have already paid for your Tickets, the difference in price may be refunded to You. Applications to change the Category of your Tickets must be addressed by email to tickets@orielball.uk with the subject line 'Exceptional Circumstances'.

4 Ticket Availability

- 4.1 You must declare what college You come from and provide a valid e-mail address when You purchase a Ticket; You may provide the name and email address for your Guest(s).
- 4.2 From 8 November 2014, Tickets will only be available to Current Members of Oriel; each Current Member of Oriel may purchase a Ticket for themselves and only one Guest.
- 4.3 From 22 November 2014, Tickets will be available for all Oxford students; each Oxford student may purchase a Ticket for themselves and up to nine Guests.
- 4.4 Category C Tickets are only available to Former Members.
- 4.5 Tickets are only available to persons who are at least 18 years of age. By submitting a Booking Form You warrant and confirm to the Ball Committee that You and any Guest(s) for whom You purchase a Ticket are at least 18 years of age. Persons under 18 years of age will not be permitted to enter the Ball. Any person under 18 years of age who is found attending the Ball will be required to leave immediately.
- 4.6 Tickets are generally non-transferable. No change to your name will be permitted. Requests to change the name of your Guest(s) will be considered, and permitted at the Ball Committee's discretion, if received before 15 May 2015. Applications to change the name of your Guest(s) must be addressed by email to tickets@orielballuk with the subject line 'Exceptional Circumstances'.
- 4.7 You must provide your name exactly as stated on a current and two valid identification documents, being one, a: University Card and two: a photocard driving licence, passport or national identity card. No other form of identification will be accepted. If there is any discrepancy between the names stated on your identification document and on your Confirmation will not be permitted. Identification documents may also be checked during the Ball. You must collect Tickets for your Guest(s) in person with them in attendance.
- 4.8 The Ball Committee will then contact people on the mailing list in order of joining it if any more Tickets become available.



5 Ticket Entitlements

- 5.1 Holders of Category A Tickets may access all public areas of the Ball and participate in all activities, except the Banquet and those areas and activities reserved for holders of Category B and Category C Tickets and their Guest(s).
- 5.2 Holders of Category B Tickets may, in addition to the entitlements set out in clause 5.1, access the Hall and participate in the Banquet. They may not access those areas and activities reserved for holders of Category C Tickets and their Guest(s).
- 5.3 Holders of Category C Tickets may, in addition to the entitlements set out in clause 5.1, access those areas and participate in those activities reserved for them. Information about these areas and activities will be given to Category C Ticket holders prior to the Ball.

6 Terms of Payment

- 6.1 All Tickets must be paid for in full at the time of booking, either by debit or credit card.

7 Entry to the Ball

- 7.1 Entry to the Ball will be at the times and by the routes published on <https://orielball.uk> prior to the Ball. Entry after the advertised times will not be permitted. In accordance with the terms of its licence agreement, the Ball Committee will refuse entry to any person in a state of intoxication or whose conduct is deemed to be conducive to a breach of the peace.
- 7.2 Entry to the Ball will not be permitted to any person not wearing a genuine wristband. Any person who is found attending the Ball without a wristband will be required to leave immediately. Arrangements for collecting wristbands will be emailed to You and published on <https://orielball.uk> prior to the Ball.
- 7.3 The dress code for the Ball is white tie (i.e., white bow tie and tails, ball gowns or full length gowns). Other suitable evening dress will also be accepted at the discretion of the Ball Committee. The Ball Committee reserves the right to refuse entry to any person who fails to adhere to this dress code.
- 7.4 If You or your Guest(s) leave(s) Oriel at any point during the Ball, re-entry will not be permitted.

8 Conduct at the Ball

- 8.1 You and your Guest(s) must wear your wristbands and must carry your identification documents at all times during the Ball.



- 8.2 You and your Guest(s) must abide by all rules and directions given by the Ball Committee, its agents and servants at the Ball.
- 8.3 Smoking is prohibited by law in any indoor, partially enclosed or under-cover area within Oriel (including all archways between quadrangles and all marquees). Smoking is only permitted in designated areas on site during the Ball.
- 8.4 The Ball Committee does not permit glasses or glass containers, picnic hampers, rucksacks or bulky luggage to be brought onto the site.
- 8.5 No alcohol is permitted other than that supplied on the premises.
- 8.6 The Ball Committee reserves the right to expel any person from the Ball (taking any appropriate action that may be necessary to enforce this right) before or during the Ball if it is necessary to do so. In particular, the Ball Committee reserves the right to expel any person who in any way fails to comply with this Contract or who engages in inappropriate behaviour, including but not limited to, behaviour that, in the reasonable opinion of the Ball Committee, might affect the running of the Ball or might pose a risk to the health or safety, or the enjoyment of, any person attending the Ball (including You or your Guest(s)); examples of such behaviour include anti-social, offensive, violent and illegal behaviour. The Ball Committee may also, on certain occasions, conduct security searches.
- 8.7 The Ball Committee aims to provide a safe, welcoming environment for all of its visitors. The Ball Committee recommends that You and your Guest(s) keep valuable personal belongings with You at all times. In the absence of any negligence by the Ball Committee or external staff You will be responsible for any loss, theft or damage to your belongings, including belongings left in the cloakroom facilities.
- 8.8 Strobe lighting, smoke effects, gunshots, and pyrotechnics may be used at the Ball.
- 8.9 The Ball Committee is committed to providing access to all and is happy to make any reasonable adjustments to ensure that You and your Guest(s) enjoy the Ball. You must address any specific concerns regarding the Ball Committee's ability to accommodate You or your Guest(s), by 15 May 2015, by email to tickets@orielball.uk with the subject line 'Exceptional Circumstances'.

9 Refunds, Alterations and Cancellations

- 9.1 The Ball Committee does not permit Tickets to be refunded after purchase, except as specified in this Contract. In particular, no request for a refund following non-attendance at the Ball will be considered under any circumstances. Where monies are refunded, such refunds are limited to the face value of the Tickets purchased.
- 9.2 If You are unable to attend the Ball and inform the Ball Committee before 15 May 2015, then the Ball Committee will do everything within its power to find another buyer for the Ticket. If another buyer can be found, You will receive a full refund.
- 9.3 In the event that the Ball must be cancelled or curtailed due to unforeseeable circumstances or circumstances outside the Ball Committee's reasonable control, the Ball Committee may refund up to half of the face value of your Tickets. Applications for refunds must be addressed by email to tickets@orielball.uk with the subject line 'Exceptional Circumstances'. The Ball Committee will not be liable for additional travel or accommodation expenses.



- 9.4 All Tickets are sold subject to the Ball Committee's right to make any alterations in the menus, cast, programme or arrangements advertised at any time, including during the Ball, and without prior notice.

10 Liabilities of the Ball Committee

- 10.1 Subject to clause 10.3 below, the Ball Committee will only be liable to You for direct losses arising as a result of a breach of this Contract by the Ball Committee or of a fraudulent statement or negligent act by the Ball Committee arising under or in connection with this Contract.
- 10.2 The Ball Committee's total liability under clause 10.1 above shall be limited to the total face value of your Ticket.
- 10.3 Nothing in this clause or this Contract excludes or limits the liability of the Ball Committee for death or personal injury caused by the Ball Committee's negligence or fraudulent misrepresentation.
- 10.4 The Ball Committee will not be liable for any losses incurred by You in connection with your use of the Ball Committee's website, for any delay in using or your inability to use the website, for any information or Tickets obtained through the website or for any material posted to the website by the Ball Committee or by users of the website.

11 Data Protection

- 11.1 The Ball Committee will collect, use, store and disclose your personal details in accordance with our privacy policy. The Ball Committee will only share your details if prompted to by the police or a regulatory government authority. The Ball Committee may also share your email address with third party official Ball sponsors. If You wish to prohibit the Ball Committee from sharing your email address with third parties, please email tickets@orielball.uk with the subject "Data Protection".
- 11.2 The Ball Committee and permitted third parties may carry out photography, filming and sound recording during the Ball. By purchasing Tickets You consent to the inclusion of You and your Guest(s) in, and to the exploitation of, any such photographs, films and recordings without payment. As appropriate, the Ball Committee and permitted third parties will retain the copyright in these photographs, films and recordings.



12 Website Use

- 12.1 The Ball website (<https://orielball.uk>) is for your own personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from this website.
- 12.2 All contents of this website, including any software, are protected by intellectual property rights and other related rights. No part of this website may be reproduced in any form (electronically or otherwise) without the prior consent of the Ball Committee other than temporarily in the course of using the Ball website's booking service.
- 12.3 You are not permitted to link to or to use all or any part of the Ball website for any reason that is unlawful, defamatory, harmful, obscene or objectionable and, in particular, You are not permitted to transmit anything that, in the Ball Committee's opinion, harms its business or in any way offends other users or persons.
- 12.4 You are not permitted to alter the Ball website in any way or post onto or transmit to the Ball website, any material containing software viruses or files that may damage or disrupt the good working order of computer or telecommunications equipment.
- 12.5 The Ball Committee reserves the right to refuse or remove anything that is transmitted via or posted on the Ball's website and that, in the Ball Committee's opinion, is objectionable or does not comply with this Contract. The Ball Committee shall not in any way be liable for such actions.
- 12.6 The Ball Committee may record, preserve, trace and disclose anything that has been transmitted to, from or via the Ball's website, where required by law or where the Ball Committee is acting in good faith.
- 12.7 The Ball's website may contain hyperlinks to websites operated by parties other than Oriel. The operation of such websites is outside the Ball Committee's control and You proceed at your own risk. The Ball Committee does not endorse or sponsor and is not liable for the products, services or content You access through any linked site.

