



**VENTNOR
INTERNATIONAL
FESTIVAL 2017**
11 August · Isle of Wight

EVENT TERMS AND CONDITIONS

"Event" means the event which you have bought a Ticket to attend, the Ventnor International Festival (VIF)

"Promoter" or **"Us"** for Ventnor International Festival means Ventnor Exchange and the Ventnor Exchange Trading Company Ltd as well as any all subsidiaries, holding companies, any subsidiaries of its holding companies and its agents, contractors, sub-contractors, representatives, servants and employees.

"Terms and Conditions" means these terms and conditions.

"Venue" means the site at which the Event takes place, which is various venues and sites in Ventnor, Isle of Wight, UK.

"Ticket" means any valid ticket or wristband which permits You to attend the Event or any valid wristband for which You have exchanged Your valid ticket at the Event

"You" means you as the holder of the Ticket and **"Your"** shall be read accordingly.

A. Status of these Terms and Conditions

1. These Terms and Conditions incorporate, and should be read in accordance with, the terms and conditions of the authorised ticket agent from which You purchased Your Ticket, copies of which are available upon request from the relevant authorised ticket agent. In the event of any inconsistency between these Terms and Conditions and the terms and conditions of the relevant authorised ticket agent, these Terms and Conditions shall prevail.

2. All Tickets are sold subject to these Terms and Conditions. Please read these Terms and Conditions carefully prior to purchase and raise any queries with the Promoter prior to purchase. Purchase of any Ticket constitutes acceptance of these Terms and Conditions on Your behalf and on behalf of any person for whom You are purchasing Tickets.

3. These terms and conditions are subject to change from time to time without notice and in our sole discretion. We will notify You of amendments to these terms and conditions by posting them to this website.

B. Tickets, Times, Refunds and Cancellation

1. Only customers holding a valid Ticket will be admitted to the Event. There are a limited number of Tickets (and different types of Tickets) available for the Event, and therefore purchase of Tickets is strictly subject to availability.
2. You must retain this Ticket, or a valid Wristband which you have exchanged your Ticket for, on Your person at all times during the Event.
3. Your Ticket or Wristband may be invalidated if any part of it is removed, altered or defaced.
4. Upon purchase, please check Tickets carefully as mistakes cannot always be rectified after purchase. Tickets are not issued on a sale or return basis and refunds will not be made on returned Tickets unless provided for under these Terms and Conditions.
5. The Promoter will not be responsible for any Ticket that is lost, stolen or destroyed. You are solely responsible for the safe-keeping of Your Ticket. It is not always possible to issue duplicate Tickets. If duplicates are issued, a reasonable administration fee may be charged.
6. Price and availability information is subject to change without notice.
7. Tickets are barcoded and each barcode is unique and only allows one entry to the Event. From time to time we may choose to use other forms of tickets, such as RFID, as ticketing technology develops. Each ticket will be coded to ensure the relevant number of permitted entries only. Tickets purchased from Festicket.com will be provided with a voucher for the same purpose. This must be exchanged at the Event for a valid Wristband.
8. Ownership or possession of a Ticket does not confer any rights (by implication or otherwise) on You to use, alter, copy, or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the Ticket.
9. Tickets are personal revocable licences and shall at all times remain the property of the Promoter and subject to these Terms and Conditions. This extends to vouchers or other proof of purchase provided by an authorised sub-agent. You may not re-sell or transfer a Ticket for commercial gain. If a Ticket is re-sold, transferred or advertised for profit or commercial gain or used for competitions, promotions or hospitality packages by anyone other than the Promoter, or an authorised sub-agent, it will be void and You will be refused entry to, or ejected from, the Venue without refund.
10. Tickets are sold subject to the Promoter's right to alter or vary the published Event programme which may result in changes to the performance line-up, playing times or any other aspect of the Event. The Promoter reserves all rights in this regard. Any published start and finish times of a performance at the Event are estimates only and are subject to change. The Promoter shall not be liable for any change of a published start or finish time.
11. All advertised times are approximate and subject to change. It is Your responsibility to make appropriate arrangements to ensure that You arrive at each venue at which the performance or event You wish to see is taking place in sufficient time in case the Event or performance starts early or otherwise, and to ensure that You are able to stay until the close of the Event or performance should You wish to if it overruns. We will not be responsible to make any refund or meet the costs of any alternative travel arrangements or for any loss of enjoyment or other indirect loss as a result of an Event not running to the precise advertised times.
12. Tickets cannot be exchanged or refunded unless the Event is cancelled, rescheduled or there has been a material change of the Event. A 'material' change is a change which, in our reasonable opinion, makes the Event materially different to the Event that purchasers of the Ticket, taken generally, could reasonably expect. Changes to performance times, supporting acts and the use of understudies in a theatre performance shall not be considered a material alteration. A material alteration is judged, in our absolute discretion, by reference to the nature and billing of each Event. The Event is judged, in our absolute discretion,

by reference to the overall theme rather than the individual act scheduled to appear. No scheduled acts may be considered as headline acts, regardless of their relative fame or prominence in the billing, and so cancellation by an artist will not entitle You to a refund, regardless of their position on the bill.

13. Refunds should be obtained from the point of purchase, no later than 3 months after the Event.

14. Liability for the cancellation or rescheduling of an Event, or for material changes to an Event, will be limited to a refund as set out in these terms and conditions. The total refund for a Ticket shall be the face value of the Ticket purchased. Personal arrangements including travel, subsistence and accommodation in relation to the Event which have been arranged by You are made at Your own risk and neither the authorised ticket agent nor the Promoter will have any liability for any such loss of enjoyment or wasted expenditure in addition to refunding the face value of the Ticket. Where the cancellation takes place part-way through an Event, You may only be entitled to a refund of part of the face price which You paid for the Ticket.

15. No refunds or compensation will be considered for any reason other than as set out in clause 12.

16. Please refer to the terms and conditions of the authorised ticket agent from which You purchased Your Ticket for details of how to claim a refund. The point of sale may not make a refund if You fail to follow the instructions provided within the notified timeframes. Refunds will only be made to the person who purchased the Tickets.

17. It is Your responsibility to check that the Event has not been cancelled, rescheduled or made the subject of a Material alteration. Information on such matters will be made available on behalf of the Promoter as soon as reasonably practicable on the Promoter's and/or Venue's website and/or at the Venue. Customers are advised that the website cannot always be updated immediately and that circumstances giving rise to cancellation, postponement or Material alterations can sometimes arise immediately prior to an Event.

18. Tickets will not be refunded where they have been used to gain entry to the Event, or where You are able to and choose to attend a postponed Event.

19. Tickets are not transferrable and cannot be exchanged.

C Unauthorised Ticket Agents and Touting

- Tickets bought from unauthorised agents are not valid and admission will not be granted to the Event with any Ticket bought from unauthorised agents. To be as safe as You can and to avoid obtaining an unauthorised ticket, follow these simple guidelines. Please note that these guidelines are not intended to be an exhaustive list of precautions which You should take to avoid obtaining an unauthorised Ticket.

- Do not buy from an unofficial ticket agent. If You are in doubt as to whether or not a ticket agent is authorised please consult the Event website or contact us in advance of the ticket purchase and we will be happy to assist. You can contact us in respect of the Event at: hello@vfringe.co.uk

- Do not buy from internet auction sites or exchange/buy tickets on social networking sites such as Facebook.

- If You live in the UK do not buy from a website with an overseas office address, or with no registered address shown.

- Do not buy from another individual or tout, either in advance of, or outside, the Event.

1. If we are aware that You have bought Tickets anywhere other than from official authorised outlets You will not be granted access to the Event. Tickets are non-transferable,

which means that once purchased You cannot sell them on to others. The Promoter will be unable to assist You if You have bought from an unauthorised source, as we will have no purchase history available for the Ticket.

2. If You do encounter problems contact Your credit card issuer as soon as possible, also contact Your local trading standards office, and, if You believe a criminal offence has taken place, the police. Please note that touting of tickets for music events or sale of tickets for music events on the secondary market is not currently a criminal offence in England and Wales but if You are not sure whether a criminal offence has taken place then ask advice first from Your card issuer and local trading standards office. For more information about ticket touts please visit the Office Of Fair Trading website at <http://www.offt.gov.uk>.

3. Occasionally due to genuine circumstances You may find Yourself with a spare Ticket. Please do not be tempted to sell it on an unauthorised auction site or to sell to a Ticket tout or unauthorised online agency. If You do the Purchaser may not be able to enter the Event (under the Terms and Conditions) for the reasons set out above. Should this happen You may find that the purchaser brings a legal claim against You for selling a Ticket which does not permit access to the Event.

4. We reserve the right to cancel any Ticket booking which we reasonably believe to have been made with a view to resell such Tickets or where the Ticket has been purchased using fraudulent means, such as credit card fraud.

5. Tickets may be restricted to a maximum number per person per credit card or per household. These restrictions will be notified to You by our ticket agents and on our website before You make Your booking. We reserve the right to cancel Tickets purchased in excess of this number without prior notice to You of such cancellation.

6. Tickets obtained in breach of these Terms and Conditions shall be null and void and the Promoter may refuse admission to, or eject You from, the Venue. Any person seeking to use a void Ticket in order to gain or provide entry to an Event will be considered to be a trespasser and will be ejected and liable to legal action. Void Tickets are non-refundable.

D. Age Restrictions –

a) All age restrictions set out herein are subject to the terms of the Event licence and therefore are subject to change. We advise that you check in advance of Ticket purchase (using the email addresses set out at paragraph C1 above) that the age restrictions set out herein continue to apply.

1. The minimum age of entry for customers at the Ventnor International Festival (VIF) is 14 years old. Proof of identity and age may be required to obtain your wristband
2. All young people aged under 18 must be accompanied by an adult aged 18 or over.
3. All young people aged under 18 must have had their ticket purchased for them by an adult aged 18 or over.
4. A maximum of 4 persons aged under 18 per person aged 18 years or over will be allowed entry.

Suitability

1. It is Your responsibility to check the suitability of the Event for any children in Your party regardless of official age restrictions, this includes considering the type of audience the Event is likely to attract and whether such an audience is a suitable environment for children in Your party. Refunds will not be issued if any aspect of the Event, including the behaviour of other

audience members, causes offence to You or any children on whose behalf You have purchased Tickets.

E. The Event

1. The Event is subject to licence.
2. The Promoter reserves the right to refuse You entry to and/or eject You from the Event. In particular but without limitation You may be refused admission to or removed from the Event for any of the following reasons: for health and safety or licensing reasons; if You behave in a manner which has or is likely to affect the enjoyment of other persons at the Event; if You use threatening, abusive or insulting words or mannerisms; if, in the Promoter's reasonable opinion, You are acting under the influence of alcohol or drugs; if You fail, when required, to produce proof of identity or age; if You refuse to comply with the Promoter's security searches; if You breach these Terms; and/or if Your Ticket is void.
3. If before or during the Event You have a complaint in relation to the Event (including without limitation in relation to Your ability to view the Event), please contact the Promoter or a steward promptly since complaints are very difficult to deal with after the Event.
4. **Warning** - Prolonged exposure to loud noise may cause damage to Your hearing. Please be aware that strobe lighting may be used during certain Events.
5. The Events operate licensed bars and You need to be over the age of 18 to purchase alcohol at the Events. Please be aware that if we think that You look 25 years or younger You may be asked to provide proof of identification and if You are unable to do so You will not be served alcohol.

Valid proof of age:

- Current Passport
- Current UK Driver's License or Provisional License

6. By attending the Event, You give Your express consent to Your actual or simulated likeness being included within any film, photograph, audio and/or audiovisual recording to be exploited in any and all media for any purpose at any time throughout the world, the copyright to which shall be owned by the Promoter or its contractors without payment or compensation. If You attend an Event with Your child aged under 18 years You give the foregoing Your express consent on their behalf. This includes filming by the police or security staff that may be carried out for the security of customers.

7. Due to legal artist performance rights and royalty obligations, You cannot bring any video or audio recording equipment or any camera which is over 35mm or with a detachable lens onto the Venue site. You will not be allowed to enter the site if You bring equipment that, at the discretion of our security, infringes on these rules.

8. Searching may be a condition of entry, decided at the discretion of the Promoter and individual Venues. The Promoter, or Venue reserves the right to conduct security searches and confiscate any item which in the opinion of the Promoter (ore relevant venue operator) may cause danger or disruption, be a health and safety risk, not be suitable to be taken into the Event or is one of the items not permitted in the Venue as detailed in these Terms and Conditions. Anyone found in possession of illegal substances or contraband goods will be refused admission to or ejected from the Venue and may also be liable for prosecution. Any items found that may be

used in an illegal or offensive manner will be confiscated, regardless of whether or not the item itself is illegal.

9. You shall not bring all or any of the following into any of the participating Venues: fireworks, laser pens, laser equipment, animals (except assistance dogs), Your own food and drink, bottles, cans or glass containers, or any item which the Promoter considers could be used as a weapon (including sharp or pointed objects such as knives), items with an open flame and illegal substances. The Promoter shall be entitled to confiscate any merchandise purchased outside the Venue.

10. There will be no admission to the Event before the designated opening times on any day of the Event. Last admission to the Event will be at the following time:

- o wristband exchange will close at 22:00hrs (10PM)

Individual venue opening times and admission times are at the discretion of the venue managers. Where possible this information will be provided on The Ventnor International Festival's website.

11. Each venue will have its own policy on re-admissions and it will be Your responsibility to check those policies on the door.

12. You must comply with any and all instructions given to You by the Promoter and/or all Venue stewards and staff at the Event.

13. All guests are asked to observe and comply with safety advice, site signage and 'No Smoking' areas. In accordance with Smoke-Free Regulations. Normal statutory rules and regulations apply and should be observed at the Event and failure to do so may result in ejection from the Event.

14. You shall not bring into the Venue or display or distribute (whether for free or not) at the Event any sponsorship, promotional or marketing materials.

15. The Event is about good music, performance and entertainment and the freedom for all to enjoy it. Anti-social behaviour and illegal activities, including use, supply and possession of illegal substances will not be tolerated and You will be ejected from the Venue without refund.

16. To the extent permitted by law and with Your consent, personal information provided by You to the Promoter will be used for all purposes reasonably connected with the operations of the Event and the Promoter including (but not limited to): providing You with details of forthcoming connected events, offers and services; providing You with updates as to the latest concessions or any changes thereto and information concerning competitions and other promotional activity; supplying You with the goods that You request or in which the Promoter reasonably believes You may be interested; conducting market research and establishing customer profiles; and transferring or disclosing the information provided to the Promoter's professional advisors and such other parties as it considers necessary in the administration of its business. The Promoter will not use or disclose Your personal information other than as set out in these Terms and Conditions without Your prior consent. If You have any queries about this, please write to Ventnor Exchange, 11 Church Street, Ventnor, Isle of Wight, PO38 1SW. You will be given the opportunity to unsubscribe from such marketing communications when You place Your order and You can unsubscribe from any email communications You receive from the Promoter by following the unsubscribe link.

17. Access to each venue is subject to capacity and the Promoter accepts no liability and will not offer any Ticket refunds if You are unable to attend a specific performance due to the venue or arena being at maximum capacity. You may be required to queue so please arrive early to avoid disappointment.

18. Certain advertised activities are not included in the price of your Ticket, and are subject to an additional fee being payable. You are advised to check the Event website to confirm

which events are included in the Ticket price, and visit the Event online shop to purchase tickets for any additional activities you may wish to participate in.

F. Specific Requirements for Access

1. The Promoter takes the needs of customers who are disabled or who have other access requirements very seriously and actively encourages people of all abilities to attend the Event.

2. If You have access requirements for an Event please register Your requirements through email at hello@vfringe.co.uk. You may also call us (01983) 716767 if you wish to explain in more detail.

1. Our Accessibility Policies are incorporated into and form a part of these Terms and Conditions.

2. If You have not notified the Promoter of Your access requirements sufficiently in advance (which must be at least 3 weeks prior to the commencement of the Event) we cannot guarantee that we will be able to cater to Your needs, though we will use reasonable endeavours to do so.

G. Merchandise

1. Official merchandise is usually only available inside the Venue. The Promoter does not accept any responsibility for the sale of merchandise (official or otherwise) in or outside the Venue. You should direct any queries relating to merchandise to the Promoter.

2. Despite tireless efforts by the Promoter to prevent counterfeit merchandise being sold near the Venue it is not always possible to ensure that such counterfeit merchandise is not offered for sale in the environs of the Venue. Therefore please be careful when buying Your Event merchandise and follow the simple advice below. Please note that the advice below is for guidance purposes only and should not be regarded as an exhaustive list of action to take. Any merchandise which You acquire at, or in connection with, the Event is purchased solely at Your own risk and neither the Promoter, its employees, officers, contractors or sub-contractors accept any liability whatsoever in the event that You acquire counterfeit merchandise.

3. A few tips to avoid the disappointment of buying counterfeit goods:

- Look at the goods closely. Make sure they feature the Event name. If they do not they are likely to be counterfeit. Even if the goods do feature the Event name it may be used illegally if the goods are not sold by official sellers.

- Buy Your merchandise inside the Event site or from official sellers near the Event entrance.

- Do not buy Your merchandise from someone outside the Venue or on any of the roads leading up to it – these are likely to be counterfeit. Only buy merchandise from official sellers near the Event entrance and not in the wider areas of the Venue or the paths leading up to, but not near, the Venue entrance.

- Ensure that the person selling the merchandise has an official wristband or other form of identification which entitles them to work at the Event (though note that some counterfeiters will seek to produce forged identification and, in some instances, may have stolen official forms of identification.)

- Do not buy lanyards unless You are sure they are the correct ones. You will be able to tell by the quality of them, especially the paper and the material of the lanyard. If the

lanyards are printed on thin poor quality paper which is difficult to read then they will not be official lanyards. These will not have the correct information on and will be a waste of Your money. They will also be confiscated from You.

- Do not buy merchandise because it is going cheap – it is likely to be counterfeit and feature incorrect information.
- Report anyone selling counterfeit goods to a steward or to the box office at the Venue.

H. Liability

1. You agree that the Promoter, its servants or agents will not be liable for any loss, injury or damage to any person (including Yourself) or property however caused (including by the Promoter or its servants or agents): (a) in any circumstances unless due to the negligence of the Promoter, its servants or agents; ; (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury due to the negligence of the Promoter, its servants or agents); and/or (c) to the extent that any increase in any loss or damage results from the breach by You of any of these Terms and Conditions.

2. For the purposes of these Terms and Conditions, "**Force Majeure**" means any cause beyond the Promoter's control including, without limitation, an act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, royal mourning, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements and/or acts or regulations of national or local governments. The Promoter will not be liable to You for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.

3. You agree that the Promoter shall not be liable to You for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with the Event and/or our obligations hereunder including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity, or loss of publicity or loss of reputation, or opportunity to enhance reputation, or loss of contract or other economic or consequential loss arising from the performance (or any failure to perform) these Terms and Conditions.

4. The Promoter will not have any liability to You whatsoever for loss or expenses incurred in connection with the Event or any cancellation of the Event, including, without limitation, costs of any personal travel, accommodation or hospitality arrangements made relating to the Event or the cancellation of the Event.

5. The Promoter of The Ventnor International Festival shall not be liable for the acts or omissions of the operators of the Venues, for any personal injury suffered at a Venue (unless due to the act or omissions of the Promoter) or any loss, theft or damage to Your property at a Venue (unless due to the act or omissions of the Promoter) or caused by any property of the Isle of Wight Council or Ventnor Town Council.

J. General

1. To the fullest extent permissible in law, the Promoter shall be entitled to assign all and any of its rights and obligations under these Terms and Conditions, provided that Your rights are not adversely affected.
2. If any provision of these Terms and 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 these Terms and Conditions valid or enforceable.
3. If the Promoter delays or fails to enforce any of these Terms and Conditions it shall not mean that the Promoter has waived its right to do so.
4. Any person, other than the Promoter, who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.
5. Nothing in these Terms and Conditions and no action taken by You or the Promoter under these Terms and Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between You and the Promoter.
6. These Terms and Conditions constitute the entire agreement between the parties in connection with the subject matter of these Terms and Conditions and supersede any previous terms and conditions, agreement or arrangement between You and the Promoter relating to the subject matter of these Terms and Conditions.
7. Nothing in these Terms and Conditions shall purport to exclude liability for fraud or fraudulent misrepresentation.
8. These Terms and Conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.