

Shutford Music Festival 2020 Terms & Conditions

GENERAL

1. These terms and conditions (“T&Cs”) incorporate and should be read together with the FAQ’s. All tickets are sold subject to these T&Cs. Please read these T&Cs carefully prior to purchase. Your possession of a ticket constitutes your acceptance of these T&Cs on your behalf and on behalf of any person for whom you are purchasing tickets.
2. These T&Cs are subject to change from time to time without notice and in our sole discretion and we will notify you of any amendments to these T&Cs by posting them on this website.
3. Artists may be subject to change.
4. You give your express consent to your actual/simulated likeness to be included for no fee within any audio or visual recording to be used in any media for any purpose at any time. This includes CCTV and/or filming by the police or security staff which may be carried out for the security of customers and/or the prevention of crime.
5. No unauthorised vehicles will be allowed on site.
6. Food and drink will be available for purchase at the Event.
7. You must comply with any and all instructions given to you by us and/or Event staff and stewards.
8. The Events are subject to licence and/or contract.
9. These T&Cs are governed by English Law and any dispute arising out of or in connection with these T&Cs shall be subject to the exclusive jurisdiction of the English courts.

WELFARE & COVID-19

10. Covid-19, often referred to as coronavirus, is an infectious disease that can result in serious and potentially fatal illness. There is a risk of the transmission of Covid-19 in any environment where people come together. This risk increases in enclosed spaces and with increased numbers of people. The World Health Organisation (WHO) has advised that the elderly and those with underlying medical conditions are more vulnerable. Further information can be found on the WHO’s website: https://www.who.int/health-topics/coronavirus#tab=tab_1.
11. Whilst the organisers will be adopting enhanced safety measures to help attendees stay safe, the risk cannot be completely eliminated. Upon attending an Event, you assume all risk associated with Covid-19 (unless in any way caused by the negligence of the organisers). You will also be expected to:

- a. abide by all government guidance aimed at preventing the transmission of the virus (details of which can be accessed via the following link <https://www.gov.uk/coronavirus>)
- b. follow all directions provided by the organiser and its Event staff and security stewards members.
- c. You must not attend an Event if you believe that you may have been infected by Covid-19.
- d. Failure to comply with these measures shall entitle the organiser to eject you from the Event.
- e. All Events are all subject to the latest Government guidance rules to manage the transmission of Covid-19.
- f. The following individuals **MUST NOT ATTEND** the Event;
- g. Any individual displaying the symptoms of Covid-19 (new persistent cough, high temperature, loss of taste or smell).
- h. Any individual who is self-isolating either due to displaying symptoms as above for 7 days, or any member of their household who is self-isolating for 14 days.
- i. Any individual who has been instructed by the relevant contact tracing authority to isolate.
- j. We **ADVISE** the following individuals **NOT TO ATTEND** the Event;
- k. Any individual who has been informed that they are extremely clinically vulnerable and that they should be shielding.
- l. Individuals who live in the same household as an individual who is extremely clinically vulnerable.

AGE POLICY

- 12. All under 16s must be accompanied by an adult ticket holder (aged 18 or over) who must remain on site throughout the Event as the under 16-year-old's guardian.
- 13. It is the responsibility of the supervisors of a child to determine whether an Event is suitable for that child to attend, and none of LN, the ticket agent or venue accepts any liability or responsibility in relation to the same.
- 14. We do not accept any parental or supervisory duty of care or liability for any under 18s on site.

TICKETS

- 15. It is prohibited to resell tickets for the Event.
- 16. It is your responsibility to check that the Event has not been cancelled, rescheduled or made the subject of a material alteration.
- 17. 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.
- 18. Tickets are not transferrable and cannot be exchanged.
- 19. Tickets must be valid, presented in full (in the event of accidental damage, refer to point of purchase prior to Event).
- 20. Tickets remain the property of the organiser until the Event closes.

21. The organiser will not issue duplicate tickets for lost or stolen tickets.
22. If you have obtained your ticket in breach of these T&Cs and/or if you breach any of these T&Cs then your ticket shall be void, and all rights conferred on you or evidenced by such ticket shall be void. If you seek to gain entry to the Event using a void ticket, then we reserve the right to refuse you entry to or evict you from the Event and you may be liable to legal action for trespass. Void tickets are non-refundable.

REFUNDS

23. Refunds are only considered on major cancellation or material alteration.
24. For the purposes of these T&Cs: 'major cancellation' is the cancellation of the Event in full (and not rescheduled).; 'material alteration' is a change (other than a re-scheduling) which, in the organiser's opinion, makes the Event materially different to the Event that ticket purchasers, taken generally, could reasonably expect. In particular, please note that the following are not deemed to be 'material alterations'; changes to performance times; adverse weather conditions; changes to individual members of a band; curtailment of the Event where the majority of the Event is performed in full; and delays to starting the performance of an Event.
25. Refunds should be requested from the point of purchase, no later than 30 days before the Event.
26. Refunds of any booking fees per ticket and/or per order fees are subject to the T&Cs of the point of sale.
27. Refunds will only be made to the person who purchased the tickets.

SECURITY

28. Any item(s), which may reasonably be considered to be a weapon (or used as a weapon), which may cause danger, offence or disruption to any other person, will be confiscated.
29. Fires and the burning of any materials are not permitted anywhere on the Event site. Any such behaviour may lead to immediate eviction.
30. Excessive exposure to loud music may cause damage to your hearing.
31. All those attending the Event do so at their own risk.
32. The organiser 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 organisers 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 organiser's security searches; if you

breach these Terms; and/or if your ticket is void. No refunds will be given to you if you are refused entry or ejected from the Event due to your own behaviour.

DAMAGE/LOSSES

33. The organiser will not be liable for any loss, injury or damage to any person (including yourself) or property however caused: (a) in any circumstances where there is no breach of a legal duty of care owed by the organiser, (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury as a result of a breach of a legal duty of care owed by the organiser); or (c) to the extent that any loss or damage results from breach by you of any of the T&Cs.
34. Nothing in these T&Cs seeks to exclude or limit any liability of the organiser for death or personal injury caused by its negligence, fraud or any other type of liability which cannot by law be excluded or limited.
35. We may prosecute you if you cause damage to the site, the site infrastructure, or cause harm to any other person at the Event and/or site.

FORCE MAJEURE

36. "Force Majeure" means any cause beyond the organiser's control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, epidemic, pandemic, fire, explosion, flood, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments. Subject to the provisions of Clauses 37-42 of these T&C's, the organiser will not be liable to you for failure to perform any obligation under these T&Cs to the extent that the failure is caused by Force Majeure.

BANNED ITEMS

37. **Banned from Event** – fireworks, illegal items and substances, unidentifiable substances, new psychoactive substances (NPS), laser equipment/pens, air horns / megaphones, nitrous oxide and associated equipment (balloons / CO2 dispensers / cream dispensers), sky or 'Chinese' lanterns, sound systems, spray cans, unofficial tabards/high visibility reflective jackets, blow torches, individual camping gas canisters, firewood, aerosols over 250ml, petrol burners, any goods for unauthorised trading or with unauthorised Event or artist logos, any item that may reasonably be considered for use as a weapon, or which may cause danger, offence or disruption to any other person, unauthorised buses, coaches or trucks, drones
38. Under 18s are not permitted to bring or to purchase alcohol on site. It is illegal for an over 18 to purchase alcohol on the behalf of under 18s.
39. Photographic and other recording equipment is permitted provided that it is for personal non-commercial use only. Unauthorised professional recording equipment is not permitted.

40. The use of drones or similar equipment for any reason is prohibited on or near the Event
41. Anyone resisting the confiscation of disallowed items or disregarding these conditions will face eviction.
42. Items that are surrendered or confiscated will not be returned.

INFORMATION & NOTIFICATION

43. Disabled areas are available but must be arranged in advance – please email the shutfordvillagenews@gmail.com
44. Event website:
<http://www.shutfordvillage.com/shutford-music-drive-in-festival-2020.html>