

## **TERMS & CONDITIONS**

**Last updated 21 August 2017**

You must have an official Wheels and Fins Festival ticket in order to gain entry to the Wheels and Fins Festival. Tickets will be available to purchase on the day if capacity allows, however, pre-bought ticket holders will have priority access. Valid photographic ID is required upon entry to verify your age. Wristbands will be allocated according to your age as the Wheels and Fins Festival operates a strict Challenge 25 policy. Suitable forms of valid photographic ID include your passport, driver's licence and any photographic ID that carries the PASS hologram. Photocopies are not acceptable.

For parking and shuttles from Broadstairs train station please keep an eye on our website and social media pages nearer the event for information and departure locations.

### **DEFINITIONS & INTERPRETATIONS**

“Event” means the show, exhibition, concert, theatre and/or festival for which the tickets are being offered.

“Organiser” means the person, firm or company staging the Event.

“Tickets” means tickets including electronic tickets for the Event for the right to attend the Event.

“Venue” means any facilities or locations of any nature where the Event is being held.

“You” means you. “Your” shall be read accordingly.

### **INTRODUCTION AND HOW THESE TERMS APPLY**

In order to provide the tickets to you, you must agree to be bound by these terms and the Additional Terms as indicated to you. These will form a legally binding contract so please do take the time to read them and make sure you understand them. If you use the site or the ticket services on the site you will be agreeing to accept these terms and the Additional Terms. If you do not agree to accept them you must not use the site or the ticket services on the site.

We recommend you review the terms each time you purchase tickets from the site and print a copy of them for your future reference as we intend to rely upon them. If you are uncertain about your rights or think

the terms are not complete/accurate, please contact us before placing an order so we can discuss your query/concern.

## **CHANGES TO THESE TERMS**

We reserve the right to change, modify, add to, or delete portions of these terms at any time including to reflect changes affecting the Ticket services, Ticket Provider requirements, payment methods, relevant laws and regulatory requirements.

If we do change the terms, we will post the changes on this page and will indicate the effective date at the top. You are responsible for regularly reviewing these terms so that you are aware of any changes. Your continued use of the site after any such changes constitutes your acceptance of the new terms and you will be subject to the policies and terms in force at the time that you order the relevant Tickets from us. If you do not agree to (or are unable to comply with) the terms as amended, please do not continue to use the site.

By registering, you agree that (i) you have read, understood and will be bound by these terms and any Additional Terms (as applicable) indicated on the site; (ii) you comply with the age requirements; and (iii) you have provided accurate and truthful information in the registration process.

## **PERSONAL INFORMATION**

You will be required to complete the ticket process by providing certain information (name, email address, address and telephone number).

By using the site you agree we may hold, store and use the personal information you provide for the purpose of providing the Ticket services. For further information on this please see our privacy policy. It is your responsibility to keep us updated with any changes to your details (including contact address, telephone number or email address). Please do update us on any changes promptly as we will use the details we have to despatch tickets, notify you of cancellations etc.

## **TICKETS**

All Tickets are provided subject to availability and to these terms.

It is your responsibility to check your Tickets when you receive them as if you have made a mistake it cannot always be rectified after purchase. Please check your Tickets on receipt carefully and contact the appropriate ticket provider if you find any errors.

A valid Ticket must be produced for entry to Wheels and Fins Festival. Removing any part of, altering or defacing the Ticket may invalidate your Ticket.

Please keep your Tickets safe. We will not be responsible for any Ticket that is lost, stolen or destroyed. Refunds will not be made on lost or unused tickets.

Duplicates may be issued at the discretion of the organiser. If duplicates are issued, we may charge a reasonable administration fee.

Where a concession is claimed, proof of identity and entitlement (for example of age or student status) may be required.

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, trade marks, logos and/or intellectual property appearing on the Ticket.

## **CHANGES TO EVENT AND CANCELLED/RE-SCHEDULED EVENTS**

The Organiser reserves the right to make alterations to the published Event programme where reasonably necessary.

It is your responsibility to ascertain whether an Event has been cancelled or re-scheduled and the date and time of any re-scheduled Event.

Where an Event is cancelled or re-scheduled, we will use our reasonable endeavours to notify you using the details you provided us at the time of ordering. We cannot guarantee that you will be informed of such cancellation before the date of the Event.

## **REFUNDS/EXCHANGES**

After you have registered for a Ticket it cannot be exchanged or refunded.

## **VOID TICKETS**

Any Ticket obtained in breach of these terms shall be void and all rights conferred or evidenced by such Ticket shall be void. Any person seeking to use such a void Ticket in order to gain or provide entry to an Event may be considered to be a trespasser and may be liable to be ejected and subject to legal action. Void Tickets are non-refundable.

## **CONDITIONS OF ADMISSION**

You must comply with the instructions and directions given by Organiser and Event staff and stewards and with all relevant laws, safety announcements and Event regulations whilst attending the Event.

The Organiser reserves the right to refuse Ticket holders admission to the Event in reasonable circumstances including for health and safety, licensing reasons or where a Ticket is void.

The Organiser also reserves the right to request that Ticket holders leave the Event at any point on reasonable grounds and may take any appropriate action to enforce this right. By way of example, the Organiser may remove a Ticket holder who:

- has behaved in the Event in a matter which, in the reasonable opinion of the Venue has, or is likely to affect the enjoyment of other visitors; or
- uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a disturbance; or
- in the reasonable opinion of the Organiser is acting under the influence of alcohol or drugs; or fails, when required, to produce proof of identity or age.

Age Restrictions: Persons aged 15 and under must be accompanied by an adult of 18 or over. The following age restrictions apply:

- a) Adults aged 18+ can only accompany two children under 16 years old
- b) Adults aged 24+ can only accompany four children under 16 years old
- c) Adults aged 25+ can accompany more than four children under 16 years old

Ticket holders entering the Event may be filmed, photographed and/or recorded for broadcast, event promotion or security purposes. The Organiser may use such films and recordings without payment and without further notice.

Ticket holders shall not bring into the Venue or display or distribute at the Event any sponsorship, promotional or marketing materials.

Please refer to Event specific terms and condition for any restrictions to entry with food, beverages, bottles, cans, containers, animals and other possible restrictions which will vary from event to event.

The Organiser reserves the right to conduct security searches from time to time and confiscate any item which, in the reasonable opinion of the Organiser, may cause danger or disruption to other visitors to the Event or is one of the items not permitted in the Venue including as listed at section above.

**DISCLAIMERS AND LIMITATION OF LIABILITY**  
**PLEASE READ THIS SECTION CAREFULLY AS IT SETS OUT THE**  
**LIMITATIONS OF OUR LIABILITY TO YOU**

Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by you are at your own risk.

The Organiser does not accept any responsibility for loss or damage to personal property brought to the Event or Venue.

You agree you will have no claim against us, in respect of any decision to remove Events from this site or any decision to suspend or terminate your access to this site.

In the absence of any negligence or other breach of duty by the Organiser, the use by you of the site is entirely at your risk.

The Organiser warrants that it will provide the Tickets service with reasonable skill and care and substantially as described in these terms. The Organiser does not make any other promises or warranties about the site or the Tickets service. In particular the Organiser does not make any guarantee of any specific results from the use of this site (including any search function on it).

For the purposes of this section, “Force Majeure” means any cause beyond our control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments. We will not be liable to you for failure to perform any obligation under these terms to the extent that the failure is caused by Force Majeure.

The Organiser will not be liable under these terms for any loss or damage caused by the Organiser or any of its employees or agents in circumstances where:

- there has been no breach of a legal duty of care which is owed by the Organiser or any of its employees or agents; or
- the loss or damage is not a reasonably foreseeable result of any breach of these terms.

The Organiser will not be liable under these terms for any increase in the loss or damage you suffer resulting from your actions or a breach by you of these terms.

Our liability for losses you suffer as a result of us breaching a contract for a Ticket is limited to the value of such Ticket and any booking fee or delivery fee that you have paid.

You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach of these terms or default in the discharge of your obligations.

Nothing in these terms shall have the effect of excluding or limiting either our liability or your liability for fraud or for death or personal injury caused by our/your negligence (as applicable).

## **INTELLECTUAL PROPERTY RIGHTS**

The site and its look and feel (including without limitation the site design, text, graphics and all software and source codes connected with the site) are protected by copyright, trade marks, patents and other intellectual property rights and laws. You are authorised to use the Tickets and this site only for personal, non-commercial use (ie you can visit, view and print a copy of any page on this site for personal non-commercial use only). None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the Organiser.

You must not use the site for any purpose that is unlawful or prohibited by these terms.

## **IF YOU BREACH THESE TERMS**

If you are in breach of, or we suspect you are in breach of, these terms then we may take any/all of the following actions:-

issue a warning to you;  
effect an immediate, temporary or permanent withdrawal of your access to your account and/or the site however you will remain responsible for all outstanding amounts on your account;  
cancel your order for Ticket(s);

take legal action against you; and/or disclose such information to law enforcement authorities as we reasonably feel is necessary.

The responses described above are not limited and we may take any action we reasonably deem appropriate.

## **TERMINATION**

We have the right to terminate your access to the site at any time, without notice, for any reason, including without limitation, breach of these terms. We may also at any time, at our sole discretion, discontinue the site or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the site.

## **WAIVER**

If we delay or fail to enforce any of these terms it shall not mean that we have waived our right to do so.

## **ASSIGNMENT**

The Organisers shall be entitled to assign any of our rights and obligations under these terms provided that your rights are not adversely affected.

## **SEVERABILITY**

If it is found by a Court or any body of competent jurisdiction that any of these terms for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply.

## **THIRD PARTIES**

Any person, other than the Organiser, not a party to these terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms. The Act can give rights under some contracts to third parties who are not parties to those contracts but in this case only the Organiser and you (or your assignees permitted hereby) have rights and obligations under this contract.

## **ENTIRE AGREEMENT**

These terms, and the Additional Terms constitute the entire agreement between the parties in connection to its subject matter and supersede



any previous terms and conditions, agreement or arrangement between the parties.

Each of the parties agrees that it has not entered into these terms in reliance on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) by any person (whether party to these terms or not) other than as expressly set out in these terms.

## **GOVERNING LAW**

These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with these terms (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **NOTICES**

All notices given by you to us must be given to [info@wheelsandfins.co.uk](mailto:info@wheelsandfins.co.uk) (by using the words “Legal Notice” in the email’s subject field). We will give notice to you via the site or at either the e-mail or postal address you provide to us as part of the order process or your registration. Notice will be deemed received and properly served immediately when we post it on the site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to, and received by, the specified e-mail address of the addressee.

## **QUESTIONS OR COMPLAINTS?**

If you have any queries at all regarding Tickets featured on the site please do not hesitate to contact the appropriate ticket provider. For queries regarding the festival please contact the Wheels and Fins team on 07522 504350 or alternatively email us at [info@wheelsandfins.co.uk](mailto:info@wheelsandfins.co.uk)