

## RHS Hampton Court Palace Flower Show Preview Evening Ticket Terms and Conditions

### 1. Authorised/Unauthorised ticket sales

- (i) By purchasing or accepting a ticket for the RHS Hampton Court Palace Flower Show Preview Evening ('the Preview'), each ticket holder will be deemed to have read and accepted these terms and conditions ('Terms').
- (ii) Tickets for the Preview are valid only if obtained through RHS Special Events Ltd ('RHS') or RHS's appointed agent(s) or recognised group tour operator(s) ('the Official Partners'), and shall be sold subject to these Terms. The ticket(s) shall remain at all times the property of RHS and shall not be resold, donated or transferred (save as in accordance with clause 1(iii) below) and shall not be purchased or obtained from any commercial agent, company or otherwise than directly by the applicant through RHS or the Official Partners. The use of tickets as prizes in commercial promotions, hospitality or travel package, lotteries or competitions without the prior written consent of RHS is expressly prohibited.
- (iii) If more than one ticket is issued to an applicant, those tickets may be used only by the applicant and the person(s) intending to accompany that applicant to and at the show. The provision of such ticket(s) by an applicant to such person(s) without payment shall not contravene clause 1(ii) above.
- (iv) RHS shall be entitled to refuse admission to any ticket holder if it thinks fit without giving any reason, provided that this right is not to be exercised unreasonably.
- (v) Any ticket that has been obtained or in the reasonable opinion of RHS has been used in breach of these terms and conditions shall be void and all rights conferred or evidenced by such ticket shall be nullified. Any person seeking to use a ticket obtained in breach of these terms and conditions in order to gain or provide entry will be ejected and liable to legal action.
- (vi) RHS reserves the right to amend the venue regulations as reasonably necessary from time to time by reasonable notice, including without limitation, by posting revised venue regulations on its website at the URL [www.rhs.org.uk](http://www.rhs.org.uk), which amended venue regulations shall be binding upon the ticket holder.
- (vii) Ticket holders must be prepared to show valid official government issued photo ID (such as passport or driving licence) on entry to the venue.

### 2. Conditions for the sale of tickets

- (i) Tickets shall not be issued to the applicant until payment in full has been received. Tickets will be dispatched no earlier than six weeks prior to the event.
- (ii) Tickets will be sent via email or by first class post. RHS cannot accept responsibility for any tickets once they have left the offices of the appointed ticketing agency. Tickets will not be posted overseas. If applicants wish to make alternative arrangements for collecting their tickets, this must be arranged in advance with the official RHS ticketing agency.

### 3. Cancellation of tickets and pre-booked catering prior to the Preview

Tickets and pre-booked catering are non-refundable.

### 4. Revisions

Whilst every effort is made to present packages exactly as described, RHS reserves the right to alter as reasonably necessary the details set out in the application form whilst maintaining the value of packages offered.

### 5. Assignment

RHS may assign or subcontract the benefit and burden of its rights and obligations under these terms and conditions to the Royal Horticultural Society or its other subsidiary.

## CANCELLATION OR CURTAILMENT – REFUND POLICY

### 6. Preview cancellation

If the Preview does not open, the original purchaser of the ticket(s) will be refunded the full amount that they paid RHS for the ticket(s).

In addition:

### 7. Purchasers of RHS Hampton Court Palace Flower Show Preview Evening Preview tickets and Working Access Pass(es)

- (i) If the Preview closes within one hour of the time the Preview actually opened to ticket holders, the original purchaser of such ticket(s) will be refunded the full amount that they paid RHS.
- (ii) If the Preview closes after one hour but within two hours of the time the Preview actually opened to ticket holders, the original purchaser of such ticket(s) will be refunded half the amount that they paid for the ticket(s).
- (iii) If the Preview closes after two hours of the time the Preview actually opened to ticket holders, no refund will be made.

#### **8. General refund conditions**

- (i) If the Preview opens later than the original stated entry time, the terms and conditions above shall apply based on the actual time the Preview opened to guests.
- (ii) The RHS's decision on how long the Preview is open will be final.
- (iii) Only the original purchasers of the tickets are eligible for refunds under this policy.
- (iv) Wherever possible and in accordance with the provisions above, refunds will be paid out automatically, by RHS or the Official Partners, using the original payment method (i.e. direct to credit card/debit card, by cheque or by BACs).
- (v) Ticket holders will not be eligible for refunds in any of the following circumstances:
  - If tickets were purchased from any other source other than through RHS or its Official Partners including but not limited to unauthorised ticket agencies or other sources.
  - If ticket holders did not attend the Preview that opened as planned.
  - If ticket holders were unable to attend the Preview for any reason not attributable to failure on the part of RHS, including but not limited to personal circumstances, illness, strike and travel difficulties.
  - If only part of the Preview was forced to close.
- (vi) Refunds will only be given on tickets, according to these terms and conditions.
- (vii) Except as stated in the Refund Policy in clauses 6 to 8, RHS shall not be liable for loss or damage of any kind whether direct or consequential, including but not limited to travel expenses, car parking fees and catalogues, and the ticket holder waives all rights of whatsoever nature against RHS, the Official Partners, its employees, servants, agents, independent contractors or representatives for any loss or damage arising from or in connection with the Preview, save that nothing in the terms and conditions shall exclude or restrict liability for personal injury or death due to negligence, breach of statutory duty by RHS or other type of liability which cannot by law be excluded or limited.

### **VENUE REGULATIONS**

#### **9. Admittance**

- (i) There is strictly no admission without a valid ticket. Subject to these terms and conditions, the selected ticket evidences the ticket holder's entitlement to enter the venue. The selected ticket entitles entry into the venue for only one person (adult).
- (ii) If the ticket holder fails to obey the posted signs or reasonable instructions of stewards and officials or behaves in an abusive manner or whose presence is a source of danger or annoyance to others, RHS reserves the right to revoke the ticket and the bearer will be asked to leave the grounds, and no refund will be made.
- (iii) The ticket must be produced at appropriate entry points and/or on demand by any authorised official.
- (iv) RHS reserves the right in our reasonable discretion to refuse entry and/or eject the ticket holder without reason.
- (v) Tickets merely give the right to enter the Preview upon the stated terms and conditions.

#### **10. Smoking**

Smoking is banned in all enclosed spaces at the venue.

#### **11. Animals**

Under no circumstances are animals (save for registered guide or assistance dogs) permitted to enter the Preview.

#### **12. Under 18s**

16 and 17 year olds must be accompanied by an adult and under 16s (including babes in arms or pushchairs) shall not be admitted to the Preview.

#### **13. Complaints**

Any complaints must be received in writing by RHS within four weeks of the date of the Preview.

**14. Disabled Visitors**

Attendants cannot be provided but one companion is admitted free of charge per wheelchair user, visually impaired visitor or other person whose disability necessitates a carer. Companion tickets must be mentioned at the time of ticket purchase and cannot be applied for in retrospect.

**15. Dress**

There is no dress code for the evening. Sensible shoes are recommended.

**16. Ground Conditions**

Please note that this is a temporary, outdoor event on open parkland and is subject to varying weather and ground conditions. Although some temporary track way is laid, much of the event is on open ground. You enter the Venue at your risk and care must be taken. We therefore advise that you check the weather forecast for the evening, consider the nature of the event and the effects of any inclement weather on surface conditions, and wear suitable clothing and footwear. In extreme weather conditions, access may be restricted in the interest of safety.

**17. Lost Property**

RHS shall have no responsibility for any property or personal effects left at the Preview.

**18. Security**

- (i) Entry to the venue is subject to the right of RHS to search the ticket holder and their belongings. Entry with prohibited items is restricted. 'Prohibited Items' include weapons or articles which could be used as a weapon (including firearms, explosive devices, sharp or pointed items such as knives), political or offensive materials, dangerous items, ladders, steps, musical instruments, air horns or similar devices, fireworks and pyrotechnics, bicycles, skates, gazebos, and such other items which could cause nuisance or harm to others or that RHS may deem to be prohibited from time to time.
- (ii) The use of cameras, video or other recording or transmission equipment for commercial purposes is strictly forbidden and any such photographs or recordings may not be used without the prior written consent of RHS. Each ticket holder gives his or her irrevocable consent to the use by the RHS or its nominees, free of charge, of his or her voice, image and/or likeness in live or recorded video display, broadcast or in other transmission or recording, photographs, or any other media now or hereafter existing, taken or recorded in connection with the show. An official RHS photographer will be present at the event. Photos taken during the evening may be used on future promotional material. If you do not wish your photo to be used, please notify us in writing.
- (iii) Ticket holders must comply with the directions of stewards and officials.
- (iv) The ticket holder shall not engage in any form of 'ambush marketing' (ambush marketing is an activity by a party which utilises the publicity value of an event without having any official involvement or connection with the event) and shall not breach or infringe the rights of any sponsors, suppliers, broadcasters or other parties commercially associated with the show, nor conduct unauthorised promotions or other commercial activity.
- (v) Only persons specially authorised by RHS in writing are permitted to offer newspapers, periodicals, drinks, food or any other articles for sale or conduct any commercial activity inside the venue.
- (vi) RHS has the right to close bars at any time.