

## Terms & Conditions

Please read the following terms and conditions carefully. By using this site and by registering to buy tickets or by purchasing tickets as a guest via it and any subsidiary ticket management site you will be deemed to have accepted all relevant terms and conditions.

These terms and conditions are divided into 2 parts:

1. Those relating to Ticket purchases made by you (the "Ticket Purchase Terms"); and
2. Those relating to your use of this Website (the "Website Terms")

The expression "terms and conditions" is used to describe the combined provisions of the Ticket Purchase Terms and of the Website Terms.

In these terms and conditions;

"we" and "us" means Thame Arts & Literature Festival (TAL Festival CiC). "Event" means the individual event or events advertised on our Website for which Tickets are available. "Tickets" or "Bookings" means rights to admission in the form of unique booking reference codes. "Website" means the websites on which we make Tickets available and from which we promote Events. "you" means an individual purchasing tickets using this Website.

If there is any conflict between the Ticket Purchase Terms and the Website Terms then the latter shall prevail.

### 1. Ticket Purchase Terms

#### 1.1. Sale of Tickets

Rights to admission for Events are sold in the form of unique booking reference codes which are delivered electronically via this Website.

1.1.1. WE DO NOT POST OUT ACTUAL PHYSICAL TICKETS unless otherwise stated.

1.1.2. A request by you to purchase Tickets using the booking process on this Website is an offer made subject to these Ticket Purchase Terms. The offer is made when you click the "pay" button on the Basket Page of the Website. Acceptance by us of your offer shall be deemed to be effective when your debit/credit card details have been cleared and we have confirmed your order.

#### 1.2. Making your Booking

1.2.1. To buy Tickets, you must register and set up an account with us (or log in to an account you have previously set up) or enter a valid email address to which the Tickets will be sent. Please see our Privacy Policy for further information about how we will use your personal data. You must not use our Website or any services available via it if you do not accept this Privacy Policy and our terms and conditions.

1.2.2. You must be over 16 years old to buy Tickets using this Website and must also comply with any age restrictions which apply to the venue where the Event is being held (as set out below).

1.2.3. When you are logged onto this Website you may choose the Tickets you wish to purchase and add them to your basket. Please check your purchase carefully before you confirm your purchase and check out by clicking on "pay". At this stage an offer has been made by you to purchase the Tickets selected.

1.2.4. Once you have offered to purchase the Tickets then, subject to their availability at advertised prices and checking your debit/credit card details, we will accept your offer and confirm your Booking by displaying your unique booking reference code and forwarding an email summary of the Tickets you have purchased.

1.2.5. When we accept your offer to buy a Ticket we will charge your debit/credit card with the face value of the Ticket. The face value and any Booking fee will be clearly itemised in your basket before you confirm your purchase and check out. Until your payment is processed and accepted by us the unique booking reference code will not be valid.

1.2.6. WE DO NOT POST OUT ACTUAL PHYSICAL TICKETS unless otherwise stated. You are advised to check your purchase on receipt of confirmation from us which will be delivered via e-mail to your preferred email account (which you confirmed during account set up or purchase process)

- 1.2.7. Please keep your booking reference email in a safe place as you may be refused entry to the Event without the evidence. (See “Gaining admission to the Event”).
- 1.2.8. Where tickets have been purchased for a digital attendance then the link to redeem these will be emailed to you and it is your responsibility to save this link in advance of the event. We cannot be held responsible if you are unable to join an event because you cannot locate the emailed link.

### **1.3. Gaining admission to the Event**

- 1.3.1. The unique email reference for each Booking is issued subject to these terms and conditions. We advise that you familiarise yourself with the following terms and conditions before attending the Event. Please note that some of the Events and Ticket types may have age restrictions. Whilst we use reasonable efforts to provide details of any age restrictions, it is your responsibility to find out if there are any age restrictions which apply.
- 1.3.2. When you arrive at the Event you have booked, you must be able to provide your email booking reference and any necessary personal identification. Only the person in whose name the Booking has been made needs to provide this information; persons in their party arriving with them do not; though each person may have to provide proof of age or concessionary status where these are required (see “Age restrictions, concessionary rates, right to admission”) if asked by a member of the Team. You are responsible for making any other person in your party aware of the relevant parts of these terms and conditions.
- 1.3.3. Digital Tickets for events are accessed via the internet using the link supplied when the ticket was purchased (See the TAL Festival Shop for links on how to retrieve any lost links). A Digital ticket does not give entry to a live event at the Players Theatre.

#### **1.3.4. Venue rules and regulations**

Tickets are issued subject to the Rules and Regulations of the Thame Arts & Literature Festival and the venue at which the event is being held. You and all other Ticket holders in your party must comply with all relevant statutes, safety announcements and venue regulations whilst attending the Event. The following points apply in general: The Thame Arts & Literature Festival and venue management accept no responsibility for any personal property taken to an Event.

- 1.3.5. Whilst we make the best efforts to keep all information as up-to-date as possible but we cannot be held responsible for any errors.

### **1.4. Refunds, cancellation, rescheduling of Events.**

- 1.4.1. Purchased Tickets cannot be refunded unless:

- 1.4.1.1. an Event is cancelled;
- 1.4.1.2. an Event is moved to another date and you decide not to retain your Booking for the rescheduled Event; or
- 1.4.1.3. details of an Event are significantly changed after an order is placed (significant changes being a change of headline act or venue)

- 1.4.2. Only the face value of the Ticket will be refunded if (a), (b) or (c) occurs. Ticket booking fees are non-refundable.

- 1.4.3. If an Event is cancelled, rescheduled, or the details are significantly changed, we will contact you as soon as possible by email using the details you have supplied in the My Account section of the Website. If you do not receive this notification because you have not updated the email address that we hold in your account, we cannot be held liable.

- 1.4.4. If an Event is cancelled, we will automatically refund the face value of your Ticket: you don't need to notify us or claim your refund.

- 1.4.5. If we have been informed the Event is to be rescheduled (as set out in (b) above), or the details significantly changed (as set out in (c) above), and we have informed you of the change, we will offer you the choice of retaining your Booking for the rescheduled or changed Event, or obtaining a refund of the face value of the Ticket. If you wish to receive a refund you must notify us of your choice as soon as possible, and no later than 4pm on the working day before the Event.

- 1.4.5.1. In the case of Events taking place on a Saturday, Sunday or a Bank Holiday Monday. If however we have only notified you in the 48 hours preceding the Event, you must notify us as soon as possible, and no later than 4pm on the day of the Event. If we have only notified you on the day of the Event, you must notify us as soon as possible, and no later than the opening time of the Event.
- 1.4.5.2. If you don't notify us that you wish to obtain a refund, or you do not notify us within the times set out above, you will be deemed to have chosen to retain your Booking and you will not be entitled to a refund.
- 1.4.5.3. If an Event is moved to another date (as set out in (b) above) or the details are significantly changed (as set out in (c) above) and you decide to retain your Booking, you shall not be entitled to any refund of the face value of the Ticket, or the booking fee or to any other compensation whatsoever.

## 1.5. Transfer of Tickets

1.5.1. By using this site to buy Tickets, you agree that:

- they are for the personal use of you and your party only,
- you will not attempt to transfer them,
- you will not attempt to resell them in any way.

1.5.1.1. We reserve the right to cancel Ticket Bookings which we reasonably suspect to have been made fraudulently.

1.5.2. Age restrictions, concessionary rates, right to admission

1.5.2.1. Some Events and Ticket types may have age restrictions and we will take reasonable efforts to ensure these are detailed in the Event information. Please read all the information that applies to the Event/Ticket you are booking, and bring a proof of age if appropriate.

1.5.2.2. Some Tickets are offered at concessionary rates to eligible persons, for example, students, under-18s. If you buy concessionary Tickets, you must take the necessary proof that each Ticket holder is eligible for that concession to the Event. If you cannot prove eligibility for each person holding a concessionary Ticket, you may be asked to pay the difference on the door or refused entry completely. If you are refused entry, we cannot refund you.

1.5.2.3. The right to admission to an Event is reserved by the Thame Arts & Literature Festival and the Event venue, who may take health and safety, environmental and security concerns into account, and may carry out security searches.

1.5.2.4. We are unable to offer you a refund if you are refused entry to or ejected from a venue on account of being under age (or appearing to be underage and failing to provide proof of age), declining to be searched, abusive, threatening, drunken, or other antisocial behaviour (including smoking in no smoking areas), carrying offensive weapons or illegal substances, or making unauthorised audio, video or photographic recordings.

1.5.2.5. In cases of Events where prompt arrival is required, late arrival may also result in refusal of entry.

1.5.2.6. Laser pens, mobile phones, animals and Ticket holder's own food may also be prohibited from the venue.

### 1.5.3. Availability of Tickets

Some Events and Ticket types have restricted availability or allow a maximum number of Tickets per purchaser. These restrictions are indicated in the Event information or during Booking. If you order Tickets in breach of these restrictions or in excess of the maximum allowed we reserve the right to cancel your order.

## 2. Website Terms

If you use this Website you agree with us to be bound by the following terms and conditions. You are responsible for ensuring that anyone using the Website via your login details complies with these terms and conditions.

### 2.1. Access to the Website and content

2.1.1. We will endeavour to allow uninterrupted access to the Website, but access to the Website may be suspended, restricted or terminated at any time.

2.1.2. We reserve the right to change, modify, substitute or remove without notice any information on the Website from time to time.

2.1.3. We assume no responsibility for the contents of any other websites to which the Website has links.

## **2.2. Intellectual Property**

2.2.1. The copyright, trade marks and all other intellectual property rights in the material contained in the Website, together with the Website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software (including applets) belongs to us or is currently licensed to us or the providers of such information. All rights are reserved. None of this material may be reproduced or redistributed without our express written permission. You may, however, download or print a single copy for your own non-commercial off-line viewing.

You shall retain ownership of all copyright in data you submit to the Website. You grant us a worldwide exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner subject to our obligations as set out in our Privacy Policy.

## **2.3. Exclusions of liability**

2.3.1. We use reasonable endeavours to ensure that the data on the Website is accurate and to correct any errors or omissions as soon as practicable after being notified of them. We do not monitor, verify or endorse information submitted by third parties for posting on the Website. To the extent permitted by applicable law, we disclaim all warranties and representations (whether express or implied) as to the accuracy of any information contained on the Website. We do not guarantee that the Website will be fault free and do not accept liability for any errors or omissions.

2.3.2. Due to the nature of electronic transmission of data over the Internet, any liability we may have for any losses or claims arising from an inability to access the Website, or from any use of the Website or reliance on the data transmitted using the Website, is excluded to the fullest extent permissible by law. In no event shall we be liable for any indirect loss, consequential loss, loss of profit, data, revenue, business opportunity, anticipated savings, goodwill or reputation whether in contract, tort or otherwise arising out of or in connection with this agreement or use of the Website save where such liability cannot be excluded by law.

2.3.3. We do not give any warranty that the Website is free from viruses or anything else which may have a harmful effect on any technology and you should take your own safeguards in this area.

## **2.4. Email address and password**

2.4.1. On registering with us, you provide your email address and a password which must be used in order to access certain restricted parts of the Website. This is personal to you and is not transferable. Your email address and password are the methods used by us to identify you and so are very important. You are responsible for all information posted on the Website by anyone using your email address and password and any payments due for services accessed through the Website by anyone using your email address and password. Any breach of security of an email address and password should be notified to us immediately.

2.4.2. You may not adapt or circumvent the systems in place in connection with the Website, nor access the Website other than through normal operations.

## **2.5. Data submitted by users**

2.5.1. We accept no liability for data supplied by any user for display on the Website and the limitations in section headed "Exclusions of liability" apply.

2.5.2. If you submit data for display on the Website you are responsible for ensuring that the data is accurate, complete and up to date and for updating that data where necessary. If you submit data for display on the Website you are responsible for ensuring that no data is uploaded or submitted which is untrue, defamatory, obscene or abusive or otherwise objectionable or in breach of any applicable laws or rights of third parties. You warrant that you have taken all reasonable precautions to ensure that any data you upload or otherwise submit to the Website is free from viruses and anything else which

may have a contaminating or destructive effect on any part of the Website or any other technology.

2.5.3. We reserve the right (without limiting our rights to seek other remedies) to remove offending material placed on the Website that we consider to constitute a misuse of the Website or which is otherwise harmful to other users of the Website.

You will indemnify us for any claim or loss (including without limitation, economic loss) suffered by us arising out of your failure to observe any of the terms of this condition headed "Data Submitted by Users".

## **2.6. Termination**

2.6.1. We reserve the right to terminate your access to the Website and/or your Booking immediately and without notice and invalidate your Ticket so that you will be refused entry at the venue if you breach any provision of these terms and conditions.

## **3. General terms and conditions applying to Ticket Purchases and use of this Website**

3.1. If any provision of any of the terms and conditions on the Website is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of the terms and conditions shall not be affected. We may modify any of the Website Terms at any time by publishing the modified terms and conditions on the Website. Any modifications shall take effect 3 (three) days after posting on the Website. We may modify any of the Ticket Purchase Terms at any time by providing the modified terms each time you make a Booking. By using this Website and its services you agree to these terms and conditions at the time of use or of Booking, therefore you should check these terms each time you access the Website and make a purchase.

3.2. All disclaimers, indemnities and exclusions in these terms and conditions shall survive termination of the agreement between us for any reason.

3.3. English Law governs all of these terms and conditions and each party submits to the exclusive jurisdiction of the English courts.

3.4. Neither party shall be liable to the other to the extent that any liability relates to an event over which that party has no control.

3.5. No part of this agreement is enforceable by anyone who is not a party to it, pursuant to the Contracts (Rights of Third Parties) Act 1999 except the following terms and conditions may be enforced by the Promoter in their own rights; "Gaining admission to the Event", "Venue rules and regulations and Age restrictions", "Concessionary rates, right to admission".

## **4. Variations to the above due to Covid Regulations**

4.1. If we are required to cancel an event due to restrictions introduced by the Government relating to the current Pandemic then we will use our reasonable endeavours to refund the value of the ticket paid less any charges we have had to pay to process your payment.

4.2. If we are required to cancel the live event then you will be issued a digital ticket in replacement of the live ticket and the difference will be refunded to you.

4.3. Should the government further restrict the numbers that can attend a live event then we will honour the live tickets on a first come-first served basis up to that limit. Any other live tickets purchased will be issued with digital tickets in replacement of the live tickets and the difference will be refunded to you.

## **5. Contact details**

We can be contacted via email at: [info@talfestival.org](mailto:info@talfestival.org)