

Terms & Conditions

This document sets out the terms & conditions on which we supply tickets to Applicants for our Events. Please read these terms & conditions carefully before attending our Event as by purchasing a ticket it will be understood that you agree to and abide by the terms & conditions set out therein.

1. INFORMATION ABOUT US

1.1 Kent Events Limited is a Company registered in England and Wales under Company Number 06546870 and with a registered office at 3 Northwood Road Ramsgate Kent. CT12 6RR ("KE").

2. DEFINITIONS AND INTERPRETATION

2.1 The following definitions and rules of interpretation apply throughout these terms & conditions:

Applicant:- Means a person who purchases a ticket from KE for an Event.

Event:- Means an event organised by KE.

Prohibited Items:- Means weapons, political or offensive materials, dangerous items, alcohol, personal fireworks and sparklers, bicycles, skates and such other items as KE may deem to be prohibited from time to time.

Venue:- Means the place where an Event is held.

Working Day:- Means any day (excluding bank holidays, Saturdays and Sundays) when the banks in the City of London are open for business.

3. TICKETS – **Cash / Cheque (made payable to Kent Events Ltd) only**

3.1 Tickets merely give the right to entry to the Venue upon these terms & conditions.

3.2 Tickets themselves shall remain the property of KE at all times.

3.3 Tickets shall not be resold or transferred.

3.4 Tickets shall not be purchased or obtained from or through any person, commercial agent, company or otherwise than directly by the Applicant through KE, their appointed agent(s) or recognized operator(s).

3.5 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 Event or by the intended recipient(s). The provision of such ticket(s) by an Applicant to such person(s) without payment shall not contravene clause 3.3 above.

3.6 Tickets may not be purchased in bulk (10 or more) with the intent of selling them on to any other person, other than as a result of any offer made by KE to any organisation to purchase on bulk at discounted prices

3.7 Any ticket obtained in breach of these terms & 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 & conditions in order to gain or provide entry to the Event will be ejected from the Venue.

3.8 Tickets are issued subject to the rules and regulations of the Venue

3.9 Tickets purchased for the Event and which are not used should be returned to KE at Margate Media Centre, 11-13 King Street Margate Kent CT9 1DA.

3.10 Applications for refunds will only be accepted if notification is received within 48 hrs subject to clauses 6 and 7 below and the tickets are returned within 14 days of the Event. Proof of posting is not proof of delivery. Refunds will be made by cheque and sent by 1st class post within 60 Working Days of receipt.

4. ENTRY TO THE VENUE

4.1 Entry to the Venue is subject to the right of KE or their staff or agents to search the Applicant and their belongings.

4.2 Entry with Prohibited Items is restricted.

4.3 KE or our staff or agents acting on our behalf reserve the right to refuse admission to any Applicant if we shall think fit, without giving any reason.

4.4 Tickets cannot be exchanged or replaced after purchase and entry to the Venue.

4.5 KE or our staff or agents acting on our behalf reserve the right to refuse entry to anyone not in possession of a valid ticket.

5. BEHAVIOUR AT THE VENUE

5.1 The use of cameras, video or other recording or transmission equipment for commercial purposes is strictly forbidden, any such photographs or recordings may not be used without the written consent of KE.

5.2 Anti-social behaviour, threats or abusive language will not be tolerated, and the person(s) responsible will be removed from the Venue and in such circumstances reported to the Police.

5.3 Strictly no alcohol is permitted to be brought into the Venue.

6. POSTPONEMENT OF EVENT

6.1 If the Event does not open on the advertised date due to safety reasons and the original Applicant cannot attend the alternative date, the Applicant may seek reimbursement of the amount that they paid for the tickets in accordance with clause 3.10 above. The maximum refund payable will be the face value of the tickets for the day concerned.

6.2 If the Event is postponed all tickets will be honoured for the rescheduled date

6.3 Subject to clauses 6.1 and 6.2 above the following will apply:

6.3.1 Full refunds will be provided only as long as the Applicant notifies KE within 48 hrs of notification on our website or via the media, whichever is the sooner, either in writing, via email or by phone message, leaving their names, address and the number of tickets requiring a refund. Requests made following this time will incur a 50% administration fee.

6.3.2 If any request is received for a refund after 48 hrs, there will be no refund alternative. Applicants may request that tickets be held over to the following year's event.

6.3.3 Upon receipt of notification to KE of application for a refund we will provide you with a refund as appropriate within 60 working days where possible.

6.3.4 All refunds are made by way of cheque. There is strictly no cash alternative.

6.3.5 Any request for a refund where the purchase has been made by cheque, will not be processed until a full 14 days after the cheque has cleared.

7. CANCELLATION OF EVENT

7.1 In the event of a full cancellation of the Event by the organisers, landowners or on the grounds of public or company safety the following shall apply:

7.1.1 Full refunds will be provided only as long as the Applicant notifies KE within 48 hrs of notification on our website or via the media, whichever is the sooner, either in writing, via email or by phone message, leaving their names, address and the number of tickets requiring a refund. Any requests made after this time will incur a 50% administration fee.

7.1.2 Upon receipt of notification of application for a refund to KE, we will provide you with a refund as appropriate within 60 Working Days where possible. All refunds are made by way of cheque and there is strictly no cash alternative.

7.1.3 Any request for a refund where the purchase has been made by cheque, will not be processed until a full 14 days after the cheque has cleared.

8. LIABILITY

8.1 KE are not responsible for any loss, injury or damage, howsoever caused, to the Applicant except where such loss, injury or damage is caused by the negligence of KE, our employees or agents.

8.2 KE's liability for losses suffered as a result of the Applicant breaching these terms & conditions are strictly limited to the purchase price of the ticket.

8.3 This clause does not include or limit in anyway the liability KE for:

8.3.1 Death or personal injury caused by our negligence.

8.3.2 Fraud or fraudulent misrepresentation; or

8.3.3 Any matter for which it would be illegal for us to exclude or attempt to exclude our liability.

9. MISCELLANEOUS PROVISIONS

9.1 If the Event opens later than originally stated or any part of the Event is delayed for safety or technical reasons the below clauses will apply.

9.2 All refund policies are based on the Event and not the arrival of the Applicants; there are strictly no

exceptions to this.

- 9.3 KE's or the Landowners decision as to how long the Event will remain open is final.
- 9.4 Only those Applicants who originally purchased the tickets will be eligible for any refunds as appropriate. Tickets will not be refunded to a third party
- 9.5 Tickets will not be refunded if the following apply:-
- 9.5.1 if tickets were purchased through an unauthorised outlet; or
- 9.5.2 if Applicants did not attend an Event that opened as planned including an Event that was postponed to an alternative date; or
- 9.5.3 if Applicants were unable to attend an event for any reason whatsoever which was not directly attributable to any failure on the part of KE, including, but not limited to personal circumstances, illness, strike and travel problems; or
- 9.5.4 if only part of the Event was forced to close.
- 9.6 Refunds will only be considered on tickets, according to these terms & conditions. KE shall not be liable in whole or in part for any consequential losses, including but not limited to travel expenses, parking fees or out of pocket expenses.
- 9.7 **Animals / Pets:** Strictly no admittance will be given to animals, other than those forming part of any act or belonging to concessionaires (Strict rules apply).
- 9.8 **Bonfire:** Every effort will be made to ignite the bonfire, but KE cannot be held responsible for severe weather conditions. Under these circumstances and in the interest of public safety the bonfire may not be lit.
- 9.9 **Disabled Visitors:** Attendants cannot be provided but one companion is admitted free of charge per wheelchair user, visually impaired visitors or other persons whose disability necessitates a carer.
- 9.10 **Ground conditions:** Please note that this is a temporary, outdoor Event on open parkland and is subject to varying weather and ground conditions. The Event is on open ground and care must be taken. We therefore advise that you check the weather forecast for the day of your visit, 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 to the Event may be postponed for 24hrs in the interest of safety.
- 10. SEVERABILITY**
- 10.1 If any of these terms & conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 11. VARIATION**
- KE reserve the right to amend or vary these terms & conditions from time to time.