

Billericay Round Table Fireworks Event

TERMS AND CONDITIONS 2018

(Last revision: September 24th 2018)

TERMS APPLYING TO ALL TICKETS PURCHASED FOR THE BILLERICAY ROUND TABLE CHARITY FIREWORKS EVENT, SATURDAY 3RD NOVEMBER 2018:

Ticket exchange and resale

All tickets sales are final and we will only refund tickets in the case of cancellation of the event, without the intention to re-stage at an alternative time. Alternative time to be at the discretion of Billericay Round Table (BRT). All tickets are non-transferable and may not be resold.

Rules of admission

- You need a valid ticket which must be produced on arrival in order to enter event.
- The paper ticket remains the property of the BRT.
- The advertised running time may change on the day of the performance, subject to operational demands.
- We reserve the right to refuse admission in reasonable circumstances or to request any ticket holder to leave the event and take appropriate action to enforce this right.
- To ensure our audience safety BRT (or its agents) may conduct occasional security searches which may include searching your bag before entering the event.
- Your ticket can only be refunded if the event is cancelled. Details of our Ticket Exchange and Resale Policy are set out above.
- In the event of a cancelled event or if the event has to be abandoned part way through, we will not be liable for additional travel or accommodation expenses.
- Reselling your ticket for profit or commercial gain makes it void.
- Any unauthorised copying, or reproduction of tickets, makes the original tickets void. In addition anyone within a party of ticket holders found in possession of a reproduction ticket also voids the tickets of all members of that party.
- We reserve the right to make alteration to the advertised details for the event at short notice (for example entertainment changes). In these instances the BRT is not obliged to refund the ticket.
- The event or public areas may be filmed, sound recorded or photographed. Buying a ticket affirms your consent to the filming, sound recording and/or photography of yourself as a member of the audience and possible subsequent broadcasts/publication.
- The event is a fireworks display with a large bonfire – every effort is taken to minimise the effects of ash and falling debris, however we cannot be held responsible for the loss or damage to your personal property (including clothing, pushchairs, prams etc..) whilst at the event.
- We accept no responsibility for consequential losses, loss or damage to all other personal property whilst at the event.
- Strobe lighting, smoke effects, loud bangs and flashes are used in this event.
- For Health & Safety reasons, you may not take glass bottles, sparklers or bangers into the event.

ADDITIONAL TERMS APPLYING TO TICKET PURCHASES FROM THE BILLERICAY FIREWORKS WEBSITE:

Information about purchasing tickets from the Billericay Fireworks website

- The website at www.billericayfireworks.co.uk (our website) is owned and operated by BRT.
- This page and any documents referred to on it tell you the terms and conditions on

which we supply tickets to you from our website (Tickets). Please read these terms carefully before ordering any Tickets from our website as, by doing so, you accept these terms and conditions.

- You will need to click the box marked "Accept" in the course of your purchase of Tickets to confirm your acceptance of these terms. If you don't accept these terms, you will not be able to order any Tickets from our website.
- You should print a copy of these terms for future reference

Payment details, prices and delivery

- The price of any Tickets will be as quoted on our website, except in cases of obvious error.
- If you are under 18 years old you may purchase Tickets only with the involvement of your parent or guardian.
- Online ticket sales will remain open up to and including Saturday 3rd November 2018, subject to availability.
- Payment for all online Tickets must be by credit or debit card. We accept all major credit and debit cards, with the exception of Diners Club International and we will not charge your credit or debit card until we confirm your order.
- When you book Tickets on our website you can either specify that you want a 'print at home' version or that you want us to post them to you. If you want Tickets posted, we will charge you an additional postage charge which will be specified when you make your order.
- We will not accept any responsibility for tickets that are mislaid or lost in the post.
- We will use best efforts to post Tickets to you within 7 days of making a booking, although there may be instances where for security or other reasons we are only able to dispatch Tickets in the weeks immediately prior to the event.
- Where this is the case, we will inform you at the time of booking.

How the contract is formed between you and us

- After placing an order, you will receive an email from us acknowledging that we have received your order and confirming whether or not we can accept that order. The contract between us (Contract) will be formed when we send you an acknowledgement email which confirms our acceptance of your offer to purchase the Tickets.
- The Contract will relate only to those Tickets indicated in the acknowledgement Email. We will not be obliged to supply any other Tickets which may have been part of your order until acceptance of your order for those tickets has been confirmed in a separate acknowledgement email.

Links & disclaimer

- We may provide links on our website to the websites of other companies, whether affiliated with us or not. We cannot accept any liability for any purchase from companies to whose website we have provided a link on our website. This disclaimer does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller in order for the transaction to proceed.

Our refunds policy

For our policy on refunds, please see above.

Our liability

- Our liability to you (whether in contract, tort (including negligence) or otherwise) is limited to the purchase price of the Tickets you have purchased.
- In the unfortunate event that the event has to be cancelled or abandoned part way through, we will not be liable for any accommodation, travel or other costs you incur.
- We will not accept liability for any indirect, special or consequential losses, including (for

example) loss of profits, revenue, contracts, data or goodwill.

- These terms of use do not affect your statutory rights as a consumer.
- Nothing in these terms limits our liability for death or personal injury caused by our negligence or for any other matter for which it would be illegal for us to limit, or attempt to limit, our liability.

Written communications

• Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This section does not affect your statutory rights.

Notices

• All notices given by you to us must be given to the Secretary, Billericay Round Table Charitable Trust, 50 Wash Road, Noak Bridge, Basildon SS15 4EN or by email to info@billericayroundtable.co.uk. We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email 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 email that such

Events outside our control

- We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event).
- A Force Majeure Event includes any act, event, omission or accident beyond our reasonable control and includes (as well as others) such things as: terrorist attack, fire, flood or natural disaster, epidemics, impossibility of the use of means of public or private transport, or public or private telecommunications networks or the threat of any of these things.
- If a Force Majeure Event occurs, we may have to cancel the event or abandon it part way through and our obligations to you are deemed to be suspended for the period that the Force Majeure Event continues. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event. Please note our refunds policy above.

Other Matters

- We may transfer, assign, charge, sub-contract or otherwise dispose of any Contract at any time, but you may not do so without our prior written consent.
- If we fail to exercise any of our rights under any Contract, this will not amount to a waiver by us of those rights.
- If any part of these terms or of any Contract is unenforceable, this will not affect the enforceability of any other part.
- We intend to rely upon these terms and any document expressly referred to in them in relation to the subject matter of any Contract.
- These terms, together with any document referred to in these terms, constitute the whole agreement between you and us.

Changes

- We may revise these terms of use at any time by amending this page. You should check this page from time to time to take notice of any changes we have made, as they are binding on you.

- Any Contract will be subject to the terms in force at the time that you order Tickets from us, unless any change to these terms is required to be made by law or governmental authority (in which case it may apply to orders previously placed by you).

Law & jurisdiction

- These terms and Contracts for the purchase of Tickets through our website will be governed by English Law. Any dispute over or claims arising from these terms or any Contracts will be subject to the exclusive jurisdiction of the English courts, although we retain the right to bring proceedings against you for breaking these terms or any Contract in your country of residence or any other relevant country.

About Billericay Round Table

Billericay Round Table is registered in England and Wales as a charity under no. 1050363. Our main trading address is: 50 Wash Road, Noak Bridge, Basildon SS15 4EN or by email to info@billericayroundtable.co.uk
If you have any concerns about material which appears on our website please contact: web@billericayroundtable.co.uk