

TOWERSEY FESTIVAL - TERMS AND CONDITIONS

Updated 31st August 2021

THE POSSESSION OF A TICKET OR WRISTBAND CONSTITUTES AN ACCEPTANCE BY THE HOLDER OF THE TERMS AND CONDITIONS BELOW

Please read these pages carefully as all ticket holders are bound by this information and instruction.

In the unlikely event that you are unable to find the information you are looking for, please contact us:

Towersey Festival Ltd 45 Little Lane Kimberley Nottingham NG16 2PE UK

info@towersefestival.com

Tel +44 (0)115 8774424

1. Definitions

In these Terms & Conditions all references to:

“The Festival” – Towersey Festival

“Force Majeure” – shall have the meaning given to it in clause 6

“Prohibited Items” – shall have the meaning given to it in clause 5

“Promoter”, “Us” or “We” – Towersey Festival Ltd

“Terms and Conditions” – these terms and conditions;

“Ticket” – a valid ticket for The Festival purchased from an authorised ticket agent

“Website” – www.towersefestival.com

“Wristband” – a valid wristband for which You have exchanged Your barcode ticket and which permits you admission to The Festival

“You” – the holder of the Ticket and “Your” and “Yourself” shall be read accordingly

2. Incorporation of Terms and Conditions

2.1 These Terms and Conditions incorporate, and should be read in accordance with, the terms and conditions of the authorised ticket agent from which You purchased Your Ticket, copies of which are available upon request from the relevant authorised ticket agent. In the event of any inconsistency between these Terms and Conditions and the terms and conditions of the relevant authorised ticket agent, these Terms and Conditions shall prevail.

2.2 All Tickets are sold subject to these Terms and Conditions. Please read these Terms and Conditions carefully prior to purchase and raise any queries with The Festival prior to purchase.

2.3 These Terms and Conditions are subject to change from time to time without notice and in our sole discretion. We will notify You of amendments to these terms and conditions by posting them to our Website or to the website of our authorised ticket agents.

2.4 By purchasing and/or using a Ticket You confirm that You, and each person you are purchasing a Ticket for or on behalf of, have read these Terms and Conditions and agree and accept to be bound by them.

3. Tickets and Wristbands

3.1 Tickets for the Festival are non-transferable. Each Ticket details the name of the registered Ticket holder or, if You have purchased multiple Tickets, the name of the person who purchased the Ticket(s).

3.2 Your ticket receipt will be sent to you as an email from our ticket agents. Please check the booking information and if any of it is incorrect, please contact The TicketSellers directly:

info@theticketsellers.co.uk

Please save your ticket receipt email. It will contain a QR logo and a pdf file that contains the QR logo for scanning. Make sure you have your ticket order proof available for us to process at the Box Office when you arrive at The Festival. Either printed or on a smart phone. No tickets will be sent out by post.

Please note that Towersey Festival does not accept responsibility for additional tax and duty charges levied by HM Revenue & Customs and if necessary, will charge the advertised price.

3.3 Upon arrival at the Box Office, You must present a Ticket Receipt/booking reference and proof of identity and age in order to be issued with a Wristband for entry to the Festival. You must retain the Wristband around your wrist at all times during the Festival. Your Ticket and/or Wristband may be invalidated if any part of it is removed, altered or defaced.

3.4 Only Tickets purchased from The Festival's authorised agents shall be considered valid. Tickets bought from other sources will be refused admission without refund.

3.5 Price and availability information is subject to change without notice. You will be advised of the price and availability of Tickets at the time of purchase. The price for the goods will be as published on the website at the time you place your order. We try to ensure that all prices displayed on the website are accurate, but the price of the goods on your order will need to be validated prior to processing your order. If there is a problem, we will inform you of the correct price and will give you the opportunity to purchase the goods at the correct price or cancel your order. All products on the website are priced in pounds sterling. For sales delivered to UK addresses prices include VAT at the current rate of 20%.

3.6 Tickets and/or Wristbands are non-returnable and refunds will not be made on returned Tickets and/or Wristbands unless provided for under these Terms and Conditions.

3.7 You are solely responsible for the safe keeping of Your Ticket and/or Wristband and The Festival is not responsible for any Ticket or Wristband that is lost, stolen, damaged or destroyed.

3.8 Concession Tickets (Adult Weekend tickets only). Available for 65+, full time students, people claiming Universal Credit (UC), Jobseeker's Allowance (JSA), Employment and Support Allowance (ESA) or Personal Independence Payment (PIP). Proof of entitlement must be shown on collection please. These tickets can be bought without or with camping, subject to availability. Please ensure you choose the correct option when booking. Weekend Tickets cover ALL programmed events from Friday to Monday.

3.9 When available (on sale), Day Tickets cover all events on the relevant day (subject to space), for Friday, Saturday, Sunday and Monday. Camping NOT included but can be purchased - permitted on the night of the Day ticket bought. Please buy night camping tickets at the same time as your Day tickets. Subject to availability.

3.10 Weekend tickets can be bought without or with camping, subject to availability. Please ensure you choose the correct option when booking. Weekend Tickets cover ALL programmed events from Friday to Monday.

3.11 Young People (5-17yrs) Tickets available (subject to availability) when booked at the same time as Adult Tickets only. If camping is required, the Adult must be booked into the same camp site as the Young People ticket holder(s).

4. Amendments, Cancellations & Refunds

4.1 Please note that all Tickets are non-refundable and in the event you cannot or no longer wish to attend The Festival, or you wish to cancel your Ticket for any other reason, you shall not be entitled to a refund from Us.

4.2 Tickets are sold subject to The Festival's right to alter or vary the published Festival programme which may result in changes including but not limited to, the artist and performer line-up, playing times, Festival Venue or any other aspect of The Festival, and The Festival reserves all rights in this regard. Any published start times of a performance at The Festival are estimates only and are subject to change without notice. The Festival shall not be liable for any change of a published start time.

4.3 All advertised times are approximate and subject to change without notice. It is Your responsibility to make appropriate arrangements to ensure that You arrive at the relevant Festival Venue in sufficient time in case the event starts early and to ensure that You are able to stay until the close of the event should You wish to if it overruns. We will not be responsible to make any refund or meet the costs of any alternative travel arrangements or for any loss of enjoyment or other indirect loss as a result of an event not running to the precise advertised times.

4.4 In the event of a cancellation or postponement, you will be entitled to a refund on Your Ticket (excluding booking fee and CIP – see later notes).

4.5 The Festival will not have any liability for refunds or compensation relating to any personal arrangements including travel, subsistence and accommodation in relation to The Festival which have been arranged by You and are made at Your own risk.

4.6 Where cancellation takes place part way through the Festival, We will review the possibility of refunds based on the reason for cancellation and the timing. Neither We or TTS guarantee refunds in this situation.

4.7 If You are eligible for a refund according to these terms, You will be required to contact TTS in writing (letter or email) within 28 days of Your notification of eligibility. You must follow all instructions within TTS terms and conditions, in particular those relating to timeframes, as failure to do so may affect your right to a refund. Refunds will only be made to the person who purchased the Tickets.

4.8 It is Your responsibility to check that The Festival has not been cancelled, postponed or subject to a Significant Change. Information on such matters will be made available on behalf of The Festival as soon as reasonably practicable via social media and/or on the Website and/or on the authorised ticket agent's websites and/or at the relevant Festival Venue. Customers are advised that The Festival may not always give notice of any cancellation, postponement or a Significant Change due to the circumstances involved and We cannot accept liability for this.

4.9 Tickets will not be refunded where they have been used to gain entry to The Festival and in no circumstances shall any refund be given where You are able to and choose not to attend a postponed Festival.

5. Your Safety

5.1 The Festival, its employees, representatives, agents, subcontractors, or any authorised person at The Festival (including but not limited to The Festival Venue's security team and the licence holder of any Festival Venue) reserves the right to refuse You admission and/or eject You from the Festival

Venue and/or the Festival without any liability for refunds or compensation, for any reason whatsoever, including but not limited to:

- Health and safety, anti-social behaviour or licensing reasons;
- if You behave in a manner which has or is likely to affect the enjoyment of other persons at the Festival or at a Festival Venue;
- if You use threatening, abusive or insulting words or mannerisms;
- if You are found to be selling goods and/or trading at the Festival and/or in a Festival Venue without all necessary and valid permits and licences;
- if in Our reasonable opinion You are acting under the influence of alcohol or drugs;
- if You fail, when required, to produce an acceptable proof of identity or age;
- if You breach these Terms and Conditions;
- if You are found to be carrying any Prohibited Item;
- if You refuse to comply with The Festival's or Festival Venue's security searches.

5.2 The Festival and each of their respective employees, agents and representatives have the right to conduct security searches from time to time and refuse admission to You, or eject You, from the Festival and/or Festival Venue, without any liability for refunds or compensation, should You refuse to comply with such security searches.

5.3 The Festival and each of their respective employees, agents and representatives have the right to confiscate any item, without liability, which in their reasonable opinion may cause danger or disruption to any other persons at The Festival and/or Festival Venue. Including but not limited to:

- animals;
- laser pens;
- fireworks;
- firecrackers;
- items which may be regarded as weapons;
- illegal substances, legal highs or any other item which in the reasonable opinion of the Festival Venue or its agents may cause harm or disturbance to either You or the other guests ("Prohibited Items"). Anyone found in possession of illegal substances or contraband goods (including but not limited to any Prohibited Item) will be refused admission to or ejected from The Festival and may also be liable for prosecution. Any items found that may be used in an illegal or offensive manner will be confiscated, regardless of whether or not the item itself is illegal.

5.4 You must comply with any and all instructions given to You by Festival and Festival Venue staff.

5.5 Strictly no trading or other commercial activity by any Ticket holder (including photography or filming for a commercial purpose) will be allowed at The Festival or in or outside the Festival Venues without The Festival's prior written consent. If You are found to be selling any items (whether Prohibited Items or not) and/or trading in or outside a Festival Venue or at The Festival without all necessary licences and consents, you will be ejected from The Festival and reported to the local police. If You are ejected from The Festival in accordance with this clause, You shall not be entitled to a refund in any circumstances.

5.6 By purchasing a Ticket, You consent to being filmed, photographed and recorded for television, radio, webcast and other public broadcast in any medium and/or for any video or DVD as part of the audience and/or by onsite CCTV cameras and recordings for security purposes, the copyright to which shall be owned by The Festival or its contractors without payment or compensation.

5.7 The Festival Venues have maximum capacity limits and Your entry to a Festival Venue is subject to each Festival Venue's maximum capacity. You are advised to arrive at the relevant Festival Venue in sufficient time should You want to watch a particular artist as Your admission to a Festival Venue is not guaranteed.

5.8 The Festival may prosecute You if You cause damage to any Festival Venue, The Festival and/or any infrastructure around a Festival Venue, or cause harm to any other person at The Festival.

5.9 Licensed bars are operated at The Festival and you need to be over the age of 18 to purchase alcohol at the Festival. Please be aware that if we think that You look 25 years or younger You may be asked to provide proof of identification and if You are unable to do so You will not be served alcohol.

5.10 WARNING: Excessive exposure to loud music may cause damage to your hearing. Please note that pyrotechnics, lasers, smoke machines, strobe lighting or other special effects may take place during some performances.

5.11 There will be no admission to the Festival Venues before the designated opening times on any day of The Festival.

5.12 You must observe and comply with the safety advice, signage and any rules and regulations in force at the Festival Venues at all times.

5.13 You shall not bring into The Festival or display or distribute (whether for free or not) at The Festival any sponsorship, promotional or marketing materials.

5.14 Anti-social behaviour and illegal activities, including but not limited to the use, supply and/or possession of illegal substances and/or legal highs, are strictly prohibited at The Festival and You will be ejected from or refused entry to The Festival without refund and will be reported to the local police. In the event that You have been ejected from or refused entry to The Festival for any reason whatsoever our liability to You will cease and You will be required to leave The Festival immediately. We will have no further obligations to You. No refunds will be made and we will not pay any expenses or costs incurred as a result of ejection. You may also be required to pay for loss and/or damage caused by your actions. You agree to indemnify Us for any claims (including legal costs) subsequently made against Us as a result of your actions together with all costs We incur in pursuing any claim against You. We cannot be held responsible for the actions or behaviour of other guests or individuals at The Festival.

5.15 The Festival reserves the right to restrict and ban vehicle movement on site should the weather conditions or site safety indicate the need.

5.16 A limited amount of alcohol may be brought on to the campsite for your own personal consumption. NO alcohol may be brought onto the Festival Green (Live Site) or into any Festival Venues.

5.17 The Festival reserves the right to implement any restrictions/conditions deemed necessary before and during The Festival to ensure the safe management of The Festival and any event at The Festival.

6. Our Liability

6.1 We, our servants, agents or representatives shall not in any circumstances be responsible or pay You any compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

(a) the act(s) and/or omission(s) of the person(s) affected;

- (b) the act(s) and/or omission(s) of a third party unconnected with the provision of The Festival and which were unforeseeable or unavoidable; or
- (c) in any circumstances where there is no breach of a legal duty of care owed by Us or any of our servants, agents or representatives;
- (d) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach;
- (e) to the extent that any increase in any loss or damage results from the breach by You of any of these Terms and Conditions;
- (f) unusual or unforeseeable circumstances beyond Ours or Our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (g) an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

6.2 We will not be liable to You for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure. For the purposes of these Terms and Conditions, Force Majeure can include, but is not limited to war, threat of war, civil strife, national mourning, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, disease pandemic and all similar events outside our or our supplier(s) control. Advice from the Foreign Office to avoid or leave a particular country may also constitute Force Majeure.

6.3 We shall not be liable to You for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with The Festival and/or Our obligations hereunder including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity, or loss of publicity or loss of reputation, or opportunity to enhance reputation, or loss of contract or other economic or consequential loss arising from the performance (or any failure to perform) these Terms and Conditions.

6.4 The Festival will not have any liability to You whatsoever for loss or expenses incurred in connection with The Festival or any cancellation of The Festival, including, without limitation, costs of any personal travel, accommodation or hospitality arrangements made relating to The Festival or the cancellation of The Festival.

6.5 You are expected to have appropriate insurance in place to cover any loss, damage or theft to Your personal possessions or property as well as travel insurance where You have purchased the Ticket with additional travel arrangements. You are advised to claim on this insurance policy in the event of any loss or damage and We will not accept any responsibility personal possessions or property.

6.6 Nothing in these Terms and Conditions shall exclude or purport to exclude liability for death or personal injury as a result of our negligence, or for fraud or fraudulent misrepresentation.

7. Data Protection

7.1 To the extent permitted by law and with Your consent, personal information provided by You to The Festival will be used for all purposes reasonably connected with the provision of The Festival and the operations of The Festival. The Festival may also from time to time contact you with information about special offers, brochures, new products, forthcoming events or competitions. The Festival may also pass your details to other parties who offer goods or services which we feel may be of interest to you.

If You have any queries about this, please write to:

Towersey Festival Limited, 45 Little Lane, Kimberley, NOTTINGHAM, NG16 2PE.

You will be given the opportunity to unsubscribe from such marketing communications when You place Your order and You can unsubscribe from any email communications You receive from The Festival by following the unsubscribe link.

7.2 We have taken all reasonable steps to have appropriate security measures in place to protect your information. The transmission of information via the internet is never completely secure. We exclude our liability for personal data lost in transmission to the website.

7.3 You are generally entitled to ask Us (by letter or e-mail) what details of Yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request.

8. Accessibility

8.1 The Festival takes place on a green field site with flat access. There is a drop-off point by the main gate and a dedicated area for parking. Due to the layout of the site this is the closest to the venues we can safely get a vehicle.

8.2 There is wheelchair/mobility scooter access at all venues and at our mainstage, known as Venue 65, there is also a well-positioned viewing platform. Our volunteers are always on hand and ready to assist if required.

8.3 If you choose to stay overnight, there is a designated camping area for those with accessibility requirements. There are dedicated toilet and shower facilities in this area and if needed, hook-up for recharging scooter batteries, etc. You may also keep a road vehicle nearby. This area has its own manager who will be on hand from Get-in to Get-out to advise and assist.

8.4 We offer a complimentary ticket to anyone requiring a Personal Assistant (PA) and ask that you provide proof of eligibility - via email is fine. Proof accepted is:

- Front page of DLA / PIP (no specific rate)
- Front page of Attendance Allowance letter (no specific rate)
- Evidence of being registered severely sight impaired (blind)
- Recognised Assistance Dog ID card

We are unable to accommodate dogs* on any area of the Site. * Dogs to assist people with disabilities will be admitted to all venues including the Festival Green

If you have any questions, please call us on 0115 8774424 or email us on info@towersefestival.com from where we will respond as soon as possible and do what we can to help make your visit to Towersey Festival a great experience.

9. COVID-19

Details on the latest Government advice and guidance will be noted here when available.

10. General Ticket Terms

10.1 TOWERSEY FESTIVAL 2022 TICKET TYPES (all tickets are subject to non-refundable agent booking fees and all adult tickets include a non-refundable Community Indemnity Pledge)

Adult Tickets (18+)

Adult Weekend, non camping Early Bird

Adult Weekend, non camping Standard

Adult Weekend, non camping On the Door

Adult Weekend, with camping Early Bird
Adult Weekend, with camping Standard
Adult Weekend, with camping On the Door
Adult Weekend, Concession, non camping Standard
Adult Weekend, Concession, non camping On the Door
Adult Weekend, Concession, with camping Standard
Adult Weekend, Concession, with camping On the Door

Concessions are 65+, full time students, people claiming Universal Credit (UC), Jobseeker's Allowance (JSA), Employment and Support Allowance (ESA) or Personal Independence Payment (PIP)

Adult Day Ticket
Adult Camping Permit

Camping Permits can only be purchased with Day tickets for the night of the ticket.

Young People Tickets (5-17 years)

Young People weekend, non camping Early Bird
Young People weekend, non camping Standard
Young People weekend, non camping On the Door
Young People weekend, with camping Early Bird
Young People weekend, with camping Standard
Young People weekend, with camping On the Door
Young People Day Ticket
Young People Camping Permit

Camping Permits can only be purchased with Day tickets for the night of the ticket.

A maximum of three Young People tickets can be purchased to everyone equivalent Adult ticket. The accompanying adult must be over 21.

Under 5s Tickets (4 and under)

Child Weekend

Free but do need to be booked and can only be booked with an accompanying equivalent Adult ticket.

Extras

Car Pass

Must be purchased for every car entering the site, excluding campervans, motorhomes and cars towing caravans.

Caravan/Campervan

Must be purchased for every motorhome/campervan and car towing a caravan.

Electric Hook Up

6 amp power supply for your van, motorhome or tent. Pitches will be allocated on a first come first served basis but will all have an allocated amount of space for van and awning. Cables will not be provided by The Festival.

10.2 All tickets:

- are subject to agent booking fees listed and applied by The TicketSellers (TTS) at the point of sale
- are sold subject to availability and at the prices listed on the ticket page via our sole agent, TTS
- will be confirmed by email on the day of purchase by TTS
- are e-tickets with QR codes and will be emailed out by TTS close to the event (date TBC)

10.3 To ensure receipt of e-tickets, it is Your responsibility to update Your account and contact information with the ticket agent should any details change.

10.4 All entrants to The Festival must be within the correct age bracket of their tickets on the opening date of The Festival. Identification checks may be requested, refusal of entry or surcharges may be applied should a patron hold the wrong ticket type upon arrival to site. Photographic proof of identification may be required. Valid forms of ID include a Driver's License or a Passport (not a photocopy).

We reserve the right to refuse admission or charge additional surcharges if the incorrect ticket has been purchased.

Towersey Festival Ltd reserves the right to cancel tickets purchased for any reason.

All individuals are counted as a person(s) irrespective of age and must have a ticket in order to gain entry to The Festival.

All tickets are non-transferable.

It is not permitted that vehicles are slept in during the event, except properly converted campervans and motorhomes. A pitch must be booked for the caravan/motorhome campsite, the spaces on this site are only for caravans/campervans/motorhomes.

Car Passes must be purchased for every car entering the site, excluding campervans, motorhomes and cars towing caravans. These vehicles need to purchase a Caravan Pass.

Cars will be permitted to drive onto the campsites but must be removed and parked in the car park as soon as unloaded. It is not permitted to exit and re-enter the campsites with any vehicle, unless at the discretion of The Festival staff.

Cars towing caravans should purchase a Caravan Pass. No additional car pass is required, but you will be required to unhitch and park away from the pitch and your caravan.

Electric Hook ups can be booked for caravans, campervans and tents. The supply is 6 amp. The Festival will have a dedicated campsite for those who have booked electric hook up. Pitches will be allocated on a first come first served basis but will all have an allocated amount of space for van and awning. Cables will not be provided by The Festival. Power is from a temporary power source, therefore The Festival cannot guarantee a constant flow of power.

10.5 Young People and Under 5s

Young People and Under 5s tickets must be booked along with an equivalent adult ticket. For example, if a Young Person Weekend with camping Ticket is booked, an Adult Weekend with camping must also be booked. A maximum of three Young People tickets can be booked with one Adult ticket (adult must be over 21). The Young People Ticket holders must camp on the same campsite as their accompanying adults.

The lead adult purchaser of any group is assumed the responsible adult and guardian for any under 18's they purchase tickets for. Towersey Festival Ltd will assume the following of the lead adult purchaser:

- it is understood when booking that the lead adult purchaser for any under 18 at The Festival are legally entitled to make decisions for that child in emergencies.
- it is the responsibility of any such guardian to have requested and been given permission by the legal guardian of the child to act as the responsible adult for that Under 18 in emergencies.

All under 18's must be accompanied by their associated guardian at the box office to collect their tickets/wristbands.

11. Community Indemnity Pledge (CIP)

11.1 All Adult (18+) Tickets for Towersey Festival 2022 include a non-refundable Community Indemnity Pledge. If We deem it unsafe or unviable to go ahead with the Festival due to any and all unforeseen and uninsurable Government, Local Authority, Public Health England or any and all other authority restrictions or directives, ticket holders will receive a full face value (less booking fees) refund on all tickets not including the Community Indemnity Pledge (CIP) and any other non-refundable tickets. The non-refundable CIP funds will be retained by Us as a contribution to already incurred costs and to ensure viability into 2023.

We have developed this collective, community approach to ensure a more secure future for the Festival and to help guarantee that the year-round running costs of Towersey Festival are supported, so that planning for the next festival can safely continue.

By purchasing tickets for Towersey Festival 2022 you agree that any and all CIPs are non-refundable and will be excluded from any and all refunds processed.

Towersey Festival Ltd is a "Not for Profit" Company and as such does not give any profits (when there are any) to shareholders or directors. Profits go back into the Festival or go to projects that support the work of artists on our scene.

12. Governing Law & Jurisdiction

These Terms and Conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.