

Updated: 12 August 2023

## 1. Introduction

These Terms and Conditions of Entry (the "Terms") are legally binding and contain the agreement between all attendees ("guest(s)"/"you"/"your") of Aldeburgh Food and Drink Festival CIC held on 23 and 24 September 2023 at Snape Maltings, Suffolk (the "Event") with its registered address at 82 Mayfield Road, Ipswich, IP4 3NG.

Please read these Terms carefully as all Tickets to the Event are sold subject to these Terms, and they are deemed accepted by you (on your behalf and on behalf of everyone for whom you are purchasing a Ticket) upon purchase of your Ticket to the Event.

We reserve the right to vary these from time to time without notice and at our sole discretion. Updates will be published on the Event website and the date at the top of these Terms will be updated to reflect the date of the late amendments.

Any directives or statements printed on the Tickets or posted or announced at or in relation to the Event, also form part of these Terms.

In the instance of a breach of any of the Terms, we reserve the right to cancel the Ticket(s) and eject the offender(s) and retain all monies paid.

As used herein, "Ticket" means a paper, mobile/bar code, email, wristband or such other form of proof of entry which grants you entry to the Event.

## 2. Age Policy

The following age policies shall apply for the Event.

Any person under the age of 16 (i.e. aged 15 or under) must be accompanied by a responsible adult aged 18+. There is a limit of one person under the age of 16 per adult aged 18 – 20 inclusive and a maximum of four persons under the age of 16 per adult aged 21+.

We and our suppliers operate a strict Challenge 25 policy across all bars at the Events and valid ID is required to buy and drink alcohol.

Anyone under the age of 18 caught drinking or in the possession of alcohol will have the alcohol confiscated and may be ejected (together with, at our discretion, anyone in the same party) from the Event without any refund.

Anyone over the age of 18 caught buying alcohol for someone under the age of 18 will be ejected (together with, at our discretion, anyone in the same party) from the Event without any refund.

It is your responsibility to check the suitability of the Event for you and any children in your party (if permitted) regardless of official age restrictions, this includes considering the type of audience the Event is likely to attract and whether such an audience is a suitable

environment for everyone in your party. You will not be entitled to a refund if any aspect of the Event, including the behaviour of other attendees, causes offence to you or any children on whose behalf you have purchased Tickets.

### 3. Ticket Purchase

Only guests holding a valid Ticket will be admitted to the Event.

Tickets are not exchangeable, refundable or transferable. Re-sale or attempted re-sale is not allowed, unless expressly authorised by us (at our discretion).

Tickets, wristbands and/or other forms of rights to attend the Event are personal, revocable licences granted by us to each Ticket holder and shall at all times remain our property. For security purposes, we reserve the right to recall any accreditation or other rights to attend the Event at any time.

You are prohibited from using your Tickets as part of any promotion, competition, advertisement or give away, or as part of any product or service package, or for commercial gain, without our express written permission. Any attempt to do so will result in your Ticket (and the Ticket of anyone in your party) being void (resulting in the Ticket not being valid for entry, and, if already entered, ejection from the Event) without refund.

Replacement wristbands will only be issued at the box office if the original wristband is still on the guest's wrist at the time of request and may incur a charge, and our decision in this regard is final.

Ticket price and availability may be subject to change without notice prior to purchase.

Your Ticket may be invalidated without refund if any part of it is removed, defaced, altered or damaged, whether accidental or not. It is your responsibility to keep your Ticket safe and in its original condition.

Tickets are not issued on a sale or return basis and refunds will not be made on returned Tickets unless provided for under these Terms.

Ownership or possession of a Ticket does not confer any rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the Ticket.

### 4. Groups

The guest making the booking, when booking on behalf of other people, is responsible for circulating these Terms to their party and making sure that they have read and understood them, particularly Terms which relate to Entry & Exit (section 5), Prohibited Items & Unacceptable Behaviour (section 6), Accessibility Requirements (section 18), Epidemic/Pandemic including Covid-19 (section 20), Refunds (section 21) and Liability (section 23).

### 5. Entry & Exit

There will be no admission to the Event before the designated opening times on any day of the Event.

We reserve the right to refuse you entry to and/or eject you from the Event. In particular but without limitation you may be refused admission to or removed from the Event for any of the following reasons: for health and safety or licensing reasons; if you behave in a manner which has or is likely to affect the enjoyment of other persons at the Event; if you use threatening, abusive or insulting words or mannerisms; if, in our reasonable opinion, you are acting under the undue influence of alcohol or drugs; if you fail, when required, to produce proof of identity or age; if you breach these Terms; and/or if your Ticket is void.

No refunds will be offered to guests who are refused entry or ejected from the site at the discretion of the Event.

If you are refused entry to the Event, or have been previously ejected, you may not purchase another Ticket or otherwise gain entry.

Failure to produce the appropriate receipt/Ticket or pass, when so requested, may result in ejection from the Event, without later claim or compensation.

To ensure the safety of our attendees, from time to time we may have to restrict entry and or exit from certain gates and at certain times.

## **6. Prohibited Items & Unacceptable Behaviour**

Prohibited items or any items that we or third parties acting on our behalf (such as security) deem to be either; a risk to the safety, security or enjoyment of others; unsuitable to be taken to the Event; or, may be used in an illegal or offensive manner (regardless of whether or not the item itself is illegal) are not permitted to be taken into the Event site and campsite. In certain circumstances, entirely at our discretion, we may allow you to dispose of such items in order that you may be admitted to the Event. In such circumstances, the items will be disposed of in any manner we think appropriate and you will not be entitled to recover such item at a later time.

Ticket holders may be ejected if found in possession of prohibited items inside the Event site. Prohibited items include but are not limited to:

Drugs / Controlled / Psychoactive Substances – illegal drugs, Nitrous Oxide, ‘Legal Highs’ or any associated paraphernalia;

Weapons or replica weapons (or anything that could be considered a weapon in our opinion or that of security providers);

Bicycles, roller-skates, skateboards, scooters, personal motorised or non-motorised vehicles, except for wheelchairs;

Items considered to be dangerous or inappropriate in a festival environment, including, but not limited to; glass in any form, spray cans, gas canisters or compressed gas in any container, fireworks, flares, candles, pyrotechnics, smoke canisters, chinese lanterns, confetti, balloons, camp-fires, explosives, firearms, knives or blades, replica weapons of any sort, large golf umbrellas, stools, camping sticks, furniture, gazebos or parasols, sports

equipment, flags and banners, megaphones, amplification equipment, speakers over the size of 22.5 x 12 x 10 cm klaxons, airhorns, laser devices, remote controlled drones, hi-visibility tabards or similar;

Any other items which we or our security providers reasonably consider could pose a threat to the health and safety or enjoyment of any other guests;

All items listed as prohibited on specific Event websites, social media or other method of communication prior to the Event.

Please report any damage or breakages to our property as soon as possible so that we can carry out all necessary inspections. Small accidental damages or breakages of a minor nature will not normally be charged for, however we reserve the right to pass on charges to guests in our discretion for any damage or breakages caused.

### **7. Smoking**

The Event is a no smoking event.

### **8. Nuisance**

You must be respectful of all other Event guests and those individuals otherwise at the Event and our neighbouring residents at all times. Any anti-social behaviour of any sort is not permitted.

Guests who in our reasonable opinion are causing nuisance may be asked to leave the site immediately and will not be offered a refund.

### **9. Filming, Photography & CCTV**

Unauthorised photography, video, audio recording and transmission of the Event, the performers and the performance for professional purposes or financial gain is strictly forbidden.

Professional audio and imaging equipment and drones are not permitted to be brought to the Event.

Guests attending the Event consent to being photographed, filmed and sound recorded as an audience without payment, and to their image being exploited in any and all media for any purpose at any time throughout the world by (us or our licensees) who shall own the copyright in all such recordings. If you attend the Event with a child under 16 (where permitted) you give the foregoing your express consent on their behalf. All personal data will be processed in accordance with our Privacy Policy.

### **10. Trading & Commercial Activity**

Only those specifically authorised by us to undertake trading, marketing or commercial activity at the Event may do so. You shall not bring into the Event or display or distribute (whether for free or not) at the Event any sponsorship, promotional or marketing materials.

### **11. Parking**

Parking is free in the designated fields and areas as displayed by traffic signage and traffic Event staff.

### **12. Further Information**

The Events are subject to licence.

You must comply with any and all instructions given to you by the Event and/or stewards and staff at the Event.

Whilst every effort is made to ensure that the full, advertised billed performances take place, the Promoter reserves the right to change the published bill and/or running times without notification. This includes, but is not limited to, artists and billed attractions. Tickets are for the Event and not a specific activity or presenter.

### **13. Access Requirements**

We offer one free Ticket for a personal assistant to accompany a Ticket holder with certain access requirements to the Event.

### **14. Unavoidable Closures**

In the event of extreme weather, or for any other reason outside of our reasonable control, we reserve the right to cancel the Event if we feel it is unsafe, illegal or impossible to allow it to take place or to allow you access to the Event site. Where the Event is cancelled or postponed for reasons outside of our control the provisions of section 16 below will apply in relation to entitlement to refunds.

### **15. Epidemic/Pandemic Including Covid-19**

We expect guests to follow all applicable laws, regulations, rules and government or competent authority guidance in relation to any epidemic or pandemic which may affect the Event including Covid-19 or any mutation of it ("Serious Health Risk") and keep abreast of relevant changes that may affect their attendance at the Event.

We reserve the right at our absolute discretion and without payment of refund or any other compensation to amend these Terms from time to time in order to ensure that we comply with all applicable laws, regulations, rules, orders, guidance (whether or not having the force of law) and any other requirements relating to Serious Health Risks issued by the UK Government or any other competent authority. Such measures may include wearing of face masks, social distancing measures, limiting numbers on site and requiring proof of health or vaccination status.

If we reasonably believe that the rules are being broken or our guests or staff are being put at risk, we will ask guests who are breaking the rules to leave the site without a refund. Furthermore, we reserve the right to pass on any government or local authority fines that we receive related to such breaches to you and your party.

## 16. Refunds

We may alter or vary a published Event programme which may result in changes to some elements of the performance line-up, start and finish times of the Event, facilities or locations of facilities at the Event, or any other aspect of the Event (including without limitation, the venue). We will not be liable to you or any other person for any refunds or other costs, expenses or other losses resulting from such alteration, unless it is a Material Alteration which gives a right to a refund under section 16 in which case our only liability will be to issue a refund in accordance with section 16.

You will only be entitled to a refund of any Tickets you have purchased directly from us in the following circumstances: i) if the Event is cancelled in full ii) if the Ticket is for the Event which is postponed entirely and that Event is rescheduled to another date unless you elect to use your existing Tickets for the rescheduled Event under section 16 below; iii) in the event of a Material Alteration which gives you the right to a refund under applicable law; iv) as otherwise required under applicable law.

A "Material Alteration" is a change which in our reasonable opinion makes the Event materially different to the Event which all Ticket purchasers, taken generally, could reasonably expect as judged by reference to the nature and billing of each Event. The following are not "Material Alterations": changes to the performers; changes to activities; changes to traders; changes to any advertised attractions or facilities; changes to times; adverse weather conditions unless they result in total cancellation of the Event; shortening of the Event when the majority of it is performed in full; delays or changes to start times of the Event; a change of venue to another location within a reasonable radius (in our discretion) of the planned Event site.

Where the Event is rescheduled to another date, you may elect to use the existing Ticket for the rescheduled Event in which case you will not be entitled to a refund.

All refunds will be for the face value of the Tickets purchased (or proportionate amount where we agree to refund you for the Event cancelled part-way through) only and you will not be entitled to a refund of booking fees, transaction charges or delivery costs. Personal arrangements including travel, subsistence and accommodation in relation to the Event which have been arranged by you are made at your own risk and neither the authorised Ticket agent nor us will have any liability for any such loss of enjoyment or wasted expenditure in the case of a cancellation, postponement or otherwise.

A Ticket will not be exchanged or refunded if it is used for entry into the Event unless any of the circumstances in section 16 apply.

Ticket refunds will be processed by the authorised Box Office agent from whom you purchased a Ticket. Either we or the relevant agent will provide details of the refund process and deadlines for making a claim either through our websites, social media, the media or directly or alternatively we may direct you to the refund policy in the Ticket agents' terms and conditions. Any failure to follow the process and comply with the deadlines or the refund policy of the relevant Ticket agent from which you purchased the Tickets or any breach of these Terms may result in the refund not being made. Refunds will only be made to the person who originally purchased the Tickets. We will not be responsible if any unauthorised Ticket agent from whom you purchased Tickets refuses to refund them.

It is your responsibility to check that the Event has not been cancelled, rescheduled or suffered a Material Alteration. Information on such matters will be made available as soon as reasonably possible on the Event website or social media platforms. Guests are advised that the website and social media platforms cannot always be updated immediately and that circumstances giving rise to cancellation, postponement or Material Alterations can sometimes arise immediately prior to the Event. We advise you to check before you travel.

Promotions, deals or discounted offers are provided at our discretion. All such offers are subject to availability and may be withdrawn by us at any time. Retrospective refunds are not permitted against any offer or promotion advertised after a booking is made.

Any reduction in price, discount or promotional offers, either to the face value of the Ticket or otherwise, will not qualify for a refund or partial refund and can only be carried forward to future events at the Promoter's discretion.

### **17. Warning**

The Event is outdoors and you may therefore be exposed to hazards including: deep water, uneven ground, fallen branches, other trip hazards such as logs, bites from insects and scratches from plants and fauna.

Any specific seasonal warnings which apply at the time of your visit will be signposted at the Event site.

Climbing on infrastructure (such as fences or walls) or woodland landscape (such as trees) is not permitted. Anyone found breaching the requirements of this section may be asked to leave the Event site immediately and will not be offered a refund.

You should take reasonable precautions to avoid suffering injury, including, without limitation, wearing sensible footwear and taking care in areas where ground is uneven or has been affected by adverse weather or heavy footfall.

The Events are predominantly outdoor events. Please bring suitable clothing and footwear. No refunds will be given due to inclement weather unless the Event is cancelled entirely (and then in accordance with section 16 – Refunds).

In attending the Event, guests confirm that they are aware of the risks associated with attending the Event site and agree that neither we, any entity owned by us or which owns us (directly or indirectly) or any entity under common ownership with us (the "Event Companies") nor any of our respective directors, employees, agents, workers, consultants or shareholders (and such persons together with us and the Event Companies shall be the "Promoter Parties") shall be liable for any accident, injury, loss or damage sustained by any guest, their family, visitors, animals, vehicle or personal effects however caused unless due to their gross negligence.

### **18. Liability**

You agree that the Promoter Parties will not be liable to you for any loss, injury or damage to any person (including you) or your property however caused (including by the Promoter



Parties) in any circumstances unless due to the negligence or wilful or malicious act of the Promoter Parties.

You agree that the Promoter Parties 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 Event and/or our obligations under these Terms 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.

The Promoter Parties will not have any liability to you whatsoever for loss or expenses incurred in connection with the Event or any cancellation of the Event, including, without limitation, costs of any personal travel, accommodation (including camping facilities) or hospitality arrangements made relating to the Event or the cancellation of the Event.

The Promoter Parties combined maximum liability to you in respect of loss, theft or damage to property will be limited to the actual Ticket price paid by you, and as such we strongly discourage guests from bringing any valuable items to the Event site.

We do not sell bundles of Tickets with accommodation (i.e. hotels, glamping or pre-pitched camping accommodation) or with travel services (e.g. coaches, trains or flights) which would constitute a "travel package" under The Package Travel and Linked Travel Arrangements Regulations 2018 (the "Package Travel Regs"). Where you have purchased any travel, accommodation (including hotel or camping accommodation such as bell tents or glamping) or any additional extras from a third party, your contract for those services is with the third party you purchased the services from. It is separate from the contract you enter into with us for the purchase of a Ticket. Occasionally a third party provider may purchase Tickets from us for our Events and sell them as a package with travel or accommodation and your contract for that package is with the third party provider. In the event of cancellation, postponement or Material Alteration, we are not responsible for any refunds requested by you from those third parties. You should read third party terms and conditions together with any refund policies they provide carefully and seek your refunds from those third parties. If we have provided any link or direction to a third party, this does not constitute a recommendation or suggest any affiliation with these third parties and does not constitute a travel package.

These Terms do not seek to exclude liability for death or personal injury (i) which cannot legally be excluded or limited; and (ii) is caused by the gross negligence or wilful default of any of the Promoter Parties, or that of anyone for whom the Promoter Parties are legally liable.

## **19. Complaints**

We hope that you enjoy your time at the Event, and have no reason to complain, but should you wish to raise anything with us please do so before you leave the Event site. It is very difficult to deal with complaints made after the Event.

## **20. Contact details**

Should you wish to contact us about the Event, please use the following email address: [info@aldeburghfoodanddrink.co.uk](mailto:info@aldeburghfoodanddrink.co.uk)



## 21. General

To the fullest extent permissible in law, we may assign all and any of our rights and obligations under these Terms, provided that your rights are not adversely affected.

If any provision of these Terms is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of these Terms valid or enforceable.

If we delay or fail to enforce any of these Terms it will not mean that we have waived our right to do so.

These Terms (including updates provided via our website, social media or otherwise) together with the Ticket purchase terms and conditions and constitute the entire agreement between the parties in connection with the subject matter of these Terms and supersede any previous terms and conditions, agreement or arrangement between you and us relating to the subject matter of these Terms.

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