Povey Fest Ticket terms and conditions

1. Terms & Conditions

a. In these Terms & Conditions, "Event" means the event for which You have purchased a ticket, "the Promoter", "we", "us" and "our" means Povey Fest and any associated promoter(s) of the Event; "you", "your", "ticket holders' and "guests' means you as the ticket holder, "ticket" means any valid ticket or wristband which permits you to attend the Event or any valid wristband for which you have exchanged your ticket at the Event.

b. These Terms and Conditions incorporate and should be read in conjunction with, the terms and conditions of the authorised ticket agent from which you purchased your ticket which are available on the website of the relevant 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.

c. All tickets are sold subject to these Terms and Conditions. Purchase and/or use of a ticket/s to enter the Event constitute acceptance of these Terms and Conditions on your behalf and on behalf of any person for whom you are purchasing tickets.

d. The Promoter reserves the right to vary these Terms and Conditions from time to time without notice and at our sole discretion. Updates will be published on the www.eventscollective.com website

e. Directives and statements printed on the tickets, posted or announced at the Event also form part of the Terms and Conditions of entry to the Event.

f. In the instance of a breach of any of the Terms and Conditions the Promoter reserves the right to cancel the ticket/s and eject the offender/s and retain all monies paid.

Age Policy

a. Anyone aged under 18 (17 or under) must be accompanied by a responsible adult aged 18+. There is a limit of one Under 18 per adult aged 18-20 and a maximum of three Under 16s per adult aged 21+. Any adult accompanying an Under 18 must have ID.

b. We do not accept any parental or guardian duty for children attending the festival and we strongly advise that they have the permission of a parent or legal guardian before attending.

c. At the entrance gate we only accept the following forms of ID: Valid Photo Driving Licence, Valid Provisional Photo Driving Licence, Valid Passport, Valid PASS card from the National Proof of Age Standards Scheme – this is the best form of ID to bring if you don't want to bring a valuable document. More information on how to obtain your card can be found here. ID must be original. No copies or photos will be accepted. The festival reserves the right to refuse admission if there is any doubt that the ticket holder is under the entry requirement.

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

e. Anyone under the age of 18 caught drinking or in the possession of alcohol will have the alcohol confiscated and may be ejected from the Event.

f. Anyone over the age of 18 caught buying alcohol for someone under the age of 18 will be ejected from the Event.

g. It is your responsibility to check the suitability of the Event for any children in your party 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 children in your party. Refunds will not be issued if any aspect of the Event, including the behaviour of other audience members, causes offence to you or any children on whose behalf you have purchased tickets.

2. Ticket Purchase

a. Only customers holding a valid ticket will be admitted to the Event. You must retain your ticket on your person at all times during the Event.

b. Tickets are not exchangeable, refundable or transferable. Re-sale or attempted re-sale is not allowed.

c. Tickets, wristbands or other forms of accreditation to the Event are personal revocable licences and shall at all times remain the property of the Promoter and for security purposes, and may be recalled at any time.

d. Tickets may not be used as part of a promotion, competition, advertising, or be given away as part of a product or service package or for commercial gain without the permission of the Promoter. Any attempt to do so will result in the ticket being void and any person holding such a ticket will be refused entry to, or ejected from the Event without refund.

e. The Promoter is not liable for lost, stolen or defaced tickets or wristbands. If a customer loses their wristband, they will not be able to re-enter the Venue or Campsites. All wristbands will be checked when entering and leaving the Venue and Campsites. Replacement wristbands will only be issued at the box office if the original wristband is still on the customer's wrist at the time of request and will incur a charge.

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

g. Your ticket may be invalidated if any part of it is removed, defaced or altered.

h. Upon purchase please check tickets carefully as mistakes cannot always be rectified after purchase. 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 and Conditions.

i. 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.

3. Entry Policy

a. All ticket holders and guests must consent to a security search of persons, clothing, bags and any other items deemed necessary.

b. The Promoter retains the right to conduct searches during the Event. If you refuse to be searched you may be ejected.

c. Prohibited items or any items that the Promoter or its security company deem to be a risk to safety, enjoyment of others or security or are not suitable 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 allowed. Ticket holders may be ejected if found in possession of prohibited items inside the Event. Prohibited items include but are not limited to:

i. Food and Drink – except one 750ml sealed bottle of water per person, no food & drink from outside of the Event can be taken into the Event arena. Camping guests may take a supply of their own food and drink into the campsite only. Allowable quantities for camping guests are advertised www.eventscollective.com website. For customers with specific dietary requirements that we don't cater for, we do allow a reasonable amount of food to be brought into the Event arena for personal consumption. This must be confirmed with us in advance of the festival by writing to info@eventscollective.com A list of vendors and foods available will be posted to our website closer to the time.

ii. Drugs / Controlled / Psychoactive Substances – illegal drugs, Nitros Oxide, 'Legal Highs' or any associated paraphernalia are strictly forbidden and prohibited on site at all times

iii. Weapons –or anything that could be considered a weapon.

iiii. Animals – except registered assistance dogs.

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

vi. 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, smoke canisters, chinese lanterns, 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.

vii. All Items Listed on the www.eventscollective.com website

d. Moshing, crowd surfing, climbing on Event structures or existing park landscape and anti social behaviour, is not permitted.

e. No refunds will be offered to customers who are refused entry or ejected from the site at the discretion of the Promoter.

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

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

h. There are no pass outs and no admission after first entry to the Event for day ticket or weekend non camping ticket holders during each day of the Event. Weekend non-camping ticket holders are able to leave the Event and return the next day but must consent to a search to gain admittance the following day. Camping ticket holders will be able to leave and return to the Event but must consent to a search to gain re-admittance.

4. Filming, Photography & CCTV

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

b. Professional audio and imaging equipment are not allowed.

c. Ticket Holders 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 the Promoters who shall own the copyright in all such recordings. If you attend the Event with a child under 16 you give the foregoing your express consent on their behalf. All personal data will be processed in accordance with privacy policy

d. CCTV will be in operation across the site. Images are recorded for the prevention of crime and disorder. If requested, images will be passed directly to the Police.

5. Trading & Commercial Activity

a. Only those specifically authorised by the Promoters to undertake trading, marketing or commercial activity at the Event may do so.

6. Unauthorised Ticket Agents and Touting

a. Tickets bought from unauthorised agents are not valid and admission will not be granted to the Event with any ticket bought from unauthorised agents. To be as safe as you can and to avoid obtaining an unauthorised

ticket, follow these simple guidelines. Please note that these guidelines are not intended to be an exhaustive list of precautions which you should take to avoid obtaining an unauthorised ticket.

• Do not buy from an unofficial ticket agent. Nu Tickets are official ticket agents of the Event. We may also sell tickets directly for corporate or group bookings and we have other online and in-store official ticket agents. If you are in doubt as to whether or not a ticket agent is authorised please contact us in advance of the ticket purchase and we will be happy to assist. You can contact us using the www.eventscollective.com website

• Do not buy from internet auction sites or exchange/buy tickets on social networking sites such as Facebook.

• If you live in the UK do not buy from a website with an overseas office address, or with no registered address shown.

• Do not buy from another individual or tout, either in advance of, or outside, the Event.

b. If we are aware that you have bought tickets anywhere other than from official authorised outlets you will not be granted access to the Event. Tickets are non-transferable, which means that once purchased you cannot sell them on to others. The Promoter will be unable to assist you if you have bought from an unauthorised source, as we will have no purchase history available for the ticket.

c. If you do encounter problems contact your credit card issuer as soon as possible.

d. Occasionally due to genuine circumstances you may find yourself with a spare ticket. Please do not be tempted to sell it on an unauthorised auction site or to sell to a ticket tout or unauthorised online agency. If you do the Purchaser may not be able to enter the Event (under the Terms and Conditions) for the reasons set out above. Should this happen you may find that the purchaser brings a legal claim against you for selling a ticket which does not permit access to the Event.

e. We reserve the right to cancel any ticket booking which we reasonably believe to have been made with a view to resell such tickets or where the ticket has been purchased using fraudulent means, such as credit card fraud.

f. Tickets may be restricted to a maximum number per person per credit card or per household. These restrictions will be notified to you by our ticket agents and on our website before you make your booking. We reserve the right to cancel tickets purchased in excess of this number without prior notice to you of such cancellation.

g. Tickets obtained in breach of these Terms and Conditions shall be null and void and the Promoter may refuse admission to, or eject you from, the Event. Any person seeking to use a void ticket in order to gain or provide entry to an Event will be considered to be a trespasser and will be ejected and liable to legal action. Void tickets are non-refundable.

7. Refunds

In the event of a cancellation, postponement or Material alteration of the Event (defined below) you will be entitled to a refund in accordance with the terms and conditions or refund policy of the authorised ticket agent from whom you purchased a ticket. Where the cancellation takes place part-way through the Event, you may only be entitled to a refund of part of the face price which you paid for the ticket which shall be determined at our reasonable discretion. You will not be entitled to a refund in any other circumstances. 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 the Promoter will have any liability for any such loss of enjoyment or wasted expenditure in the case of a cancellation, postponement or otherwise.

A "Material alteration" is a change which, within our reasonable opinion, makes the Event materially different to the Event which purchasers of the ticket could reasonably expect. Changes to performance times, acts and the use of understudies in theatre performances shall not be considered a Material alteration. A Material

alteration is judged by reference to the nature and billing of each Event. The Event is judged by reference to the overall theme rather than the individual act scheduled to appear. No scheduled acts may be considered as headline acts regardless of their relative fame or prominence on the billing, and so cancellation by an artist will not entitle you to a refund, regardless of their position on the bill.

b. In order to claim your refund please refer to the terms and conditions of the authorised ticket agent from which you purchased your ticket for details of how to claim a refund. The point of sale may not make a refund if you fail to follow the instructions provided within the notified timeframes. Refunds will only be made to the person who purchased the tickets.

c. It is your responsibility to check that the Event has not been cancelled, rescheduled or made the subject of a Material alteration. Information on such matters will be made available on behalf of the Promoter as soon as reasonably practicable on the Promoter's website and/or at the Event venue. Customers are advised that the website cannot always be updated immediately and that circumstances giving rise to cancellation, postponement or Material alterations can sometimes arise immediately prior to an Event.

d. Tickets will not be refunded where they have been used to gain entry to an Event or where you are able to and choose to attend a postponed Event.

8. COVID-19 & Ticket Guarantee

a. In the event we are unable to make the Event available for any reasons related to COVID-19 (or any mutation thereof), we shall notify you and you shall be entitled to a refund should you not wish to postpone your ticket to an alternative date in accordance with these terms. Refunds will be processed in accordance with your ticket provider's terms and conditions.

b. In the event you are unable to attend the Event due to Government restrictions preventing your travel, then please contact info@myfestivalwedding.co.uk with details of your ticket. If the postcode to which your ticket is registered is subject to a Government restriction at the time of the Event then you will be entitled to either moving your ticket to a future date (subject to availability) OR entitled to a refund for your ticket. Refunds will be processed in accordance with your ticket provider's terms and conditions.

c. In the event that you or a member of your booking party test positive for COVID-19 and your isolation period overlaps with the Event, then please contact info@myfestivalwedding.co.uk with your ticket details and a copy of your valid positive test result. If we are provided with sufficient evidence of a positive COVID-19 test result, then you will be entitled to either moving your ticket to a future date (subject to availability) OR entitled to a refund for your ticket. Refunds will be processed in accordance with your ticket provider's terms and conditions.

d. In the event you or a member of your booking party are contacted by NHS Test & Trace and are told to isolate for a period that overlaps with the Event, then please contact info@myfestivalwedding.co.uk with your ticket details and a copy of your NHS Test & Trace alert. If we are provided with sufficient evidence of an NHS Test & Trace alert notifying you or your party members for a period which overlaps with the Event, then you will be entitled to either moving your ticket to a future date (subject to availability) OR entitled to a refund for your ticket. Refunds will be processed in accordance with your ticket provider's terms and conditions.

e. In the event you or a member of your booking party are contacted by NHS Test & Trace, whilst present on the Event, then please leave the Event immediately without delay and comply with any instruction given to you. At the earliest possible convenience, please email info@myfestivalwedding.co.uk with the details of your ticket and a copy of your NHS Test & Trace alert. If we are provided with sufficient evidence of an NHS Test & Trace alert notifying you or your party member for a period which began after you or your party had exchanged your ticket for a wristband and for a period which overlaps during your time at the Event, then you may be entitled to a partial refund. Refunds will be processed in accordance with your ticket provider's terms and conditions.

9. The Event – General Information

a. The Event is subject to licence.

b. The Promoter reserves 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 the Promoter's reasonable opinion, you are acting under the influence of alcohol or drugs; if you fail, when required, to produce proof of identity or age; if you refuse to comply with the Promoter's security searches; if you breach these Terms; and/or if your ticket is void.

c. If before or during the Event you have a complaint in relation to the Event, please contact the Promoter or a steward promptly since complaints are very difficult to deal with after the Event.

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

e. 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 artist.

f. Any published start and finish times of a performance at an Event are estimates only and are subject to change. The Promoter shall not be liable for any change of a published start or finish time. It is your responsibility to make appropriate arrangements to ensure that you arrive at the Event in sufficient time (taking into account time required for queuing and searching to enter the Event) in case the Event or the performance you wish to see starts earlier than the published time or otherwise to ensure you are able to stay until the close of the Event or performance 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 or for your late arrival at the Event.

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

h. All guests are asked to observe and comply with safety advice, site signage and 'No Smoking' areas. In accordance with Smoke-Free Regulations, the tented arenas and other areas of the Event are designated 'No Smoking' areas. Normal statutory rules and regulations apply and should be observed at the Event and failure to do so may result in ejection from the Event.

i. 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.

j. Access to arenas within the Event is subject to capacity and the Promoter accepts no liability and will not offer any refunds if you are unable to attend a specific performance due to the arena being at maximum capacity. You may be required to queue so please arrive early to avoid disappointment.

k. The organisers reserve the right to implement any restrictions/conditions deemed necessary before and during the Event to ensure the safe management of the festival site. You must at all times comply with any and all instructions given to you by Event staff and stewards. The Event takes place outdoors on a greenfield site which may be uneven in places and conditions underfoot may be affected by weather and heavy footfall. You should take reasonable precautions to avoid suffering injury, including, without limitation, wearing sensible shoes and taking care in areas where ground is uneven or has been affected by adverse weather.

l. Strobe lighting, lasers and smoke / haze effects and other special effects may be used in some performances.

m. Ticket Holders accept that loud music can damage hearing.

n. The Event is an outdoor event. Please bring suitable clothing and footwear. No refunds will be given due to inclement weather.

o. Official merchandise is usually only available inside the Event site and online through authorised channels. The Promoter does not accept any responsibility for the sale of merchandise outside of the Event site or through unauthorised channels.

p. The Promoter will not accept responsibility for any damage or loss of personal items at the Event.

10. Access Requirements

a. The Promoter offers one free ticket for a personal assistant to accompany a ticket holder with access requirements. We will require you to provide valid documentation of your accessibility requirements before issuing the P.A. free ticket. Please contact the Event via the "Contact us" page for details on valid identification and further information regarding access requirements.

b. If you have access requirements please contact us as far in advance of the Event as possible. If you have not notified the Promoter of your access requirements in advance we cannot guarantee that we will be able to cater to your needs though we will use reasonable endeavours to do so. Please contact us at info@myfestivalwedding.co.uk to book.

11. Camping

a. Camping, and access to the campsite, is strictly subject to the purchase of a camping ticket. All day ticket holders and weekend ticket holders not holding a camping ticket are forbidden to camp at the Event or enter the campsite and anyone found in the campsite or camping without a camping ticket will be removed from the Event.

b. Campers should pitch tents in designated camping areas only and stay out of fire lanes and other working areas.

c. Gazebos, awnings and trailer tents are not allowed on the campsite.

d. You should bring a tent that is sized for the number of occupants. We reserve the right to refuse to allow any structures which are too large or which we believe may cause a health and safety risk.

e. We will not be liable for any failure to provide any advertised facilities within the camping area. All items are brought and left at your own risk.

f. No sound systems or amplified music byond a small Blu tooth speaker unit that have a low output volume level that cannot cause noise nuisance to other campers around them. If you set up a loud amplified sound output device that we deem to cause a noise nuisance, especially after dark and the early hours of the morning, we will request to take possession of the device for safe keeping till the end of the event and if this is refused and or other devices are then used to play loud music or sounds, we will eject you from the event with no return or refund will be made.

g. You are allowed to bring your own limited supply of food into the campsite on first entry only for personal consumption and it cannot be brought into the Event arena. You are permitted to cook solely within the designated areas within the campsite only using charcoal BBQ's or small butane gas camping stoves (single burner, gas cylinder of less than 5kg) only.

h. Camping guests may take a supply of their own drink into the campsite on first entry only. Allowable quantities for camping guests are advertised on the www.evenscollective.com website.

1 x 750ml sealed water bottle or an unsealed empty bottle per person will be allowed to be taken into the Event arena. You are not permitted to take any other beverages into the Event arena. Searches will be undertaken upon entry and re-admission to ensure compliance with the provisions of these Terms and Conditions. Any alcohol above the permitted allowance will be confiscated.

12. Liability

a. You agree that the Promoter, its servants or agents will not be liable for any loss, injury or damage to any person (including you) or property however caused (including by the Promoter or its servants or agents) in any circumstances a) unless due to the negligence or wilfully malicious act of the Promoter, its servants or agents and/or (b) to the extent that any increase in any loss or damage results from the breach by you of any of these Terms and Conditions.

b. You agree that the Promoter 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 and Conditions 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.

c. The Promoter 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 or hospitality arrangements made relating to the Event or the cancellation of the Event.

13. General

a. To the fullest extent permissible in law, the Promoter shall be entitled to assign all and any of its rights and obligations under these Terms and Conditions, provided that your rights are not adversely affected.

b. If any provision of these Terms and Conditions 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 and Conditions valid or enforceable.

c. If the Promoter delays or fails to enforce any of these Terms and Conditions it shall not mean that the Promoter has waived its right to do so.

d. These Terms and Conditions together with the ticket purchase terms and conditions constitute the entire agreement between the parties in connection with the subject matter of these Terms and Conditions and supersede any previous terms and conditions, agreement or arrangement between you and the Promoter relating to the subject matter of these Terms and Conditions.

e. 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.

14. COVID-19 Secure

a. You must not attend the Event in the following circumstances:-

i) If you or any person in your household is experiencing any symptoms of COVID-19 at the time during the Event;

ii) For any period of the Event during which you are required to self-isolate (e.g. due to NHS Test & Trace or due to being in contact with someone with COVID-19 symptoms or following a return from a country not in a UK travel corridor or in accordance with Government requirements from time to time);

iii) If you live in an area which is the subject of a "local lockdown" and you are legally required not to leave the area;

iv) If you are staying at the Campsite with persons who are not from your household or a linked household in circumstances where there are any legal restrictions on you mixing with that second household;

v) If it is not legally permitted to do so for any other reasons in force at the time the Event.

b. The Event and all activities will be operated in accordance with COVID-19 legislation and COVID-19-secure guidance in force from time to time. It is a condition of entry and attendance at the Event that you adhere to all Event rules in force. Failure to follow any rules which may result in a breach of any of the COVID-19 legislation or COVID-19-secure guidance will result in your ejection from the Event without refund or any compensation.

c. The above provisions will apply to to the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) which causes the disease COVID-19 and/or any mutations of either such virus or the disease and by whichever name the same may be called from time to time.