

## TERMS AND CONDITIONS

We, Union of Kingston Students' ("UKS", "We" or "Us") for the Freshers' Week Events 2021 ("Event") (Monday 20<sup>th</sup> to Sunday 26<sup>th</sup> September 2021) are the only authorised ticket seller.

### A. STATUS OF THESE TERMS AND CONDITIONS

1. These Terms and Conditions incorporate, and should be read in accordance with, the terms and conditions and policies of UKS, copies of which are available upon request or on the UKS Website ([kingstonstudents.net](http://kingstonstudents.net)).
2. All tickets are sold subject to the terms and conditions of UKS. Please read these Terms and Conditions carefully prior to purchase and raise any queries. Purchase of any tickets constitute acceptance of these Terms and Conditions.
3. These Terms and Conditions are subject to change without notice from time to time in our sole discretion. We will notify you of amendments to these terms and conditions by posting them on the UKS Website and relevant social media pages and it is your responsibility to ensure you have read the most current Terms and Conditions before purchasing your tickets.

### B. YOUR TICKETS

1. Tickets can only be purchased by Kingston University students that hold a valid Kingston University ID card and can only purchase tickets for themselves.
2. Tickets will go on sale via <http://kingstonfreshers.com/> from Tuesday 10<sup>th</sup> August 2021.
3. Students will be emailed tickets they have purchased, via <http://kingstonfreshers.com/>. Students must be able to show their tickets on entry to all of the events listed in order to gain free entry.
4. Please check your tickets before checking out on the website, as mistakes and exchanges cannot always be refunded.
5. Only persons with a valid ticket will be admitted to the Event. You must be able to show proof of your ticket (online or printed out).
6. Your ticket may be invalidated if any part of it is removed, altered or defaced.
7. Tickets are not issued on a sale or return basis and cannot be cancelled or exchanged after purchase other than in accordance with these Terms and Conditions. See Refund and Cancellation policy below.
8. Price and availability information is subject to change without notice. Tickets are sold subject to UKS right to alter or vary the published Event programme without being obliged to refund monies or exchange tickets other than pursuant to the Refund and Cancellation policy below. It is your responsibility to check that the Event is going ahead at the date and time advertised.
9. 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 or Used in connection with the Event.
10. We are not liable for any tickets which are lost or stolen.
11. Customers are requested to address any specific access requirements in advance of their visit by contacting [marketing@kingston.ac.uk](mailto:marketing@kingston.ac.uk).

### C. TICKET RESALE

1. Tickets are personal, revocable, non-transferable licences and shall at all times remain the property of UKS and subject to these Terms and Conditions.
2. Resale, or attempted resale or purchase of a ticket other than via Us the authorised ticket seller are grounds for seizure or cancellation of such tickets without refund or other compensation. Any changes to authorised ticket sellers will be notified in these Terms and Conditions from time to time. If you are unsure as to whether or not a person offering ticket for sale is an authorised ticket seller, particularly on the secondary ticketing market, please contact UKS by emailing [studentsunion@kingston.ac.uk](mailto:studentsunion@kingston.ac.uk). Please be aware that auction sites such as ebay and non ticket-specific consumer to consumer Websites such as Gumtree are not authorised ticket agents.
3. Tickets cannot be Used for competitions, promotions, advertising or hospitality packages or otherwise for commercial gain without the express written permission of UKS.
4. We will not take responsibility for the validity of tickets purchased from unauthorised agents or other sources including, without limitation, ticket touts. Any such tickets will be rendered null and void and We shall be entitled to refuse entry to, or eject any person from,

the Event whom We reasonably believe to have purchased tickets from any unauthorised source person.

5. We reserve the right to cancel any ticket/s which We reasonably believe to be made with a view to resell such tickets or where the ticket has been purchased Using fraudulent means, such as credit card fraud.

6. Students are able to purchase extra tickets for non-students to attend the events. If a student does buy a ticket for a non-student they must provide the persons name and relevant details when purchasing the ticket and ID must be shown at the event. Tickets bought for non-students are bought at the students risk, we reserve the right to cancel any wristbands and the student (purchaser) is responsible for all tickets bought under their KU number.

#### **D. AGE RESTRICTION**

1. This event has the age restriction of 18 years old and over at some of the venues. It is the responsibility of the

student who purchases the ticket that they comply with the said age restriction before purchasing a ticket for themselves. We may ask, at any time, any student to provide photographic proof of identity and age that We reasonably believe does not meet the minimum age requirement for the Events. If you are unable to provide this proof of identification you will not be allowed entry.

2. Normal UK Licensing Laws apply and anyone under the age of 18 years will not be served alcohol. We may ask, at any time, any student to provide photographic proof of identity and age that We reasonably believe does not meet the minimum age requirement for purchasing alcohol. Anyone found purchasing or attempting to buy alcohol on behalf of someone under 18 will be ejected from the Event and may also be liable for prosecution.

#### **E. ENTRY**

1. You must be able to show a valid ticket online or printed to gain entry for the whole duration of Freshers week and upon request for inspection at any time. Failure to show your ticket when requested may result in you being ejected from the Event.

2. In order to ensure the security, safety and comfort of all patrons, We reserve the right at our reasonable discretion to refuse admission without compensation or refund.

3. Holding a valid Freshers' ticket only guarantees entry if the venue is under capacity. If the venue is at its capacity limit, you will be asked to wait. You will only be admitted thereafter when the venue is under it's capacity limit.

4. Searching is a condition of entry to protect your safety and that of other customers. Venues will conduct security searches of persons' clothing, bags and other items which they reasonably determine at their discretion on entry and exit and reserve the right to disallow within the Event items which may be illegal or which, in their reasonable opinion may cause danger or disruption to the Event, or other patrons (regardless of whether or not such item is illegal or is carried for specific purposes), which artists performing at the Event or their management have asked Us to prohibit or are otherwise prohibited pursuant to these Terms and Conditions, including, without limitation, food and beverages (other than as required on proven medical grounds) (all such items "Prohibited Items"). Anyone found in possession of illegal or contraband goods may also be liable for prosecution. All items left with stewards before entry into the Event are left at your own risk.

#### **F. THE EVENT**

1. There is no re-admission once you have left the any of the Freshers' week events save in limited circumstances at the sole discretion of the venue Event staff/UKS staff.

2. In case of emergency please follow instructions and directions from stewards, staff and/or other officials.

3. Should you experience any problems while at the Event please contact the nearest Steward or the venue security so that every reasonable effort can be made to resolve the issue prior to, or during the Event as complaints are very difficult to resolve after the Event.

4. All venues used during Freshers' week are no smoking premises.

5. Warning – prolonged exposure to loud noise may cause damage to your hearing. Flashing lights may be used during a performance.

6. You may be ejected from the Event or may not be permitted into the Event and will be asked to surrender any tickets you may hold if, in our reasonable opinion, you or your behaviour or any item you are carrying poses a health and safety risk; affects the enjoyment

of other patrons; affects the running of the Event; may cause damage to or interfere with the property of UKS, the Event venue, hire equipment or any property of any performing artists; is unacceptable; is in breach of these Terms and Conditions; is in breach of the law; is in breach of any rules and regulations or policies of UKS (these include, without limitation, entering any backstage or prohibited areas, standing on seats or on tables and climbing on any Event structure, throwing any objects or substances onto the stage or into the crowd or at another customer); may lead to a breach of any licensing conditions; and/or you refuse to leave a Prohibited Item with our stewards or to be searched.

7. You must leave the Event quietly in consideration for local residents. Any failure to do so may result in you being refused permission to purchase Tickets to future Events.

8. CCTV and film cameras may be present at the Event, this includes filming by the police or security staff carried out for the security of customers. By purchasing a ticket and attending the Event you give your express consent to all such filming and to your actual or simulated likeness being included within any film, photograph, audio and/or audiovisual recording ("Footage"), the copyright of which shall be owned by Us. You further hereby agree that any such Footage may be exploited by Us in any and all media for any purpose at any time throughout the world including Use in commercial distribution or Use for commercial purposes, such as merchandising or DVDs, without payment or compensation.

9. Cameras are normally permitted for personal use though professional cameras and video/audio equipment are strictly prohibited. Live video/audio recordings made without the permission of the artiste/promoter are prohibited.

10. You are required to observe and comply with rules and regulations of the Event and comply with all instructions given to you by Event stewards and staff whilst at the Event. Normal statutory rules and regulations apply and should be observed at the Event, failure to do so may result in ejection from the Event.

11. All advertised times are approximate and subject to change. It is your responsibility to make appropriate arrangements to ensure that you arrive at the Event 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 the Event not running to the precise advertised times.

## **G. FOOD AND BEVERAGE**

1. No food or beverages are permitted to be brought into the any of the Freshers' week events by you (save in limited circumstances on medical grounds). A variety of beverages will be available for purchase within the event venues.

2. Bottle tops from all bottled products bought inside the venue will be removed to reduce the risk of them becoming rolling trip hazards, or used as missiles. Occasionally, all drinks will be decanted into plastic cups.

3. When purchasing alcohol if you appear to be under the age of 25 you may be asked for proof of age.

4. All of our venues reserve the right to refuse to serve you alcohol if, in our reasonable opinion, We believe that you are intoxicated or likely to become intoxicated if We serve you further alcoholic beverages.

## **H. MERCHANDISE**

1. You are not permitted to sell or offer for sale or distribute any items whilst at or in the environs of the Event including, without limitation, merchandise, Tickets, food, beverages, cigarettes or smoking materials.

2. You shall not bring into the Venue or display or distribute (whether for free or with a charge) at the Event any sponsorship, promotional or marketing materials.

## **I. DATA PROTECTION**

1. To the extent permitted by law, personal information provided by you when you purchase your tickets will be Used for all purposes reasonably connected with the operations of the Event and of UKS.

## **J. REFUNDS AND CANCELLATION**

1. UKS reserves the right to make alterations to the advertised Event, where the alterations are not Material.

2. In the event of a cancellation, postponement or Material alteration of the Freshers' Week you will be entitled to a refund in accordance with the terms and conditions or refund policy. Personal arrangements including travel, subsistence and accommodation in relation to the Event which have been arranged by you are at your own risk. UKS will not have any liability for any such loss of enjoyment or wasted expenditure. A "Material" alteration is a change which in our reasonable opinion makes the Event materially different to the Event which purchasers of the ticket could reasonably expect. Changes to performance times, performers or attractions shall not be a material change. A material change is judged by reference to the nature and billing of the Event. The Event is judged by reference to the overall theme rather than the individual act scheduled to appear. In these cases, no scheduled acts may be considered as headline acts, regardless of their relative fame or prominence in the billing.
3. In order to claim your refund please refer to these terms and conditions of how to claim a refund and contact UKS. UKS 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.
4. It is your responsibility to check that an Event has not been cancelled, rescheduled or made the subject of a material alteration. Information on such matters will be made available as soon as reasonably practicable on the UKS website at <http://kingstonfreshers.com/> . Customers are advised that the website cannot always be updated immediately and that circumstances giving rise to cancellation or material alterations can sometimes arise immediately prior to any Event.
5. Tickets will not be refunded where they have been used to gain entry to the Event or where you are able to and choose to attend a postponed Event.
6. In the event you are unable to attend due to a positive COVID-19 result or need to isolate, you may be eligible for a refund. In this case, you will need to inform the university of your circumstances through the formal process outlined on the university website and provide proof to UKS in order to process the refund.

#### **K. LIABILITY**

1. You agree that We nor our respective servants or agents will be liable for any loss, injury or damage to any person (including you) or property however caused: (a) in any circumstances where there is no breach of a legal duty of care owed by Us or any of our respective servants or agents or (b) to the extent that any increase in any loss or damage results from breach by you of any of these Terms and Conditions.
2. You agree that 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 any Event and/or our obligations hereunder including but not limited to loss of profit, 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.
3. UKS 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.
4. For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond UKS's control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, royal mourning, national mourning, theft of essential equipment, malicious damage, strike, lock out, Weather, third party injunction, national defence requirements, acts or regulations of national or local governments. 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 a Force Majeure.
5. You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred as a result of your breach of these Terms and Conditions or default in the discharge of your obligations.

#### **L. GENERAL**

1. To the fullest extent permissible in law, We shall be entitled to assign all and any of our rights and obligations under these Terms and Conditions, provided that your rights are not adversely affected.
2. 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.

3. If We delay or fail to enforce any of these Terms and Conditions it shall not mean that We have waived our right to do so.

4. Any person, other than UKS who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

5. Nothing in these Terms and Conditions and no action taken by you or Us under these Terms and Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between you and Us.

6. These Terms and Conditions constitute the entire agreement between the parties in connection to the subject matter of these Terms and Conditions and supersede any previous terms and conditions, agreement or arrangement between you and Us relating to the subject matter of these Terms and Conditions. However, nothing in these Terms and Conditions shall purport to exclude liability for fraud or fraudulent misrepresentation.

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