## **Event Terms and Conditions of Entry**

## Updated: 21 February 2024

# Introduction

These Terms and Conditions of Entry (the "Terms") are legally binding and contain the

agreement between all attendees ("**guest(s**)"/"**you**"/"**your**") of Boundary Festival held on 30<sup>th</sup> September 2023 at Stanmer Park, Brighton (the "**Event**") and Boundary Brighton Limited (10048623) with its registered address at c/o U-Live 3 Pancras Square, London N1C 4AG ("**Promoter**"/**we**"/"**us**"/"our").

- 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. They should be read in conjunction with the terms and conditions of the authorised ticket agent from which you purchased your Ticket which can be found on the ticket agent's website. If these Terms are inconsistent with the terms of the ticket agent, these Terms will take priority.
- 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 websites and the date at the top of these Terms will be updated to reflect the date of the lates 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 that becomes available on the market from time to time which grants you entry to the Event.
- Age Policy
  - The following age policies shall apply for the Event. Any adult attending this show must provide proof of age by showing an identification document acceptable to us ("**ID**") acceptable to us:
    - **BOUNDARY:** Only persons over the age of 18 shall be permitted entry to the Event with a valid Ticket for entry.
  - 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 PASS card can be found <u>here</u>. ID must be original. No copies or photos will be accepted. We reserve the right to refuse admission if, in our opinion (including that of any third parties instructed by us) there is any doubt that the Ticket holder is under the applicable entry age requirement. In such instance, you will not be entitled to a refund and your Ticket will be invalidated.
  - 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 will 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.

# Ticket Purchase

Only guests holding a valid Ticket will be admitted to the Event. You must retain your Ticket on you at all times during the Event. If you are using a mobile Ticket, it is your responsibility to ensure you have a sufficiently powered mobile device enabling you to show your Ticket for the entire duration of 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) via Tixel, our only official Ticket reseller. Any attempt to exchange or transfer your Ticket in breach of this section shall 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. If you are buying or selling a Ticket from an official Ticket reseller, please read their terms and conditions carefully. Any Ticket purchased via a payment plan might not be eligible for resale even if paid in full. Any Tickets part paid for are not eligible for resale.
- 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.
- We are not liable for lost, stolen or defaced Tickets or wristbands. If you lose or damage your Ticket or wristband, you will not be able to re-enter the Event site (or campsite, where applicable). All Tickets and/or wristbands will be checked when entering and leaving the Event, including the campsite (if applicable). 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.
- Upon purchase, please check Tickets carefully as mistakes cannot always be rectified after purchase. Should you realise you have made a mistake during the purchase process, please contact your point of purchase as soon as you realise so that we may try to assist you. We may not be able to respond to such requests for assistance during or immediately prior to the Event.
- 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.
- Tickets may be restricted to a maximum number per household or per credit card. These restrictions will be notified to you by our authorised Ticket agents before you make your booking. We reserve the right to cancel Tickets purchased in excess of this number without prior notice of such cancellation.

## 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 17), Epidemic/Pandemic including Covid-19 (section 19), Refunds (section 20) and Liability (section 22).

## Entry & Exit

• For your safety and the safety of other guests, we reserve the right to conduct a security search of guests, their clothing, bags and any other items that we reasonably deem necessary at the entrance gates to the Event site, and generally during the course of the Event. Refusal to consent to such searches will result in the non-consenting Ticket holders being denied entry

(resulting in the Ticket not being valid for entry, and, if already entered, ejection from the Event) without refund.

- 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.
- 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 refuse to comply with the security searches; 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 Promoter.
- 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.
- There are no pass-outs and no re-admission after first entry to the Event for any Ticket holders. Upon leaving the Event each day, there will be no re-admission until the following day.
- 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.

## 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. 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:
  - Food and Drink. no food or drink can be taken into the Event site. If you have any specific dietary requirements that we do not cater for at the Event, we do allow a reasonable amount of food to be brought into the Event site for personal consumption. This must be agreed by us in advance in writing, and evidence of the same provided to security at the point of entry. Contact information can be found on each Event's website. A list of the vendors and foods available will be posted to our website closer to the Event;
  - 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);
  - Animals (except registered assistance dogs);
  - 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.
- Moshing, crowd surfing, climbing on Event structures or existing park landscape and antisocial behaviour of any sort is not permitted.
- 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.

# Smoking

- All guests must 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 without a refund..
- You will be responsible for the costs of any damage caused by your smoking and for any fines which may be charged to us as a result of you smoking outside of the designated smoking area.

## 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.
- In the event that we receive a fine or are subject to any legal proceedings which require us to incur costs and expenses and pay any damages or if we otherwise suffer any financial loss which is attributable to your/your groups' behaviour at the Event or when leaving the site and making your way home, for example, from the local council due to antisocial behaviour complaint(s), we reserve the right to recharge all such losses to you and you agree to pay the total sum of all such monies which we lose or are required to pay as a result of your behaviour or that of your group.

## 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.
- CCTV will be in operation across the Event site and campsite (where applicable). Images are recorded for the prevention of crime and disorder. If requested, images will be passed directly to the Police.

# • 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.
- Official merchandise is usually only available inside the Event site and online through authorised channels. We do not accept any responsibility for the sale of merchandise outside of the Event site or through unauthorised channels.

# Unauthorised Ticket Agents & Touting

- Please only buy Tickets through authorised sellers or resellers, and not from touts or unauthorised resale sites. If we become aware that you have bought Tickets anywhere other than from official authorised outlets you may not be granted access to the Event without refund. We will not be able to help you (for example in respect or refunds or access requirements) if you have bought a Ticket from an unauthorised source, as we will have no purchase history for the Ticket.
- Tickets bought from unauthorised agents are not valid and admission will not be granted to the Event if you attempt to use any Ticket bought from unauthorised agents. To be as safe as you can and to avoid obtaining an unauthorised Ticket, follow these simple guidelines (which are not intended to be an exhaustive list): Do not buy from an unofficial Ticket agent. SEE Tickets is the official Ticket agent of the Events. 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. For more information on authorised Ticket agents for the Event please visit each specific Event's info page, where all official agents are listed;
- Read all terms and conditions provided by the official Ticket agents before purchase;
- You may be able to purchase a Ticket from the official Ticket reseller Tixel from time to time. Do not buy from unofficial resale or fan to fan Ticket agents;
- If there are no Tickets available, do not be tempted to buy from unofficial Ticket agents, instead, contact us for availability and guidance;
- 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.
- If you do encounter problems with a Ticket order please contact your credit card issuer as soon as possible.
- 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) 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.
- We reserve the right to cancel any Ticket booking which we reasonably believe to have been made with a view to resell such Tickets, other than via our official reseller, or, where the Ticket has been purchased using fraudulent means, such as credit card fraud.
- 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.
- Tickets obtained in breach of these Terms 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 the Event will be considered to be a trespasser and will be ejected without refund and liable to legal action. Void Tickets are non-refundable.

- Not applicable for Events without camping.
- Not applicable for Events without camping.
- Not applicable for Events without caravan/campervan areas.

## Parking

There is no event parking for this event. Please see website for suitable forms of transport to and from the event.

## • Further Information

- The Events are subject to licence.
- You must comply with any and all instructions given to you by the Promoter 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 artist.
- Any published start and finish times of a performance at the 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 the Event not running to the precise advertised times or for your late arrival at the Event.
- 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.
- We 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.

## Access Requirements

- We offer one free Ticket for a personal assistant to accompany a Ticket holder with certain access requirements to the Event. We will require you to provide valid documentation of your accessibility requirements before issuing the free Ticket. Information on whether you are eligible for a personal assistant pass, how to apply and the approved forms of supporting documentation can be found on the Info pages of each Event.
- If you have access requirements please contact us as far in advance of the Event as possible, and in any event no later than 7 days prior to the Event. 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. We will confirm by email if we are able to provide assistance.

# **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 20 below will apply in relation to entitlement to refunds.

## 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 will update our website with any Serious Health Risk related terms and conditions and guidance on an ongoing basis. Please check our website closer to the time of 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.

# Refunds

- We may alter or vary a published Event programme which may result in changes to some elements of the performance line-up, playing times, 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). Neither we nor our authorised Ticket agents will 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 20(b) in which case our only liability will be to issue a refund in accordance with section 20(g).
- You will only be entitled to a refund of any Tickets you have purchased directly from us or through our authorised Ticket agents, 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 20(d) 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 artists unless the Event you are attending is a concert with a clear headline act (i.e., not a festival); changes to acts and the use of understudies in theatre performances; changes to menu items in respect of culinary Events; changes to any advertised attractions or facilities; changes to performance times; changes to individual band members; adverse weather conditions unless they result in 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 or a performance; 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.
- Unless the authorised Ticket agent states otherwise, 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 20(b) apply.
- Ticket refunds will be processed by the authorised Ticket agent from whom you purchased a Ticket. Either we or the relevant Ticket 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.
- Warning
  - The Events are outdoors and you may therefore be exposed to hazards including: deep water, uneven ground, fallen branches, other trip hazards such as logs, barbed wire, 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.
  - The perimeter of the Event site and the access and egress routes to the Event site (including campsites, where applicable) will be clearly identified to you upon arrival and whilst you are at the Event site (including campsites, where applicable), please do not leave the designated areas at any time prior to, during or after the Event. 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.
  - Strobe lighting, lasers and smoke / haze effects and other special effects may be used in some performances.
  - Guests accept that exposure to loud music over periods of time can cause damage hearing. It is the guests' responsibility to ensure that they protect themselves and their children from such exposure if so required.
  - 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 20 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.

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

# 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.

## Contact details

Should you wish to contact us about the Event, please use the following email address: info@boundarybrighton.com

## • 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.