

PICNIC IN PRIORY

TERMS AND CONDITIONS OF TICKET SALES AND ENTRY

Rough Canvas Events Ltd (referred to herein as “**RCE Ltd**”, “**We**”, or “**Us**”) authorise Eventbrite and any other ticket agencies nominated by RCE Ltd from time to time (“**Ticket Agents**”) to sell tickets (“**Ticket(s)**”) to the event (“**Event**”) named Picnic in Priory (“**PIP**”) which takes place at the premises (“**Premises**”) Priory Park, Reigate (“**Priory Park**”) as an agent on behalf of RCE Ltd, as organiser of the event (“**Organiser**”).

Please note that any changes to authorised Ticket Agents shall be notified in these Terms and Conditions. Do not buy any Tickets from unauthorised ticket agents.

A. STATUS OF THESE TERMS AND CONDITIONS

1. These Terms and Conditions incorporate, and should be read in accordance with, the terms and conditions of the authorised Ticket Agent from which you purchased your Ticket, copies of which are available upon request or on the website of the relevant authorised Ticket Agent. In the event of any inconsistency between these Terms and Conditions and the terms and conditions of the relevant authorised Ticket Agent, these Terms and Conditions shall prevail.
2. All Tickets are sold subject to the terms and conditions of the authorised Ticket Agent of the Event and/or Organiser and/or of the Premises at which RCE Ltd takes place and to these Terms and Conditions. Please read these Terms and Conditions carefully prior to purchase and raise any queries. Purchase of any Ticket constitutes 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 this website and it is your responsibility to ensure you have the most current Terms and Conditions before purchasing your Tickets.

B. YOUR TICKET

1. Your Ticket may be in the form of paper, mobile/bar code, email, wristband or chip technology or such other form of proof of entry that becomes available on the market from time to time.
2. Only persons holding a valid Ticket will be admitted to the Event. You must retain this Ticket on your person at all times during the Event.
3. Please check your Tickets upon receipt as mistakes cannot always be rectified after purchase.
4. Your Ticket may be invalidated if any part of it is removed, altered or defaced. Removing the Ticket stub will invalidate the Ticket.
5. Tickets are not issued on a sale or return basis and cannot be cancelled, transferred or exchanged after purchase other than in accordance with these Terms and Conditions and those of the authorised Ticket Agent from whom you purchased your Ticket and except where an authorised ticket exchange or resale facility is offered. Please read our Refund and Cancellation clause.
6. Price and availability information is subject to change without notice. Tickets are sold subject to the Organisers 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 clause. It is your responsibility to check that the Event is going ahead at the date and time printed on the ticket.
7. 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.

8. Each Ticket provides you with a licence to stand or to occupy a seat (as applicable) of a value corresponding to that stated on your Ticket.

We reserve the right to provide alternative seats to those specified on the Ticket where it is not possible to allow you to occupy the specific seat printed on your Ticket. In these circumstances, we will use reasonable endeavours to provide you with a seat of equal value to that which you purchased and where we are unable to do so (and solely at the Organisers discretion), we may reimburse you for the difference in value of the seat printed on your ticket. We shall have no further liability to you as a result of the change in seats. It is your responsibility to check any changes to the seating/standing arrangements at the Premises prior to attending the Event.

9. RCE Ltd is not liable for any Tickets which are lost or stolen. Tickets cannot be duplicated.
10. Customers are requested to address any specific access requirements in advance of their visit. After having booked a Ticket the customer can apply to the Disabled Access Scheme via this website.
11. There are a limited number of Tickets (and different types of Tickets) available, and therefore purchase of Tickets is strictly subject to availability.

C. TICKET RESALE

1. Tickets are personal, revocable, non-transferable licences and shall at all times remain the property of RCE Ltd and be subject to these Terms and Conditions.
2. Resale, or attempted resale or purchase of a Ticket other than via an authorised Ticket Agent of the Event or Organiser are grounds for seizure or cancellation of such Ticket without refund or other compensation. If you are unsure as to whether or not a person offering Tickets for sale is an authorised Ticket Agent, particularly on the secondary ticketing market, please contact us on enquiries@picnicinpriory.co.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 RCE Ltd, and any Tickets so provided for such purposes remain subject to these Terms and Conditions.
4. We will not take any 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 Premises whom we reasonably believe to have purchased Tickets from any unauthorised source.
5. We reserve the right to cancel any Ticket booking 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. 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/or 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 or such cancellation.

D. AGE RESTRICTIONS AND YOUNG PERSONS

1. All persons must have a ticket.
2. Persons under the age of 16 may be permitted to the Event at the discretion of RCE Ltd providing they are accompanied by an adult aged 18 or over. We will not be liable to refund any Tickets which have been purchased for use by children with the specified age range where the individual has failed to also purchase a Ticket for an accompanying adult to attend the Event, and all refunds are strictly in accordance with our refund clause.

3. PIP is age restricted and it is the responsibility of the person who purchases the Tickets to check that s/he and persons on whose behalf s/he purchases tickets to comply with such age restrictions before purchasing Tickets for themselves or on behalf of others. You may be asked to provide proof of identity and age upon request for any person in your party whom we reasonably believe does not meet the minimum age requirements for the Event. If you are unable to provide this proof of identification the member of your party who we believe to be under the minimum age requirements may not be allowed entry without an adult over 18 years who can produce satisfactory identification.
4. The Organiser aims for the Event to be family friend but 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 in 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.
5. We do not recommend subjecting children to loud music over a sustained period of time. Hearing protection is advised for this event where loud music is involved.
6. Accompanying adults should be confident that children within their party will not cause disruption to other audience members. Any disruption may result in you and your children being removed from the Premises.

E. ENTRY

1. You must produce a valid Ticket to gain entry to the Premises and upon request for inspection at any time. Failure to produce your Ticket when requested may result in you being ejected from the Premises.
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. Searching is a condition of entry to protect your safety and that of other customers. We may conduct security searches of persons' clothing, bags and other items which we reasonably determine at our discretion on entry and exit and reserve the right to disallow within the Premises items which may be illegal or which, in our reasonable opinion may cause danger or disruption to the Event, or other patrons (regardless of whether or not such an item is illegal or is carried for specific purposes) and/or which artists performing at the Event or their management have asked us to prohibit and/or otherwise prohibited pursuant to these Terms and Conditions, including, without limitation, large quantities of food or any food on your person when allowed to re-enter, or any beverages (other than as required on medical grounds and sealed bottled water) (all such items "Prohibited Items"). Anyone found in possession of illegal or contraband goods may be liable for prosecution. All items left with security before entry into the Premises are left at your own risk.
4. Animals, without the exception of assistance dogs, are not permitted in the Premises. Customers attending with assistance dogs are requested to contact the Organiser sufficiently in advance of the Event at enquiries@picnicinpriory.co.uk.

F. THE EVENT

1. Re-admission is at the sole discretion of the Organiser and/or their security once you have left the Premises/Event.
2. In relation to seated Events, other members of the audience may stand up during the Event which may block your view if you choose to remain seated or if they are taller than you. Refunds and compensation will not be offered if your view is restricted.
3. There will be no admission to the Event before the designated opening times.
4. Latecomers may not be admitted during a performance until a suitable break.

5. In case of emergency please follow instructions and directions from stewards, staff and/or other officials.
6. Should you experience any problems while in the Premises please contact the nearest steward 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.
7. Some areas of the Premises are no smoking, please be aware and check for signs.
8. Warning- prolonged exposures to loud noise may cause damage to your hearing. Flashing/strobe lights may be used during a performance.
9. You may be ejected from the Premises or may not be permitted into the Premises 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 RCE Ltd or the Premises; is unacceptable; is in breach of any rules and regulations of the Premises which are notified at the Premises (these include, without limitation, entering any backstage or prohibited areas, standing on seats or in walkways and climbing on the building structures or fencing, throwing any objects or substances onto the stage or into the crowd or at another customer, smoking); may lead to a breach of any licencing conditions' and/or you refuse to leave a Prohibited item with our stewards or to be searched. If any member of your party is ejected for any of the above reasons and You choose to leave them, You will not be entitled to a refund.
10. You must leave the Premises quietly in consideration for the neighbours. Any failure to do so may result in you being refused permission to purchase Tickets for future Events.
11. CCTV and film cameras may be present at the Premises; this includes filming by the police or security staff carried out for 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 audio-visual 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 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.
12. The use of cameras, video and/or sound recording equipment by you is prohibited and such items may not be permitted into the Premises except with our express written consent.
13. You are required to observe and comply with rules and regulations of the Premises and comply with all instructions given to you by RCE Ltd stewards and staff 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 without refund or compensation.
14. All advertised times are approximate and subject to change. It is your responsibility to make appropriate arrangements to ensure that you arrive at the Premises in sufficient time in case the Event starts early and to ensure that you are able to stay until the close of the Event should you wish to if it overruns. We will not be responsible to make any refund or meet the costs of any alternative travel arrangements or for any loss of enjoyment or other indirect loss as a result of an Event not running to the precise advertised times.

G. FOOD AND BEVERAGE

1. No beverages (other than sealed bottled water), large quantities of food, or any amount of food on your person when re-entering will be permitted into the Premises by you (save in limited circumstances on medical grounds and where authorised by RCE Ltd in advance of entry). A variety of food and beverages will be available for purchase within the Premises.

2. Bottle tops will be removed from all bottles purchased at the Event to reduce the risk of them becoming rolling trip hazards, used as missiles or being stepped into the ground. 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. We 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. Official merchandise is only available from outlets within the Premises. Please be aware of unofficial traders offering inferior goods for which we accept no responsibility.
2. You are not permitted to sell or offer for sale or distribute any items whilst at or in the environs of the Premises including, without limitation, merchandise, Tickets, food, beverage, cigarettes or smoking materials, newspaper or magazines.
3. You shall not bring into the Premises 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 RCE Ltd including (but not limited to): providing You with details of forthcoming connected events, offers and services; providing You with updates as to the latest concessions or any changes thereto and information concerning competitions and other promotional activity; supplying you with the goods that you request or in which we reasonably believe you may be interested; conducting market research and establishing customer profiles; and transferring or disclosing the information provided by our professional advisors and such other parties as we consider necessary in the administration of its business. We will not use disclose your personal information other than as set out in these Terms and Conditions without your prior consent. By purchasing a Ticket or Tickets you consent to the use of your personal information in this way. You will be given the option to subscribe to marketing communications from us when you place your order and in all future communications from us there will be the option to un-subscribe. If you have any queries from us or wish no longer to receive promotional communications contact us at enquiries@picnicinpriority.co.uk.

J. REFUNDS AND CANCELLATION

1. We reserve 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 Event you will be entitled to a face value refund. Please note this will not include your booking fee. Personal arrangements including travel, subsistence and accommodation in relation to the Event which have been arranged by you are at your own risk and We cannot take 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 or supporting acts shall not be a material change. A material change is judged by reference to the nature and billing of the Event, and only the first advertised name in respect of an Event shall be considered a headline artist. Events which are festivals or themed events are judged by reference to the overall theme rather than where the individual act schedules to appear. This includes where multiple artists and/or where the Event name does not include reference to any specific act. In these cases, no scheduled acts may be considered a headline act, regardless of their relative fame or prominence in the billing.

3. In order to claim your refund, please contact us by email at enquiries@picnicinpriority.co.uk. Refunds will only be made to the person who purchased the Ticket.

4. It is your responsibility to check that the Event has not been cancelled, reschedule or made the subject of a Material alteration. Information on such matters will be made available on behalf of RCE Ltd as soon as reasonably practical at the relevant Premises and/or on social media as well as the PIP website which is www.picnicinpriory.co.uk

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 to an Event.

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

K. LIABILITY

1. You agree that RCE Ltd will not be liable for any loss, theft, injury or damage to any person (including you) or property however caused: (a) unless due to the negligence of RCE Ltd; or (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury due to the negligence of RCE Ltd and/or (c) to the extent that any increase in any loss or damage results from the breach by You of any of these Terms and Conditions.
2. You agree that RCE Ltd shall not be liable for any indirect or consequential costs, claims, actual or alleged losses however arising out of or in connection with the 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. RCE Ltd 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 RCE Ltd control including, without limitation, acts of God, war, insurrection, riot, civic 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, RCE Ltd 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 RCE Ltd delay or fail to enforce any of these Terms and Conditions, it shall not mean they have waived their right to do so.

4. Any person, other than RCE Ltd, who is not party to these Terms and Conditions shall have no rights under the Contracts (Right to Third Parties) Act 1999 to enforce any term of these Terms and Conditions.
5. Nothing in these Terms and Conditions and no action 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.

ROUGH CANVAS EVENTS LTD

Rough Canvas Events Ltd is a company incorporated in England and Wales: 09999488.