

# TIOS EVENTS

## TiOS Events Ticket Ts&Cs

TiOS Events is a trading name of This Is Our Sound LTD. This Is Our Sound LTD is registered in England and Wales, Company Number: 1302183

### General Terms and Conditions and Purchase Policy

#### Summary of key terms

All sales are final. All tickets are non-refundable and non-transferable (other than in the limited circumstances set out below).

We issue electronic Tickets (eTickets), not physical paper tickets. You can show a printed or electronic version of your Ticket to gain entry to our events.

Restrictions may be placed on entry for ticket holders such as age and those relating to Health and Safety.

If an event is cancelled, you are entitled to a refund. This refund is for the face value of the tickets only and does not include any booking fees or service charges paid.

If you do not receive your tickets 72 hours before an event, it is your responsibility to contact TiOS Events with regards to this.

It is your responsibility to inform us of any change of details including email address.

You are responsible for keeping your ticket and ticket details secure. We will accept no responsibility for lost or stolen tickets or ticket details.

If you need to contact Us for queries relating to these Terms and Conditions, or anything related to TiOS Events please email: [therebellionevents@ravemail.com](mailto:therebellionevents@ravemail.com)

See below for full terms:

#### General Terms and Conditions

By purchasing tickets from TiOS Events or one of our authorised Vendors, You expressly agree to be bound by the following Terms and Conditions and all applicable laws and regulations governing Our Events. If you violate these Terms, TiOS Events may bar you from future events, cancel your ticket order, void your ticket(s) and/or take appropriate legal action against you.

#### Amendments and Variations

We intend to rely on the written terms set out here in this document as well as the written Terms and Conditions of the Venue. You should read the Terms and Conditions carefully before purchasing Your Ticket(s). After the contract has been made, these Terms and Conditions cannot be varied or amended in any respect unless both You and We agree in writing.

#### Definitions and interpretation

"Event" means an entertainment event including, without limitation, a concert and/or music event to be held at a Venue in respect of which We have the right to sell You Tickets.

"Tickets" means tickets or other types of evidence (including electronic tickets) for an Event sold by Us to You either directly or via an authorised Vendor for the right to occupy space at or to attend an Event.

"Face Value" means the price shown on the Ticket.

"Fees and Service Charges" means any fees or charges over and above the face value of the Ticket related to the purchase of the Ticket.

"Venue" means any facilities or locations of any nature where the Event is being held. This also refers to the management and/or management representatives of such facilities or locations.

"We" means TiOS Events. TiOS Events is a trading name of This Is Our Sound LTD. This Is Our Sound LTD is registered in England and Wales, Company Number: 1302183

"Us" and "Our" shall be read accordingly.

"Vendor" means a 3<sup>rd</sup> party company explicitly authorised by Us to sell tickets on our behalf.

"You" means you or anybody who in Our reasonable opinion is acting with your authority or permission.

"Your" shall be read accordingly.

### **Incorporation**

These Terms and Conditions incorporate and should be read in accordance with the Venue and/or Vendor's terms, conditions and regulations, copies of which are available upon request from the Venue and/or Vendor. In the event of any inconsistency between the terms in relation to the Venue or Vendor requirements, Our Terms and Conditions set out in this document shall prevail.

### **TiOS Events**

TiOS Events is an event organiser and is responsible for the organisation and staging of the Event and has limited control over the health and safety, licensing, cancellation, rescheduling or for material changes to the Event.

### **Tickets**

All Tickets are offered subject to availability and to these Terms and Conditions.

A valid Ticket must be produced to gain entry to an Event. You can either print Your Tickets or bring them on an electronic device. Removing any part of, altering or defacing the Ticket may invalidate Your Ticket.

It is Your responsibility to check Your Tickets to ensure they are correct as if you have made a mistake, it cannot always be rectified after purchase and We will not be responsible for any failure to rectify a mistake. Accordingly, please check your Tickets carefully on receipt and contact us immediately if there is a mistake.

We will not be responsible for any Ticket that is lost, stolen or destroyed. It is not always possible to issue duplicate tickets. If your ticket or ticket details are lost or stolen, You must inform Us immediately.

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.

### **Price and payment**

The price of the Ticket shall be the price set at the time We accept Your order. All prices set are inclusive of any applicable taxes but exclusive of any booking fee and collection or delivery fee.

We will confirm Your order once We have received full payment.

If we discover an error in the price of tickets you have ordered, we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling your order and receiving a full refund from us.

We reserve the right to refuse or cancel any order You place with Us. In the event that we make a change to or cancel an order, We may attempt to notify You by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in Our sole judgment, appear to be placed by dealers, resellers or distributors.

### **Delivery**

We aim to dispatch purchased Tickets as soon as possible. We use eTickets that are sent directly to the email you provide. We will accept no responsibility for any failure, for any reason, in your ability to access any emails that have been transmitted to You.

If You have not received Your Tickets from Us within twenty-four (24) hours of purchasing them please contact Us immediately including Your reference number, the name of the ticket purchaser and email address given when ordering the Tickets.

### **Changes to Event**

TiOS Events and/or the Venue reserves the right to make alterations to the published Event programme where reasonably necessary. This includes, but is not limited to opening times, artist performances etc...

### **Refunds/exchanges**

Except where We offer, at our absolute discretion, an applicable Ticket exchange or resale or refund facility, once you have purchased a Ticket from Us you will not be entitled to exchange or to obtain a refund for that Ticket other than as described in this section. If You are entitled to a refund, We will only refund the face value of the Ticket minus any fees and/or service charges.

If an Event is cancelled, you will be entitled to a refund. An event will be deemed to be cancelled if the event does not take place on the date specified when the Ticket was purchased, and a rescheduled event date is not released within four (4) weeks of the original event date.

If the event is rescheduled (a new date released within 4 weeks of the original Event date) or where there is a material change to the programme of an Event, you may be given a refund or offered entry, on the same terms, to the rescheduled event at our complete discretion.

A "material change" is a change which in our reasonable opinion, makes the Event materially different to the Event that the purchasers of a Ticket, taken generally, could reasonably expect.

Changes to supporting acts, members of a joint act or the line-up of any multi-performer event or the use of replacement performers will not be considered a material change.

If you wish to claim a refund in any of the circumstances described above, You should notify Us as soon as possible and no later than 28 days after the applicable cancellation, rescheduling or material change. If we are able to provide You with a refund, as described above, We will refund You the face value of the Ticket (excluding any booking fees or service charges). Refunds will only be made to the person who originally purchased the Ticket(s) and, wherever possible, will be made using the same method as was used to purchase the Ticket(s) except, at our discretion, where payment was made by cash.

These Terms & Conditions do not affect your statutory rights as a consumer.

### **Cancelled/re-scheduled Events**

It is Your responsibility to check if an Event has been cancelled or re-scheduled and to check the date and time of any re-scheduled Event. Where We become aware that an Event is cancelled or re-scheduled, We will use Our reasonable endeavours to notify You using the details You provided Us with at the time of purchasing Your Ticket, but We may not always be able to do this and We do not guarantee that You will be informed of such cancellation before the date of the Event.

It is Your responsibility to inform Us of any change to the contact details You provide Us with at the time of purchasing Your Ticket.

### **Resale/use of Tickets**

You must not re-sell or transfer a Ticket unless expressly authorised, in writing by Us.

### **Void Tickets**

Any Ticket obtained in breach of these Terms and Conditions shall be void and all rights conferred or evidenced by such Ticket shall be void. Any person seeking to use such a void Ticket to gain or provide entry to an Event may be considered to be a trespasser and may be liable to be ejected and liable to legal action.

Void Tickets are non-refundable.

### **Restrictions on the purchase of tickets**

Tickets may be restricted to a maximum number. Any such restriction shall be notified to You at the time You book the Tickets.

### **Use of details and Data Protection**

For information on how We use information and Data Protection see the [thisoursound.co.uk](https://thisoursound.co.uk) Privacy Policy on the website and/or the privacy policy of the respective Vendor website.

### **Liability**

To the maximum extent permitted by law, We shall not be liable for any loss, injury or damage to any person (including You) or property howsoever caused:

- (a) in any circumstances where there is no breach of contract or a legal duty of care owed by Us;
  - (b) in circumstances where such loss or damage is not directly as a result of any such breach by Us;
- or

(c) to the extent that any injury, loss or damage results from Your or any third party's negligence or breach of contract and/or any applicable laws and regulations.

To the maximum extent permitted by law, We shall not be liable for any indirect or consequential losses or loss of data, profits, revenue, earnings, goodwill, reputation, enjoyment or opportunity, or for distress, or any exemplary, special or punitive damages, arising directly or indirectly from Your use of any of Our services. In particular, please note that personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by You are at your own risk. Liability for the cancellation or rescheduling of an Event, or for material changes to an Event, will be limited to the refund as set forth in these Terms and Conditions.

Our and any relevant Venue's liability to you in connection with an Event (including, but not limited to, for any cancellation, rescheduling or material changes to an Event) and any Tickets you have purchased shall be limited to the amounts specified in these Terms and Conditions.

We are not responsible for the actions or failures of any Venue or performer. Under no circumstances shall we be liable for death or personal injury suffered by You arising out of attendance at an Event, unless caused by our negligence. Neither shall we be liable for any loss or damage sustained to Your property or belongings related to You attending an Event other than caused as a result of Our proven negligence.

We shall not be liable to You for failure to perform any of Our obligations under these Terms and Conditions to the extent that the failure is caused by an event of Force Majeure (defined below in these Terms and Conditions).

For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond Our control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, pandemic, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, actions taken by the police, acts or regulations of national or local governments.

Nothing in these Terms and Conditions seek to exclude or limit Our liability for death or personal injury caused by Our negligence, fraud or other type of liability which cannot by law be excluded or limited.

### **Conditions of Admission**

TiOS Events and/or the Venue reserve the right to refuse You admission to the Venue in reasonable circumstances including for health and safety, licensing reasons or where a Ticket is void.

TiOS Events and/or the Venue also reserves the right to request that You leave the Venue at any point on reasonable grounds and may take any appropriate action to enforce this right. By way of example, You may be removed if you:

1. behave in the Venue in a manner which, in the reasonable opinion of TiOS Events and/or the Venue has, or is likely to affect the enjoyment of other visitors;
2. use threatening, abusive or insulting words or behaviour or in any way provoke or behave in a manner which may cause a breach of the peace;
3. in the reasonable opinion of TiOS Events and/or the Venue act under the influence of excessive alcohol consumption;

4. smoke (save when in a designated smoking area) or possess and or/use drugs or any illegal substances;
5. fail, when required, to produce proof of identity, age, the right to be on the premises or in any restricted areas (such as performance areas, staff only areas or VIP areas);
6. fail to comply with any measures put in place in relation to the Health and Safety.

You must comply with instructions and directions given by TiOS Events and/or Venue staff.

No refunds will be given if You are refused entry or ejected due to Your own behaviour as suggested in, but not limited to, the examples above.

By attending an Event, You consent to filming and sound recording of You as a member of the audience. TiOS Events and/or the Venue may use such films and recordings (including any copies) without payment.

### **Restrictions and prohibitions**

You shall not bring into the Venue or display or distribute (whether for free or not) at the Event any sponsorship, promotional or marketing material's unless expressly authorised by TiOS Events and/or the Venue.

Smoking is not permitted unless within a designated smoking Area (if any).

The following are not permitted within any Venue:

1. animals (with the exception of guide dogs);
2. Your own food and drink (unless permitted by the Venue);
3. bottles, cans or glass containers (unless permitted by the Venue);
4. any item which may be interpreted as a potential weapon including sharp or pointed objects (e.g. knives);
5. illegal substances.

TiOS Events and/or the Venue reserves the right to conduct security searches and confiscate any item which, in the reasonable opinion of TiOS Events and/or the Venue, may cause danger, annoyance, aggravation or disruption to other attendees or is one of the items not permitted in the Venue as listed above.

Some Venues may have restricted entry after a certain time during the Event. It is Your responsibility to arrive before any entry restrictions may be applied.

You may only re-enter after leaving the Venue during an Event at the discretion of TiOS Events and/or the Venue.

The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to areas (such as performance areas or VIP areas) for which You do not have a Ticket is strictly forbidden.

### **Health and Safety**

You must comply with all relevant statutes, safety announcements and Venue rules and regulations whilst attending the Event.

If You have any special requirements or concerns about any special effects which may be featured at the Event, prior notice should be provided when purchasing Tickets. Special effects may include, without limitation, sound, audio visual, pyrotechnic effects or lighting effects.

### **Dispute Resolution**

If any dispute arises out of these Terms and Conditions, We will attempt to settle it with You directly. To this end We shall use Our reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to both parties.

The above dispute resolution terms are without prejudice to the Limitation of Liability clause of these Terms and Conditions.

### **Waiver**

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.

### **Assignment**

We shall be entitled to assign any of Our rights and obligations under these Terms and Conditions provided that Your rights are not adversely affected.

### **Severability**

If it is found by a Court that any of these Terms and Conditions for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply.

### **Third Parties**

Any person or entity, other than TiOS Events and You, 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. The Act can give rights under some contracts to third parties who are not parties to those contracts but in this case only TiOS Events and and You have rights and obligations under this contract.

### **No Partnership or Agency**

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 relationship between You and Us beyond the contractual relationship established under these Terms and Conditions.

### **Entire agreement**

These Terms and Conditions, and the Terms and Conditions of the Venue and any specially agreed terms constitute the entire agreement between You and Us and supersede any previous Terms and Conditions, agreement or arrangement between You and Us.

Each of us agree that we have not entered into these Terms and Conditions in reliance on, and shall have no remedy in respect of, any statement, representation, covenant, warranty, undertaking or indemnity (whether negligently or innocently made) by any person (whether party to these Terms and Conditions or not) other than as expressly set out in these Terms and Conditions.

Nothing in this clause shall operate to limit or exclude any liability for fraud.

**Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with English law and You can bring legal proceedings in respect of the Tickets in the English courts.