

## **Terms & Conditions – Kimpton Folk Festival and Kimpton Folk Events**

### **A Ownership**

1 Within the context of the website(s) and any media or materials (including these terms and conditions) the terms “Us”, “We”, “Our”, “the Festival”, “the Kimpton Folk Festival”, “KFF”, “KFE” may be used in place of and with the same rights as entitled to the entity “Kimpton Folk Events”. Our “Site” refers to all Our websites and social media or websites or social media representing Us on Our behalf.

### **B Ticketing**

- 1 All tickets (“Tickets”) for events organised by Kimpton Folk Events (KFE) at the event location (“Events”) are subject to these terms and conditions (“Terms”) including supplementary terms on the front and/or reverse of Tickets and any additional or Event specific terms notified from time to time. Purchase or acceptance of any Ticket for an Event constitutes acceptance of these Terms.
- 2 Please read these Terms carefully prior to purchase of a Ticket and raise any queries or concerns.
- 3 The artist and performer line-up and all billed attractions may be subject to change at any time without notice.
- 4 All advertised times are approximate and subject to change. It is a Ticket holder’s responsibility to make appropriate arrangements. KFE 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 advertised times.
- 5 Tickets are non-transferable. Only persons holding a valid Ticket will be admitted to the Event. Tickets may not be:
- sold or transferred to another person;
  - used by any person for promotional purposes, including as a prize or other reward in a competition or lottery, except with the prior written permission of KFE;
  - purchased by an agent on behalf of his or her principal;
- 6 Where a ticket has been obtained by a person in breach of clause B5, KFE’s obligations in relation to the Ticket will cease to have effect immediately, in particular:
- any person presenting the Ticket may be refused entrance to, or removed without notice from the Event;
  - the Ticket may be confiscated and there shall be no obligation on KFE to refund any monies paid for the Ticket or for any costs incurred;
- 7 Duplicate Tickets will not be issued for lost or stolen tickets.
- 8 A Ticket is only valid when purchased from official agents. Tickets bought from other sources will be refused admission.
- 9 Tickets are not issued on a sale or return basis and cannot be cancelled, refunded or exchanged after purchase.
- 10 If the Event is cancelled before the Event has started, refunds will be issued at the Ticket face value only on production of a valid original Ticket.
- 11 A Ticket Holder must retain his/her Ticket (or Armband as issued in exchange for a Ticket) at all times during the Event. Failure to produce a Ticket (or Armband) on request may result in a Ticket holder being ejected from the Event. A Ticket (or Armband) may be invalidated if any part of it is removed, altered or defaced.

- 12 It is the Ticket holder's responsibility to check the suitability of an Event for any children in his/her party. Refunds will not be issued if any aspect of an Event, including the behaviour of other audience members, causes offence. At any Event children under the age of 16 must be accompanied by a responsible adult over the age of 18
- 13 KFE reserves the right to evict a Ticket holder without refund in appropriate circumstances which would include a Ticket holder engaging in anti-social behaviour and/or carrying out an illegal activity. Any Ticket holder carrying illegal items or carrying out illegal activity will be given to the Police.
- 14 If a Ticket holder looks under 25 please do not be offended if he/she is asked for proof of age when purchasing alcohol. Please bring proof of ID to show that you are over 18. Under-18s are not permitted to bring alcohol or to purchase alcohol at an Event. It is illegal for an over 18 to purchase alcohol on behalf of under-18s.

## C Events

- 1 KFE Events within Kimpton are subject to the by-laws of Kimpton Parish and/or Kimpton Parish Council. Kimpton Parish Council's website is at [kimptonpc.org.uk](http://kimptonpc.org.uk)
- 2 KFE Events within the Kimpton Memorial Hall are subject to the Standard Conditions of Hire (where applicable) and the Terms of Use of the Hall, including and not limited to the use of equipment, appliances and fittings and fire safety procedures. Kimpton Memorial Hall Conditions are available from Kimpton Memorial Hall (for address see [kimptonmemorialhall.co.uk](http://kimptonmemorialhall.co.uk)).
- 3 The KFE Terms and Conditions are applicable to all KFE Event Sites, for the duration of the KFE Events, unless limited in use to a specific location.
- 4 Admission is at the event Entrant's own risk, for ticketed and non-ticketed events. Neither KFE nor the individuals working on the Event or KFE's suppliers or authorised agents will be:
- save for death or personal injury caused by KFE's negligence or any other liability which by law cannot be excluded, liable for any loss, injury or damage to any Ticket holder or event entrant, or property howsoever caused;
  - liable to any Ticker holder or event entrant for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with the Event and/or KFE's obligations in respect of the Event; or
  - liable to any Ticker holder or event entrant for any expenses incurred in connection with the Event in the event of cancellation of the Event, including, without limitation, costs of any personal travel, accommodation or hospitality arrangements; or
  - liable to any Ticker Holder or event entrant for failure to perform any of its obligations in respect of the Event to the extent that such failure is caused by a force majeure event, an act of God or any event outside of the reasonable control of KFE.
- 5 Right of admission is reserved by KFE. In order to facilitate the security, safety and comfort of all Ticket holders or event entrants, KFE may refuse entry to Ticket holders or event entrants who attempt to enter the Event site with prohibited items and/or where safety may be compromised.
- 6 Ticket Holders or event entrants are prohibited from bringing any items banned by Kimpton Parish by-laws into the village or the conditions of the Event Site into any Event. For the avoidance of doubt the following items are strictly prohibited; weapons, flares, fireworks, barbeques, Chinese lanterns, noise generators, horns, lasers.
- 7 Only recognised registered assistance dogs are allowed into Event site arenas, enclosures or buildings.

- 8 Tents and camping are not permitted in Kimpton.  
9 Please use the bins and recycling points at and around Kimpton Village and  
within the Event Sites.  
10 You are requested to address any specific access requirements in advance of  
the Event by contacting [hello@kimptonfolk.uk](mailto:hello@kimptonfolk.uk). Due to the nature of the  
Kimpton Village topography and layout, accessibility to all areas of the Events  
in the village cannot be confirmed.  
11 Strictly, no trading or other commercial activity by any Ticket holder or event  
entrant will be allowed at an Event without KFE's prior written consent.

## **D Photography and Filming**

- 1 The use of photographic or filming equipment during Events for commercial  
gain, without KFE's prior written consent is prohibited; such that:
- a person may be denied entry to, or removed from the Event if  
he or she is found in possession of any equipment capable of  
taking photographs, making films, sound recordings or  
broadcasts; or if he or she takes any photograph, makes a film,  
sound recording or broadcast of anything occurring inside the  
Event for commercial gain.
  - a person may enter the Event with equipment referred to in the  
Clause immediately above where it is integrated into electronic  
communications apparatus designed for personal private use  
(such as a mobile telephone) and/or a personal stills camera  
but the person may still be removed in accordance with the  
Clause immediately above if they attempt to use this device for  
commercial gain.
  - As a condition of entry, the Ticket holder or event entrant  
consents to being filmed, photographed and recorded for  
television, radio, webcast and other public broadcast in any  
medium and/or for any video or DVD as part of the audience  
and/or by onsite CCTV cameras and recordings for security  
purposes, and to the event entrants' actual or simulated  
likeness being included within any film, photograph, audio  
and/or audio-visual recording, the copyright of which shall be  
owned by KFE. Each event entrant further hereby agrees that  
any such footage may be exploited by KFE 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.
  - Searching is a condition of entry to the Event to protect the  
safety of all entrants. KFE may conduct security searches of  
persons' clothing, bags and other items which KFE determines  
at its discretion on entry and exit and reserves the right to  
disallow entry to any person with items which may be illegal or  
which may cause danger or disruption to the Event or other  
event entrants (regardless of whether or not such item are  
illegal or is carried for specific purposes), which artists  
performing at the Event or their management have asked KFE  
to prohibit or are otherwise prohibited pursuant to these Terms.

## **E Intellectual Property Rights**

- 1 We are the owner or the licensee of all intellectual property rights in Our  
Sites, in the materials published on it and of physical or electronic  
materials produced or published by Us or on Our behalf, including but not

limited to trade marks, designs, plans, maps, signs, logos, text, images, audio and video materials, look and feel and software (including code, interface and website structure) (“Materials”).

- 2 The Materials are protected by intellectual property laws and treaties around the world. All such rights are reserved. You may not remove any copyright or other proprietary notices from any of Our Materials or Sites and we reserve the right to copy protect any of the Materials.
- 3 Our status (and that of any identified contributors) as the holders of rights in Our Materials and on Our Sites must always be acknowledged.
- 4 You must not use any part of the Materials on our Site for commercial purposes without obtaining a licence to do so from us and, where applicable, our licensors.
- 5 If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the Materials you have made.
- 6 We aim to update our Site regularly, and may change the content at any time. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

#### F **Our Liability**

- 1 Whilst KFE will use its reasonable endeavours to ensure that all information found on their materials, media and website(s) is accurate and up to date it cannot guarantee this to users/readers The material displayed is provided “as is” and without any guarantees, conditions or warranties as to its accuracy. We hereby expressly exclude: all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time, and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. Because some jurisdictions do not allow the exclusion or limitation of liability or damages, KFE liability in such jurisdictions shall be limited to the extent permitted by law.

#### G **Trade Marks**

- 1 ‘Kimpton Folk Festival’ and the Festival’s official logo are registered trademarks owned by Kimpton Folk Events, and are also subject to copyright and may not be used or reproduced without the express written permission of KFE. All rights reserved.

#### H **Copyright**

- 1 The copyright in the text on the [www.kimptonfolk.uk](http://www.kimptonfolk.uk) website is owned by KFE except where it is specifically stated that the information was previously published elsewhere and/or the copyright is acknowledged to another party, usually the original publisher or writer. Any text on the website or produced media or materials that is marked with the copyright notice of any other party apart from the Festival is that person’s intellectual property and you must contact that person or organization if you wish to use their material.

2 Subject to the above, other publications are very welcome to copy all or part of any article(s) on the website where KFE holds the copyright on the strict condition that the website is acknowledged and a link (in online publishing) or the address (in print) to the website is provided as part of the article.

3 Other than where indicated above, all Media including tickets, maps and posters in electronic, hard copy or other format, associated with or linked to the Festival and/or produced for or on behalf of the Festival cannot be used, in whole or in part, as part of any marketing, media, sales promotion, staff reward scheme or general competition use whether commercial or non-commercial, publicly displayed, be reproduced, transmitted, distributed, re-used or amended without prior express written permission (“license”) of the Festival organizers, KFE.

#### **I License under Copyright**

1 All Rights are reserved on all materials subject to copyright, unless expressly stated otherwise in or on the material. All rights granted under license are granted expressly to the extent stated in the license, to the licensee only. No rights are transferable to 3rd parties unless expressly stated in the license. The author or licensor reserves the right to alter or limit the license granted to the licensee at any time, unless the reservation is expressly removed in the license. The author or licensor reserves the right to withdraw the license from the licensee at any time, if the copyright is or is believed to be infringed.

#### **J The Law**

1 These Terms (including any non-contractual obligations) shall be governed by the laws of England and Wales and parties agree to submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with these Terms (including any non-contractual disputes or claims).

#### **K Access**

1 KFE is not responsible for providing, arranging or securing transport, access, parking or right of way for anyone travelling to or gaining access to any KFE event or arena. KFE accept no liability for any parking made by or undertaken by individuals in association with any KFE event.

2 Any access right of way within Kimpton Village falls under the jurisdiction of and rights granted by the Kimpton Parish Council by-laws.

You are requested to address any specific access requirements in advance of the Event by contacting [hello@kimpton.uk](mailto:hello@kimpton.uk). Due to the nature and topography of Kimpton Village, accessibility to all areas of the Event cannot be confirmed and may not be available unless it is arranged in advance.

3 All Parking facilities provided within or associated with any event are provided at the discretion of the event organisers ‘as is’ and the organisers hold no liability for the use of or any subsequent issue arising out of the use of any such facilities, including but not limited to; theft, vandalism, fire, accidental damage or impact by debris, excreta, etc

4 There are car parks in Kimpton Village designated for use by those attending Kimpton Folk Festival. Designated parking bays for blue badge holders are available in these car parks and at other Event sites, however these are not pre-bookable and will only be available on a first come first served basis during the Event. Blue badge holders must display their blue badges at all times whilst parked.

**L Kimpton Folk Festival**

- 1 Kimpton Folk Festival is held within the boundaries of Kimpton Village, which embodies areas of uneven ground along with slight, moderate and steep gradients. There are limited concrete/tarmac roads or pathways within the village. As such, access to some locations may be slightly challenging, particularly in the event of inclement weather. Although there is a limited amount of formal public seating within some areas of the Festival site – including the Memorial Hall, the Church and the Dacre Rooms - there is no public seating provided on Kimpton Village Green.
- 2 Medical Assistance – Should you require medical treatment on site, the Event Management and/or our treatment providers (on behalf of Event Management) may keep a record of your personal details, any accident suffered and treatment provided to you.

**M Availability For All**

- 1 Toilets – Wheelchair accessible portable toilet units will be available at locations within the Festival site and will be clearly marked.
- 2 Dogs and Pets Generally – No Pets are allowed within the Event site Arenas, enclosures or buildings. KFE actually do not consider it an environment suitable to animals during the festival and would advise against bringing animals where possible.
- 3 Only Recognised Assistance Dogs will be permitted into the music sections of the Festival site, but visitors are asked to bear in mind the noise levels at concerts and the potential use of special effects. You may be required to produce your laminated Recognised Assistance Dog photo ID card at the gate ([www.assistancedogs.org.uk/faqs](http://www.assistancedogs.org.uk/faqs)).
- 4 Vision – You are advised that flicker, laser, strobe lights and/or other lighting effects may be used during performances at the Festival.

**N Light**

- 1 All events that start/finish/occur after dark will require access through the village that may require careful illumination. This will not always be provided. If this is a concern, bring suitable torches etc.