

Party For the People Terms and Conditions for the sale and supply of tickets.

This page contains the terms and conditions for the sale of tickets through PFTP. You should read these terms and conditions carefully before ordering tickets and should understand that by placing an order, you agree to be bound by these T's & C's. Please appreciate that if you cannot accept these terms and conditions then you will not be able to purchase tickets through us.

### Info about us.

Partyforthepeople.org.uk is operated by Party for the People LTD ("PFTP", "we", us "our") . 098745029834572. Our office is at 7 Smithfield, Shalesmoore S3 7AR.

### Service

Our site is intended for use by people in the United Kingdom and the European Union, which therefore means that we cannot accept orders from outside of these areas.

### You

By registering with us and placing an order, you certify that you are at least 18 Years of age, and that you have the legal capability to enter into a binding contract.

### The contract

When buying a ticket online you will receive an email confirming your order. However, this does not guarantee you have a ticket, as all orders are subject acceptance by the promoter and us. Acceptance is apparent when the e-ticket is dispatched.

## Our Status

The legal contract of the transaction is between you and the third party supplier of the tickets and therefore is subject to their terms and conditions. We act as an agent between you and the supplier; therefore, all actions on cancellation, refund and exchanges are covered in these terms and conditions. However, in accordance with the Rights of Third Parties Act 1999, these terms and conditions may be used and enforced by the third party.

## Your Obligations

By purchasing a ticket you certify that it is for personal use only. Tickets must not be re-sold and any resale will result in a cancellation of the ticket, without refund.

It is your responsibility to check the details of the ticket and the event. PFTP will not be held responsible for any loss or damage to tickets after they have been dispatched. It is also your responsibility to check any deviation from the proposed details of the event, or for a cancellation. However, we endeavour to inform you of any changes to the event once the event organizer notifies us, however we cannot guarantee this.

It is your responsibility to arrive at the event at the proposed time, and PFTP will not be held responsible for any non-admissions due to late entry. Although in most cases event organizers make every effort to admit latecomers, however, there is always a last entry time at the event, so therefore admission cannot be guaranteed after this time. Please make sure you check the details of the event for this information, as it is the responsibility of the event organizer to inform of these details.

You must comply with all rules and regulations at the event, including complying with age and drugs & alcohol restrictions. PFTP will not be held responsible for the non-admission, or rejection from the event in the case

that relevant statues are not abided. The venue and the event organiser reserve the right to refuse and reject entry; in the case that admission could risk the safety and enjoyment of yourself and others.

In the event you are refused or rejected entry as a result of any of the above reasons, or in the case that PFTP cannot be held responsible for your non-admittance, you will not be entitled to a refund.

PFTP, the third party supplier and the venue will not take responsibility for any lost of personal property whilst at the event.

### Availability and Delivery

Tickets may be subject to restrictions on how many (per person) can be ordered. This varies with each event so you need to check the ticket information carefully before you place an order, as we cannot guarantee an electronic restriction will be in place. PFTP reserves the right to revoke and tickets purchased exceeding the maximum amount allowed per person for the particular event.

If purchasing multiple tickets in on e-ticket, then all the people on the ticket must arrive at the event at the same time. Failing to do so may result in delayed, or refused entry. If purchasing tickets for a large group, and not everyone is likely to arrive at the same time, then please purchase tickets separately.

Most tickets we deal with are e-tickets, however there are some cases in which physical tickets will be produced. When ordering tickets in which are physical, you must make sure there is enough time for delivery between the day of purchase and the date of event. We specify our delivery guarantee in the payment process, and therefore deeming it your responsibility to make sure you receive your tickets in time.

If it is not possible to post the tickets, if for example the time is too close to the event, or we have a problem with our couriers etc, tickets will be made available for collection at the venue on the day of the event, or if possible we will produce an e-ticket as an alternative.

### Risk and Title

Ownership of tickets will only be granted once we have received the full payment owed; this includes any postage fee's on physical tickets.

e-tickets will be at your risk from the time you receive the order confirmation email from us.

Physical tickets will be at your risk from the day they are dispatched from us. We advise all customers purchasing physical tickets to get insurance. Postage insurance is an option available with Special Delivery, however, standard Royal Mail First Class or Recorded are not covered by insurance.

PFTP will not be held accountable for loss of tickets once dispatched, and any subsequent claim for loss or non-delivery must be taken up with Royal Mail directly.

### Price and Payment.

We only set the price of tickets for our own events. The prices of tickets will be as quoted on the website, and our charity booking fee is clearly stated on the event info. The price of the ticket does not include delivery cost, which may be added to the total amount due.

We charge a booking fee (usually £1 or 10% of the total amount of tickets above £10), which goes directly to PFTP Ltd. The revenue earned from tickets will go towards business costs. All profit from the transactions will be

donated to our supported causes.

Prices of tickets are subject to change, however once a ticket has been purchased, a change in the price of a ticket will not affect an order already processed.

In the event that a ticket is wrongly priced, if the price of the ticket is less than the price it has been sold for, PFTP will refund the difference paid by you. If the price of the ticket is higher than the price sold for, then we may either contact you with instructions of what to do, or, if the order is still mid process, we may cancel your order and notify you of any such cancellation.

Payments must be made by credit or debit card.

In the event that the venue/event organizer has over-sold an event, or in terms of reducing the allocation for any reason, which is down to human error, you will be entitled to a full refund.

### Refunds and Exchanges

Once the order has been approved, tickets cannot be exchanged or refunded after purchase, unless the event is cancelled.

If an event cancellation occurs, if it is rearranged then a new ticket will issued up to the face value of the ticket. In the event that you are unable to attend on the rescheduled date, or if the even is not rescheduled, then a face value refund will be offered.

You must apply for a refund in writing to [info@partyforthepeople.org.uk](mailto:info@partyforthepeople.org.uk) within 7 days of the cancelled event. Any time after this and you will not be able to obtain a refund.

The promoter/event organiser reserves the right to make any amendments to the event detail without the obligation of making a refund or exchange of tickets. In the unlikely event that a refund is refused, we will endeavour to mediate the situation between you and the promoter. However we cannot guarantee and will not be held liable for the refusal of refund by the promoter. Funds are held with us up to 14 days after the event and therefore we have the ability to withhold ticket money in the event there is a refund refusal.

Only the person who purchased the ticket can obtain a refund.

The booking fee is non-refundable.

Postage fees will only be refunded in the case that we have not carried out the shipment due to error.

### Our Liability

We are in no way indemnified from being liable for death or personal injury as a result of our negligence, under section 2 of the Consumer Protection Act 1987.

Our liability will also not be limited in the case of fraudulent misrepresentation or for any other illegal action taken on our behalf.

PFTP are only liable for personal losses, as a result of our breach of these terms and conditions, up to but not exceeding the full price of the ticket.

If the promoter/event organiser cancelled or changes the details of the event, we are not accountable for any postponements, cancellations, or any other alteration to the specific details of the event.

As we act as an agent between you and the third party ticket seller, the individual liability of the third parties is set out in their own terms and conditions, which you should read. These will be located on the promoters website or available upon request.

#### Transfer of rights and obligations

The contract between you and us is legally binding on you and us, and to whom ever our successors may be. You must not assign, transfer or dispose of a contract with us with out prior written consent.

During the contract, we may assign, transfer or dispose of a contact at any given time, however we will make you aware of this when such action is taken.

#### Written Communications

As per state mandate, it is a requirement that some of the information that we communicate to you be delivered in written format. When using the PFTP website you accept that the majority of our communication with you will be electronic. We shall deliver this information via email or the medium of posted notices on the site itself. From a contractual point of view you agree to this electronic method of communication and you accept that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that necessitates such communications be in writing. This condition does not affect your statutory rights.

#### Events outside of our control.

In the event that there is a failure to perform any of

our obligations under contract, in which caused by events outside of our control (force majeure), we will not be held responsible. This includes and occurrence, non-occurrence, event, accident or omission beyond our (reasonable) control. This includes in particular, but without limitation to (a) civil commotion, act of or threat of war or terrorist attack, (b) industrial action (stikes, lock-outs), (c) natural disasters and fires (d) unfeasibility of use of public or private transport and telecommunication systems/networks, (e) or any act of any government.

In the event a force majeure event occurs, we will have an extended amount of time to perform our operation, up to the time the event lasts. We endeavour to resume full service as quickly as possible and as soon as we are able.

#### Waiver

If at any point we fail to insist you meet the requirements of these terms and conditions, or if in any way we fail to perform the rights to which we are obliged to give under contract, then this shall in no way waiver such rights and obligations from either you or us.

Waivers of these terms and conditions shall only be effective if we explicitly state to you in writing.

#### Severability

If any provisions made in these terms and conditions or contract are deemed to be unlawful, unenforceable or invalid then such term will be severed from the rest of the terms, which will continue to be valid fully by law.

## Overall Agreement

These terms and conditions and any documents expressed in them form an overall agreement between you and us in relation to the contract and they supersede any prior understanding, arrangement or agreement between you and us.

We both must agree that entering into such a contract neither party has relied on any prior agreement, representation, or promise made whether it to be implied in anything said in oral or written consultation prior to this contract arrangement, except expressed explicitly in these terms and conditions.

We rely upon everything in these terms and conditions and any document expressed explicitly within them in relation to any contractual agreement between you and us. We accept responsibility for any representations or statements made by our authorized agents, however you must make your you inquire about any deviations/variations to the t's and c's to be made in writing.

## Our right to amend

We have the right to amend and update these terms and conditions as we see fit, in order to reflect changes in the market, or our methods of service or any other major changes whether internally or externally, relating to the service we provide to you.

You will be governed by policies within the terms and conditions at the time of purchase so you must make sure you read them each time you make a purchase. In the event that we have to change the terms and conditions before we have dispatched your tickets, we will make you aware of this via email. If there is a problem with any amendments we have made you can contact us within 7 days of

receiving your order.

Law and Governing Body

All contracts for the purchase of tickets made through us are governed by UK Law. Any problems or disputes relating to, or arising from any contract will be subject to jurisdiction of British Courts of the UK.

Last Updated 25<sup>th</sup> January 2013