



## Terms & Conditions

These terms & conditions relate to the event known as "Danbury Fireworks" or any fireworks event organised by 1<sup>st</sup> Danbury Scout Group hereby known as "we" or "our".

By buying a ticket or attending the event you are deemed to have accepted these terms & conditions.

### 1. Ticket sales

- The website at [www.danburysfireworks.org.uk](http://www.danburysfireworks.org.uk) (our website) is owned and operated by 1<sup>st</sup> Danbury Scout Group. Online ticket sales are processed by TICKETSrv. Please refer to their terms and conditions prior to any ticket purchase. These terms and conditions should be read prior to purchase, as purchase of a ticket means you accept all the terms and conditions..
- By accessing this site you will be assuming all risks associated with the use of this site, including risk of your computer, software or data being damaged by any virus which might be transmitted or activated via Our box office site or your access to it.
- Physical tickets bought on-line for this event will not be sent out; eTicket(s) will be e-mailed to - these should be printed out and presented at the gate on the day.
- If you do not receive your eTicket or need to contact us for any reason then please use the link in the FAQ section of our website.
- Each eTicket can only be used once; if an eTicket is presented more than once then only the first party will be admitted. Please do not duplicate an eTicket as this will only cause embarrassment (and remember, this is a charity event).
- You should check your ticket at the time of purchase and contact Us immediately if there is a mistake.
- We will not be responsible for any tickets that are lost, stolen or destroyed.
- Persons aged 13 and under that are not accompanied by someone over 14 will be charged at full price.
- Persons under the age of 2 will be admitted for free

### 2. Refunds and Exchanges

- Once tickets have been paid for We are unable to provide a refund or exchange
- If you cannot attend the event we are unable to refund or exchange your tickets. If the event is cancelled or rescheduled by Us you will be entitled to a refund.
- Refunds must be claimed within 1 month from the date of the event by following the instructions on our website.
- In the event of a cancellation will can not be held liable for any consequential losses or expenses incurred.

### 3. Cancellation

- It is your responsibility to ascertain whether the event you have booked has been cancelled or rescheduled. (see also Refunds and Exchanges).



## 4. Conditions of admission

- You need a valid ticket which must be produced on arrival in order to enter event.
- The paper ticket remains the property of the 1<sup>st</sup> Danbury Scout Group
- The advertised running time may change on the day of the event, subject to operational demands.
- We reserve the right to refuse admission in reasonable circumstances or to request any ticket holder to leave the event and take appropriate action to enforce this right.
- To ensure our audience safety we may conduct occasional security searches which may include searching your bag before entering the event.
- Reselling your ticket for profit or commercial gain makes it void.
- Any unauthorised copying, or reproduction of tickets, makes the original tickets void. In addition anyone within a party of ticket holders found in possession of a reproduction ticket also voids the tickets of all members of that party.
- We reserve the right to make alteration to the advertised details for the event at short notice (for example entertainment changes). In these instances we are not obliged to refund the ticket.
- The event or public areas may be filmed, sound recorded or photographed. Buying a ticket affirms your consent to the filming, sound recording and/or photography of yourself as a member of the audience and possible subsequent broadcasts/publication.
- The event is a fireworks display with a large bonfire—every effort is taken to minimise the effects of ash and falling debris, however we cannot be held responsible for the loss or damage to your personal property (including clothing, pushchairs, prams etc..) whilst at the event.
- Animals are not permitted within the venue, with the exception of assistance dogs.
- We accept no responsibility for consequential losses, loss or damage to all other personal property whilst at the event.
- Strobe lighting, smoke effects, loud bangs and flashes are used in this event.
- For your safety, you may not take glass bottles, sparklers, bangers or personal fireworks into the event. Such items will be confiscated, and offenders could be removed from the event.
- For your safety, you may not approach or add anything to the bonfire.
- You must remain behind any safety/security fences and/or follow the instructions of our event marshals. Failure to do so will result in your removal from the event.
- Admission/access is only permitted at the designated entrances which will be clearly identified on the night.
- You must place all litter in the bins provided.
- You authorise event marshals/organisers the power to search for and confiscate items not allowed on-site as detailed above.
- Event organisers/marshals have the remove you from the event at their sole discretion.

## 5. Our liability

- Our liability to you (whether in contract, tort (including negligence) or otherwise) is limited to the purchase price of the Tickets you have purchased.
- In the unfortunate event that the event has to be cancelled or abandoned part way through, we will not be liable for any accommodation, travel or other costs you incur.
- We will not accept liability for any indirect, special or consequential losses, including (for example) loss of profits, revenue, contracts, data or goodwill.
- These terms of use do not affect your statutory rights as a consumer.
- Nothing in these terms limits our liability for death or personal injury caused by our negligence or for any other matter for which it would be illegal for us to limit, or attempt to limit, our liability.



## 6. Events outside our control

- We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event).
- A Force Majeure Event includes any act, event, omission, extreme weather condition or accident beyond our reasonable control and includes (as well as others) such things as: terrorist attack, fire, flood or natural disaster, epidemics, impossibility of the use of means of public or private transport, or public or private telecommunications networks or the threat of any of these things.
- If a Force Majeure Event occurs, we may have to cancel the event or abandon it part way through and our obligations to you are deemed to be suspended for the period that the Force Majeure Event continues. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event. Please note our refunds policy above.

## 7. Accuracy

- The information contained within this site is correct at time of being published. We reserve the right to make alterations where necessary and are not liable for any subsequent omissions.

## 8. Data Protection

- Under the Data Protection Act We have a legal duty to protect any information we collect from you.
- Personal data you give will be used exclusively for providing you with the information or service that you have requested.
- Once you have booked tickets with Us, your details will be held on Our database. From time, to time we may send you information about Us and Our programme of events.
- If you do not wish to receive this information, please tell Us by return of email and We will remove you from our mailing list; alternatively, check the relevant box during the booking process.
- We do not pass any of your personal data to outside organisations and/or individuals.

## 9. Law & jurisdiction

- These terms and Contracts for the purchase of Tickets through our website will be governed by English law. Any dispute over or claims arising from these terms or any Contracts will be subject to the exclusive jurisdiction of the English courts, although we retain the right to bring proceedings against you for breaking these terms or any Contract in your country of residence or any other relevant country.

*All information is correct at the time of publication. We reserve the right to make alterations should circumstances require it.*