

RED SKY FESTIVAL 2019

INTRODUCTION

We always want to ensure that any event we organise is run safely, that all participants enjoy themselves, and that anyone can buy tickets (provided there are tickets available) without ticket touts getting involved.

So, we have:

- conditions that apply to ticket sales and the event (set out below)
- event rules that govern how everyone who attends the event should behave
- camping rules for those camping or glamping
- parking rules for those with vehicles

Sorry for the legalese but it's a necessity!

THE TERMS

THIS AGREEMENT

- 1 This Agreement governs all aspects of attendance at the Event by a Participant and comprises these Terms plus the Event Rules plus the Camping Rules plus the Parking Rules.
- 2 A full glossary of all of the defined terms used in this Agreement can be found at the end of these Terms - defined terms will have initial capital letters (eg "Terms" is a defined term).
- 3 These Terms, along with any conditions of sale set out by the Ticket Agent in relation to purchases through them, govern the sale of all Tickets issued for the Event. This Agreement governs admission to the Event and the conduct of Participants.
- 4 All Tickets and Wristbands are issued either by Us or on Our behalf and anyone purchasing, possessing, using or attempting to use a Ticket or Wristband shall be deemed to have agreed to comply with this Agreement.
- 5 If there is any conflict or ambiguity between this Agreement and the conditions of sale set out by the Ticket Agent, this Agreement shall prevail over the Ticket Agent's conditions of sale. If there is any conflict or ambiguity between these Terms and/or the Event Rules and/or the Camping Rules and/or the Parking Rules, these Terms shall prevail over the Event Rules, the Event Rules shall prevail over the Camping Rules, and the Camping Rules shall prevail over the Parking Rules.

TICKETS AND WRISTBANDS

- 6 Tickets may only be purchased from Us (via the Ticket Agent) or through any other mechanism authorised in writing by Us. Tickets obtained from any other source shall be void and may be seized or cancelled without refund or compensation.
- 7 Any promotions or discounts relating to Tickets shall be at Our sole discretion and any such offer is subject to availability, may be withdrawn by us at any time, and shall not be retrospective.
- 8 To prevent fraud and touting and for Our protection and Yours We or the Ticket Agent may carry out checks and/or You may be asked to provide additional information before or after Your Ticket purchase so that We or the Ticket Agent can verify Your bona-fides. If We or the Ticket Agent suspect fraud or touting We may cancel any order for Tickets without other reason.
- 9 The issue of any Ticket by sale or otherwise is final and non-refundable except as outlined in these Terms or as may be required by law. We reserve the right to not replace or accept any Ticket that has been lost or forgotten, stolen, damaged or defaced, forged, or is unreadable or incomplete.

- 10 We reserve the right to issue Tickets in hard copy or electronically (eg as an e-ticket).
- 11 Tickets are strictly non-transferable and must not be sold or offered for sale, or transferred or otherwise disposed of save as set out below. We reserve the right to cancel without refund any Ticket issued to a Participant whom We reasonably believe holds a Ticket otherwise than in accordance with these Terms.
- 12 It is the responsibility of the Purchaser to check any Ticket, booking confirmation, etc and to inform Us or the Ticket Agent within seven days of purchase in respect of any alleged mistakes. Only the Purchaser may raise such issues and if the Purchaser fails to do so We will not accept any liability.
- 13 Tickets may only be used by a Person who is known to the Purchaser personally (and who did not become known to the Purchaser through the sale, transfer or disposal of the Ticket) and who is subject to these Terms.
- 14 A Purchaser may only sell, transfer, dispose or gift a Ticket on the following terms:
 - 14.1 the sale, transfer or disposal must not be for a value greater than the Price; and
 - 14.2 the sale, transfer, disposal or gift must be made strictly subject to these Terms and the transferee's acceptance of them, such that the transferee shall be bound by these Terms as if the transferee was the Purchaser (but only the Purchaser shall be able to raise any allegation of mistake as set out above).
- 15 Any breach of any this Agreement may result in the cancellation of the Ticket, the refusal of admission to the Participant to the Event Site, or his/her eviction from the Event Site, in each case without refund or compensation in addition to any other remedy that We may have. No failure or delay by us to exercise any right (in whole or in part) under this Agreement shall constitute a waiver of that right, nor restrict any further exercise of that right.
- 16 All Tickets and Wristbands, and the copyright in all Tickets and Wristbands, remain our property. In the event of any breach of any of these Terms by a Participant, Tickets and Wristbands must, upon the request of any Authorised Person, be delivered up to that Authorised Person. Such actions are without prejudice to other remedies which We may have.

EVENT

- 17 As stated above this Agreement governs admission to the Event and the conduct of Participants and if a Participant fails to comply where applicable with these Terms and/or the Event Rules and/or the Camping Rules and/or the Parking Rules the Participant may be refused admission to or evicted from the Event without refund or compensation.
- 18 Admission to the Event will only be permitted upon presentation of a valid Event Ticket and, if We require it, photographic proof of identity and proof of age (for example driver's licence or passport). Otherwise than at Our sole discretion one Event Ticket will be required for each individual regardless of age.
- 19 Children under the age of 16 must be accompanied by an adult.
- 20 Please ensure you have everything You require before entering the Event Site. Readmission may only be permitted at Our sole discretion.
- 21 All Participants shall co-operate and comply with lawful instructions given Authorised Persons, including producing a valid Event Ticket and/or photographic proof of identity and/or proof of age.
- 22 A Participant may be requested to submit to a body check and/or a search of his/her possessions and/or vehicle for the purposes of locating and removing any Prohibited Item, and any refusal by the Participant may result in refusal of admission to or eviction from the Event Site without refund or compensation.
- 23 Event Tickets will be exchanged for Wristbands on entry into the Event Site. Wristbands cannot be issued until the date stated on the Event Ticket and will only be issued upon presentation of a valid Event Ticket and, if We require it, photographic proof of identity and proof of age.
- 24 Any Participant wishing to purchase alcohol during the Event must be issued with an age-verification Wristband (and see Event Rules).

- 25 All Wristbands must be placed and secured on the Participant's wrist directly by Event Staff.
- 26 A Wristband will be invalidated if any part of it is removed, detached, altered or defaced and Wristbands will not be reissued or replaced. Failure to show Your Wristband to a member of Event Staff may result in the Participant being ejected from the Event Site without compensation.

VARIATION, POSTPONEMENT, RESCHEDULING OR CANCELLATION OF PROGRAMME OR EVENT

- 27 We reserve a right to vary the Programme without prior notification which may result in changes to the Performers, performances, timings or any other aspect of the Programme. Any published performance times are estimates and subject to change. We shall not be liable for any change of timings or of the artistes scheduled to perform. All Performers are to be considered as being of equal billing regardless of their relative fame or prominence and cancellation by any Performer will not entitle You to a refund or compensation.
- 28 We also reserve a right to vary, postpone, reschedule or cancel the Event (including but not restricted to changes to the Venue, duration, date or timings of the Event) in the event of circumstances including (but not restricted to) Force Majeure, safety, security or other concerns or decisions from any Authorised Person or other competent authority. In such circumstances We and/or the Ticket Agent shall not be liable to You or anyone else for any losses, costs or expenses other than as set out below.
- 29 If We decide to vary, postpone, reschedule or cancel the Event:
 - 29.1 a notice will be posted to the Website and it is the responsibility of each Participant to ascertain whether the Event has been varied, postponed, rescheduled or cancelled and any new dates, times and venue; and
 - 29.2 any process for the refund or exchange of Event Tickets (see further below) shall be detailed and Purchasers must follow the prescribed process and abide by any deadline.
- 30 If, before it has started, the Event is cancelled or if the Purchaser is entitled to such a refund by virtue of applicable law a Purchaser shall be entitled on his or her application to a refund of the Face Value (only) of each Event Ticket purchased by him or her.
- 31 If, before it has started, the Event is postponed or rescheduled to another date and/or venue a Purchaser shall be entitled:
 - 31.1 to use existing Event Tickets for the postponed or rescheduled Event where We permit such; or
 - 31.2 subject to availability to receive a replacement ticket, of the same Type as the Event Ticket being replaced, for the postponed or rescheduled Event where We decide to issue such; or
 - 31.3 on his or her application to a refund of the Face Value (only) of each Event Ticket purchased by him or her.
- 32 An Event Ticket may not be exchanged or refunded if:
 - 32.1 having started, the Event is stopped for any reason and is not completed;
 - 32.2 the start time on any day of the Event is changed or delayed.
- 33 For the avoidance of doubt Our liability to refund, replace or exchange any Event Ticket shall be limited to the Face Value and not to any other element of the Price save where required by applicable law.

GENERAL.

- 34 Nothing in this Agreement shall limit or exclude Our liability for:
 - 34.1 death or personal injury caused by Our negligence;
 - 34.2 fraud or fraudulent misrepresentation; or
 - 34.3 any other liability which cannot be limited or excluded by applicable law.
- 35 Subject to the above We shall not be liable to You, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement beyond the Face Value of Your Event Ticket.

- 36 We shall not be responsible to You for any indirect losses or damages including, but not limited to, loss of enjoyment, goodwill and/or travel or accommodation expenses. Personal arrangements including travel, accommodation or hospitality relating to attendance at the Event which have not been purchased from Us are at Your own risk.
- 37 You acknowledge that Your personal information (as provided upon purchasing any Ticket) may be used for the purposes of the implementation of this Agreement subject to applicable law, including for administration, communication, enforcement and access control purposes.
- 38 No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party.
- 39 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of this Agreement.
- 40 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, arrangements and understandings between the parties, whether written or oral, relating to its subject matter.
- 41 You acknowledges that in entering into this Agreement You do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement (but nothing here shall limit or exclude any liability for fraud).
- 42 A person who is not a party to this Agreement, other than Our Ticketing Agent, the owner of the Event Site or an Authorised Person, shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 43 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 44 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

GLOSSARY AND INTERPRETATION

- 45 In this Agreement the following words and phrases shall have the meanings given:

Agreement	The Terms plus the Event Rules plus the Camping Rules plus the Parking Rules together
Authorised Person	Any member of Event Staff or any member of a public body with authority to give any direction to the public in relation to the Event (for example, but not limited to, the Emergency Services, Environmental Health Officers, Trading Standards Officers, Customs & Excise and the Environment Agency)
Camp Site	An area designated by the Event Organiser for camping
Camping Rules	All rules relating to camping (including staying in a vehicle) at the Event made known to You by Us or anyone else on Our behalf whether in writing, online or otherwise (including on display)
Camping Ticket	A Ticket entitling the holder to camp at the Camp Site in accordance with the Camping Rules
Event	RED SKY FESTIVAL 2019
Event Car Park	An area designated by the Event Organiser for parking vehicles
Event Organisers	Red Sky Festival Limited, registered in England & Wales, company number

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Event Rules	All rules relating to the Event Site made known to You by Us or anyone else on Our behalf whether in writing, online or otherwise (including on display)
Event Site	The area or areas where the Event is to take place including all adjacent and surrounding areas used or controlled by Us in connection with the staging of the Event
Event Staff	All members of Event and/or security staff identified as such by official apparel and/or identification
Event Ticket	A Ticket entitling the holder entry to the Event in accordance with the Terms and the Event Rules
Event Ticket	Any ticket (whether a hard copy ticket or an electronic/e-ticket) issued in accordance with these Terms and/or any conditions of sale set out by the Ticket Agent in relation to purchases through them evidencing a personal revocable licence from us for a Participant to attend the Event and the Event Site in accordance with this Agreement
Face Value	The specified price of a Ticket, including VAT but excluding any handling, postage, courier or like fees or charges paid by the Purchaser in respect of that Ticket
Force Majeure	Anything beyond Our control making performance of this Agreement inadvisable, commercially impracticable, illegal, or impossible including, but not limited to, an act of God, war, insurrection, riot, civil disturbances, an act of terrorism, fire, explosion, flood, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements and/or acts or regulations of national or local governments, or the threat of any of these
Parking Rules	All rules relating to parking of vehicles for the Event made known to You by Us or anyone else on Our behalf whether in writing, online or otherwise (including on display)
Parking Ticket	A Ticket entitling the holder the facility to park a vehicle in the Event Car Park in accordance with the Parking Rules
Participant	A person attending the Event as an Event Ticket Holder
Performer	Any person or group engaged by the Event Organisers to perform at the Event
Person	A natural person (not a corporate or unincorporated body, whether or not having a separate legal personality)
Price	The Face Value plus the relevant proportion of any handling fees or other charges necessary to effect the sale or transfer of the Ticket in question (including postage or courier charges)
Programme	The Event Programme as published by Us
Purchaser	Any Person who purchases a Ticket through the Event's official ticket programme
Terms	The terms in this document
Ticket Agent	SEE Tickets
Ticket Holder	Any Person possessing, holding or using an Event Ticket and to whom the Event Ticket was issued or transferred in accordance with these Terms
Venue	The Event Site together with the Camp Site together with the Car Park
Website	www.redskyfestival.co.uk

Wristband	A wristband given to a Participant by a member of Event Staff in exchange for a valid Ticket
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- 46 Unless the context requires otherwise, a reference to **You** or **Your** is a reference to a Purchaser or a Participant as the context requires and a reference to **We**, **Our** or **Us** is a reference to the Event Organisers and/or Authorised Persons as the context requires.
- 47 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders.
- 48 Any words following the terms **include**, **including**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 49 Where the context permits, **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 50 A reference to a statute or statutory provision:
- 50.1 is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after the date of this Agreement shall apply for the purposes of this Agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party;
- 50.2 shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 51 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

RED SKY FESTIVAL 2019 – EVENT RULES

(Terms or phrases with initial capital letters are defined terms and are detailed in the Red Sky Festival 2019 Terms, available on the event website or upon request.)

Admission and conduct

We take the needs of Participants who are disabled or who have other access needs very seriously and actively encourage people of all abilities to attend the Event. If You have access needs please make it known to Event Staff and better still register your requirements in advance via the Event Website.

You may be refused admission to the Event or ejected from the Event Site if You:

- fail to co-operate and comply with lawful instructions given by a member of Event Staff;
- fail to produce a valid Event Ticket or Wristband upon request by a member of Event Staff;
- refuse to submit to a body check and/or a search of Your possessions and/or vehicle for the purposes of locating and removing any prohibited item;
- are noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance;
- are behaving, or We believe You are likely to behave, criminally, violently, harmfully or in a manner contrary to public order and/or safety;
- enter, climb, or attempt to enter or climb, upon any Event equipment or any part of the Event Site that has restricted entry without the permission of Event Staff;
- unreasonably obstruct the view of other participants;
- damage, interfere with or tamper with any property of any other person;
- bring or attempt to bring onto the Event Site, or possess or use within the Event Site or in the vicinity of the Event Site, any prohibited item (see list below);
- engage in any form of activity related to marketing or advertising or conduct any commercial activity whatsoever without Our prior written authorisation;
- smoke in any area where smoking is not permitted;
- fail to wear a valid Wristband at all times.

You will only be allowed to purchase alcohol from an Event bar if you are in possession of an age-verification Wristband and the purchase is for You or someone over the age of 18. It is a breach of the Terms to seek to purchase alcohol for someone below the age of 18 and any attempt to do so may lead to Your eviction from the Event Site.

We operate a 'Challenge 25' system of alcohol sales and, even if You are in possession of an age-verification Wristband, if You are fortunate enough to look that You are less than 25 We may nevertheless require You to produce proof that You are over 18.

Media

You may only take and disseminate photographs, images, video or sound recordings of the Event or the Event Site if they are strictly for Your personal, private and non-commercial use. You unconditionally and irrevocably grant Us a perpetual, exclusive, freely assignable and royalty-free licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any such photographs, images, video or sound recordings.

You acknowledges and agree that:

- You may be filmed, recorded and/or photographed and the resulting content may be publicly disseminated across a range of media (including social media) for promotional purposes;

- the Event Staff and /or Emergency Services may carry out filming for the security of Participants and the prevention of crime;
- perpetual use may be made by Us, free of charge, of Your image, likeness or voice captured whilst You are at the Event Site and You waive, irrevocably, perpetually and on a worldwide basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies;
- We are the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of image or sound taken at the Event (including future rights to such recordings or to any works derived from such recordings) and You waive, irrevocably, perpetually and on a worldwide basis, all rights (including moral rights) in and to any such recordings.

General

You are responsible for Your own personal property brought to and into the Event Site. We accept no responsibility for any loss, theft or damage of Your personal property.

You are not guaranteed an uninterrupted and/or uninhibited view of any performance, nor do We give You any representation or warranty as to the quality, content or duration of the Event.

You accept that exposure to loud noise may cause damage to your hearing and that that strobe lighting, pyrotechnics, lasers, smoke machines and other special effects may be used during the Event. We strongly recommend that all Participants, and in particular children, wear ear defenders.

You are responsible for the supervision of any children attending the Event with You and it is Your responsibility to determine whether the Event is suitable for that child to attend.

No trading is allowed anywhere within the Event Site without our prior written authorisation.

Prohibited Items

Prohibited Items include, without limitation: air horns; alcohol; animals (other than assistance dogs); balloons and/or associated paraphernalia; banners, signs or materials displaying political, religious, offensive or race-related messages, slogans or images; barbeques or stoves; cameras or photographic equipment whatsoever (including selfie sticks, tripods, etc) other than for personal use; candles; Chinese or sky type lanterns; compressed gases or containers; disabling and/or incapacitating chemicals (gases or sprays such as acid sprays, animal repellent sprays, capsicum sprays, mace, pepper sprays and tear gas); drones; explosives; fireworks; flag sticks; flares; generators; glass or glass bottles; high visibility jackets; illegal substances; laser pens or pointers; objects bearing trademarks or other kinds of promotional signs and messages that we believe are for promotional purposes; paraffin lamps; psychoactive substances, poppers and nitrous oxide also known as laughing gas; smoke bombs; sound systems; weapons or potential weapons of any nature including electro-shock weapons (eg tasers); or any item that a member of Event Staff reasonably considers dangerous, hazardous and/or illegal or that may be used as a weapon or a missile or that may compromise or otherwise interfere with the enjoyment, comfort or safety of (or pose a hazard to) any person at the Event.

RED SKY FESTIVAL 2019 – CAMPING RULES

To be published soon. For more information please email hi@redskyfestival.co.uk.