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# TICKET TERMS AND CONDITIONS 2022

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King's Affair

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## 1. Introduction

This document sets out the Terms and Conditions governing the purchase of tickets to the King's Affair 2022 (hereafter 'the Event'), taking place on 22<sup>nd</sup> June 2022.

This agreement is between the King's Affair Committee (hereafter 'The Committee') and the Ticket Holder.

Failure to adhere to these terms and conditions can lead to, inter alia, an application being refused or voided, tickets being cancelled, entry to the Event refused or the guest being ejected from the Event.

## 2. Definitions of terms used in this document

- 'Event' refers to the King's Affair 2022
- 'This Website' refers to the King's Affair 2022 Ticketing System
- 'Us / We / Our / Committee' refers to the King's Affair 2022 Committee, or persons acting on their behalf
- 'Chair' refers to the Chair of the Committee, currently Alex Scoby
- 'College' refers to King's College Cambridge and its officials and staff
- 'You / Your' refers to the person logged into This Website
- 'Guest' refers to any person admitted to the event
- 'Ticket Holder' refers to those who hold tickets that permit entry into the event
- 'Non-University Guest' refers to any Guests who are not members of the University of Cambridge
- 'Security' refers to any member of staff hired by the Committee to operate at the Event

## 3. Availability

- No guarantees are made about the availability of this Website or the availability of tickets
- We reserve the right to alter the advertised ticketing period or procedures as necessary.

## 4. General Conditions

- Only those with a valid ticket may be allowed entry to the event.

- The Event is open only to persons aged 18 years or over at the time of admission.
- Proof of age will be required. This is in the form of the photographic ID in the form of a Passport or a United Kingdom Driving License.
- We reserve the right to refuse admission to the Event, for any reason, at the sole discretion of the committee.
- We reserve the right to remove guests from the Event as we or Security deem necessary
- No alcoholic drinks may be brought into the event. We reserve the right to have Security search anybody whom we suspect may be attempting to do so.
- We reserve the right to search guests on entry or during the event in order to keep the event safe. Refusal of a search may result in you being ejected from the event without a refund.
- Any Guest found or suspected to be in possession of an illegal substance will be removed from the Event and their personal details passed on to the police.
- Guests are responsible for their behaviour at all times during the Event. Should their behaviour be deemed unacceptable we reserve the right to report their conduct to the relevant college, university or public authorities as necessary and remove them from the event.
- We reserve the right to contact your college, department or the relevant law enforcement authorities to request aid in enforcing these Terms & Conditions.
- You agree to be held liable for any damage caused by You or Your Guests to property owned by the College, the Committee, its contractors or subcontractors, or anyone else, whether accidental or otherwise.
- **You agree to indemnify the Committee, its contractors or subcontractors and the College for any loss you cause in full or on demand, including against any penalties, damages, losses, interest, legal and other professional costs and expenses caused directly or indirectly by you or your guests in connection with the Event or arising out of a claim brought by a third party. No matter whether these claims be in contract, tort (including negligence), breach of statutory duty, or otherwise. Such an indemnity can include but is not limited to: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill (vii) indirect or consequential loss; and (viii) Loss of reputation.**
- Any advertised acts, features, facilities, timings or dates are representative of the current plans for the Event, but may be subject to change. Changes will not be considered cause for refund.
- All advertised times and dates are approximate and subject to change. It is your responsibility to make appropriate arrangements to ensure that you arrive at the Venue in sufficient time in case the Event starts early and to ensure that you are able to stay until the close of the Event,
- No refunds will be given where a Guest has been refused admission or ejected from the Event for violating these Terms & Conditions.
- Refunds will not be issued where the Event is cancelled, or does not run for the advertised length of time, due to circumstances out of Our control.
- By attending the event you agree for any photographs or video/audio recordings that are made of You to be used by Us for promotional purposes.
- We will deal with your information in accordance with the General Data Protection Regulation (GDPR). We will not pass your information to third parties without your express consent. Your information will only be used for the purpose of the Ball. There will be photographers on site during the Ball. By purchasing tickets you are accepting that photographs may be taken of yourself in the Ball and that these may be released publicly, such as being published on a website, for journalistic purposes

and for a memento of the event. The copyright of these photographs will be retained by the Committee.

- The event will take place regardless of weather conditions unless deemed unsafe. There are no refunds for bad weather. We strongly advise that you come dressed appropriately for an outdoor Event.
- The Committee, College and their contractors and subcontractors do not accept any responsibility for any loss or damage to personal property brought to the Event.
- Visitors are not permitted to bring animals to the Event with the exception of guide, assistance and hearing dogs.
- Please check the event details, timings and travel arrangements before the event, as these may be subject to change.
- You agree to follow and abide by all reasonable requests given by a member of the Committee during the event. These requests will be given for your own safety, or to ensure effective management of the event. If you fail to do so, you may be ejected from the event without a refund.
- There is no re-admission once you have left the Venue except in limited circumstances and at our sole discretion.
- You may not involve the event in any commercial use (unless you have the written permission of the Chair), for your own advertising, or in order to connect it with your business, whether this be through photography, video, advertising, using the name King's Affair, or any art associated with the event.
- Smoking is permitted only in the Chetwynd Court area of King's College, if you smoke anywhere else, you may have to leave the event and will not be given a refund.
- In case of emergency please follow instructions and directions from stewards, staff, the Committee and/or other officials.
- We reserve the right to refuse to serve you alcohol if, in our reasonable opinion, we believe that you are very intoxicated or likely to become very intoxicated if we serve you further alcoholic beverages.

## 5. Ticket Conditions

- Standard tickets cost £90 per person for King's College Members and £105 per person for Non-King's College Members.
- A King's bursary ticket £72. This can only be bought by someone in receipt of a full King's Bursary. If anyone other than someone with a King's full bursary buys one of these tickets, the ticket may be cancelled without a refund.
- A King's Alumni ticket is £125. It may only be bought by King's College Cambridge Alumni. Anyone who buys a ticket and is not a King's College Cambridge alumnus may have their ticket cancelled without refund.
- The Event is currently planned to begin at 9pm, although this is subject to change.
- Members of King's College may purchase a ticket for themselves and reserve up to two guest tickets which may be transferred to guests, who need not be connected with the University of Cambridge.
- All tickets are non-transferable. If a Guest arrives with a ticket that does not match their identification, they will be refused entry. This will be strictly enforced.

- Tickets are generally non-refundable once purchased. However, refunds may be issued in exceptional circumstances at the discretion of the Chair. Refund requests must be submitted in writing using the contact details on this website. • Changes may be processed online. Name changes will be Free until the King's Payment Deadline on the 26<sup>th</sup> of February for non bursary members, and on the 28<sup>th</sup> of February for Bursary King's members. After this point, name changes can be made at a cost of £10 per name change until the 3rd April. Thereafter, name changes will cost £20 each until 24th May. Thereafter, name changes will cost £30 per name change and can be made up until 9th June. No name changes can be made after this point. Changes will not be reflected on actual tickets but will be reflected in our electronic records.
- Such changes must be settled by a Bank Transfer or cash or paid online by card using Tessa.
- We reserve the right to refuse any name change or cancellation request, or alter the applicable administration charges, should we feel necessary. No changes will be made after tickets have been collected.
- Orders must be paid for within the time limits and in accordance with the instructions specified on This Website. Admission will be refused to any Guests where the payment for their ticket has not been settled.
- We reserve the right to cancel and refund any order up to the time of ticket collection.
- Tickets cannot be resold for commercial gain. We reserve the right to cancel any ticket that we see being sold for higher than the price it was bought + the applicable name change fee.
- 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 or used in connection with the Event.
- Tickets may not be used for promotions, competitions, sweepstakes or for other commercial purposes without the prior written consent of the Committee

## 6. Covid-19

For the purposes of this section "COVID-19" means the global outbreak of the respiratory coronavirus disease known as COVID-19 and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), confirmed as a pandemic by the World Health Organisation on 11 March 2020, and any subsequent waves or derivatives of the same.

- Entry to the event may require evidence of double vaccination and an additional booster jab, COVID infection within the past 90 days, or a negative lateral flow test result within 24 hours of the event. We may require you to show an NHS or EU covid pass. Please have a screenshot of this prepared in advance of the event to facilitate quick entry.
- Whether this is a criteria for entry will depend on the discretion of the committee. You will be notified at least two weeks in advance whether it will be a requirement.
- If it is a criteria, a failure to show such evidence may result in you being refused entry to the event. In such a case your ticket will not be refunded.

- You acknowledge that the event may be scheduled to be held, or will be held, during a time at which one or more Government directions or regulations may be in force regarding the number of persons attending an event, the holding of the event itself, or the way the event may be held. If that is the case, then you agree to abide by any legal restrictions in force and understand there may be conditions put in place for you attending the event, such as room capacity restrictions. You agree to follow any such conditions as the Committee put in place in order to comply with their legal obligations.
- All attendees, including yourself, must commit to stopping the spread of COVID-19. If at the time of the event, either you, or any other members of your group are feeling unwell or are subject to a self-quarantine or selfisolation period, you agree not to attend the event. If you do attend the event, you agree to assume all risk associated with COVID-19
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## 7. Privacy Policy

By visiting this website and completing the Raven authentication process, you agree to your information being stored in a database, for the purpose of administering ticket sales.

All processing of personal data is handled by Tessera Ticketing, the ticketing service provider, and We are not liable for any transaction or data processing that is done by Tessera Ticketing.

Your information will not be passed to any other parties except where required by law, for the processing of payments, or for audit purposes.

This is in accordance with the 1998 Data Protection Act and the General Data Protection Regulation.

You have the right to ask for a copy of the information we hold about you and to ask for any errors to be corrected. To do this please contact,

Your information will be stored, and passed to future King's Affair Committees, for up to five years, after which it may be used for statistical analysis once anonymised.

Please send any Ticketing/IT queries to [ticketing@kingsaffair.co.uk](mailto:ticketing@kingsaffair.co.uk)

## 8. Equality

King's Affair has a policy of trying to make the Event accessible to all members of the University, regardless of any disabilities or medical conditions.

It is, however, essential that you inform us as soon as you purchase your ticket, if you have any such conditions so that we can cater appropriately for them. This can be done by emailing [chair@kingsaffair.co.uk](mailto:chair@kingsaffair.co.uk)

10. Exclusions of Liability— your attention is specifically brought to these provisions as they affect our liability to you.

By buying this ticket, you are waiving your rights, as far as is possible within the law, to claim against the Committee, King's college, or its subcontractors under any legal action or for any damages. This includes but is not limited to: any tort claim - including negligence, any contract claim, any claims under the sale of goods act 1979, or any other claim.

Neither we nor our contractors, subcontractors or the college will be responsible for any loss, injury or damage to any person (including you) or property howsoever caused (including by us and/or by our Contractors, subcontractors or the College.)

Neither we nor our contractors, subcontractors or the college will be liable for direct, special or consequential loss or damages, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties (even if we have been advised of the possibility of such loss or damages, or such loss or damages were reasonably foreseeable). In particular, we have no liability for any loss or damage arising out of or in connection with: your inability to use our website or any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus or communication line failure in relation to our site, nor any theft or destruction or unauthorized access to, alteration of, or use of any record, information or content, including your content.

Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our (as relevant) negligence, fraud or other type of liability which cannot by law be excluded or limited.

All items left in any cloak room at the event are left there at your own risk. We cannot accept any liability for loss or damage.

The Committee, and/or the College's total aggregate liability to You (whether in contract, tort (including negligence), breach of statutory duty, or otherwise, and including any liability of their contractors or subcontractors) shall not exceed an amount equal to the cost of your individual ticket.

The Committee does not warrant that any information on its website, Tessera Ticketing, and information publicly posted on social media or by email is correct, complete, current, adequate or suitable. Nor does it make any such warranty or representation in respect of any information carried on any website operated by a third party which may be accessed from the site, nor that its ticketing website will be free of defects, including, but not limited to, viruses or other harmful elements. the user of this website assumes all costs arising as a result of the use of this website.

The Contract constitutes the entire agreement between You and Us and supersedes and extinguishes all previous agreements, promises, assurances, samples, drawings, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Any terms that are different from or in addition to the terms of this Contract, whether communicated orally or contained in any purchase confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Contract, even if you purport to condition its acceptance of the Quote and/or its entry into this Contract on the Committee's agreement to such different or additional terms.

Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) not in the Contract. Each party

agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

The relevant United Kingdom law will apply to these Terms and Conditions and the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to the Terms and Conditions.

