

Website TERMS AND CONDITIONS

Last Revised: 20th September 2019

BACKGROUND

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms under which Tickets are sold by Us to consumers. You are required to read these Terms and Conditions carefully and ensure that You understand and accept them before purchasing any Tickets from Us. If You do not agree to comply with and be bound by these Terms and Conditions, You will not be able to order Tickets. Please note Merchandise and Resources are sold via third parties using Our site and are sold subject to these Terms and Conditions. Any queries relating to these Terms and Conditions should be raised with Us prior to purchase by contacting info@bigchurchdayout.com. On completion of booking You hereby agree to these Terms and Conditions and the party leader confirms that he/she is so authorised and that all party members have agreed to be bound by these Terms and Conditions. We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms and Conditions as they relate to Your order to any material degree, We will give You reasonable notice of the changes by posting the updated terms on Our site.

ESSENTIAL INFORMATION

Neither We nor the Venue accept responsibility for any personal property. For Information about a booking You have made please contact Us at info@bigchurchdayout.com and include the full name, email address, address with which the Tickets were booked and details of the booking.

Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

1. Definitions and Interpretation

- 1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Camping Ticket”

means any valid Ticket which permits a person to camp onsite at the Venue during the Event;

“Caravan/Campervan Pitch Ticket”

means any valid Ticket which permits a caravan/campervan to be pitched onsite within the designated area at the Venue during the Event;

“Event”

means the Big Church Day Out 23rd - 24th May 2020 at Wiston House.

“Glamping Ticket”

means any valid Ticket which permits the use of premier camping facilities at the Venue during the Event;

“Group Plus Tickets”

means any valid Ticket which permits a group of people to attend the Event subject to Our Terms and Conditions relating to bulk purchasing of Tickets;

“Our Rules and Regulations”

means our Event rules and regulations for attendees, including those set out within the Terms and Conditions, our Campsite Code of Conduct (details of which are available on request from us in advance of the Event taking place, and then displayed at the Venue), on our website or as otherwise notified to you;

“Rent- A- Tent Ticket”

means any valid Ticket which permits the renting of a tent from authorised suppliers for use at the Venue during the Event;

“Service Charge”

means administration costs relating to the sale of Tickets and any debit or credit card charges. Service Charges are detailed at the time of booking and vary according to Ticket type;

“Terms and Conditions”

means these Terms and Conditions;

“Tickets”

means any valid Tickets or wristband which permits you to attend the Event or any wristband for which you have exchanged your valid ticket at the Event;

“Venue”

means any facilities or locations of any nature where the Event is being held;

“We/Us/Our”

means Big Church Day Out, a Company registered in England under 06794709, whose registered address is Hills And Peeks, 40 Oxford Road, Worthing, West Sussex, BN11 1UT;

“You”

means you or anybody who in Our reasonable opinion is acting with your authority or permission. “Your” shall be read accordingly.

2. Tickets

- 2.1. Tickets purchased remain Our property and may be withdrawn and/or admission refused at any time. In this event the printed purchase price will be refunded.
- 2.2. A valid Ticket must be produced to get into an Event, including for children and babies of all ages. Removing any part of, altering or defacing a Ticket may invalidate it.
- 2.3. Once purchased, Tickets cannot be returned, refunded, exchanged or transferred, except where the Event is cancelled or rescheduled for a different date.
- 2.4. Any alterations to your booking are subject to Our discretion. The Service Charge is non-refundable and an administration charge of £5 will be applied.
- 2.5. It is Your responsibility to ensure that We have Your correct email address. If You have misspelled Your email address please contact info@bigchurchdayout.com immediately. Please note if We change Your email address after booking, it may be subject to an administration fee.
- 2.6. Subsequent changes to Your booking will incur further charges, therefore it is Your responsibility to check Your Tickets as mistakes cannot always be rectified. In the event that there is a mistake with Your Tickets, please contact info@bigchurchdayout.com immediately.
- 2.7. We will only consider requests for changes to bookings where exceptional circumstances apply such as redundancy, illness or bereavement. In all instances We reserve the right to refuse to make changes to Your booking at any time without further explanation. Our decision is final.
- 2.8. Any purchase of Tickets must be for Your and Your party's use only. We prohibit the reselling or transferring of any Tickets. The resale or transfer of Tickets will result in Tickets and/or bookings being cancelled without prior notification, refund, compensation or liability. Your Ticket will be void and you will be refused entry.
- 2.9. We are not responsible for any Tickets that are lost or stolen and will offer no replacement or refund.

- 2.10. In the event that You lose Your e-ticket please immediately contact info@bigchurchdayout.com via email and include the name and email address used at the time of booking, as well as details of the type and number of Tickets booked.
- 2.11. In relation to Clause 2.9 We reserve the right to decline to reissue e-tickets. We will allow for the collection of wristbands on arrival at the Event subject to the provision of ID evidencing the name and address given at the time of booking.
- 2.12. Tickets are sold subject to the Venue's right and Our right to alter or vary the Event due to events or circumstances beyond Our reasonable control. In such cases we will not provide any refund or exchange.
- 2.13. Charitable donations are used solely to help fund the ministry aims of Big Church Day Out.

3. Availability

- 3.1. We make all reasonable efforts to ensure Tickets are only sold according to availability. Please note, however, the following:
 - 3.1.1. Due to the limited number of Tickets available, some types of Ticket may sell out quickly. We therefore reserve the right to cancel your Ticket should We find that certain types of Tickets are oversold;
 - 3.1.2. In the event that Clause 3.1.1 applies, a full refund including the Service Charge will be provided;
 - 3.1.3. Tickets may not be available on the gate.

4. Orders

- 4.1. Please ensure that you have checked your order carefully before submitting it.
- 4.2. No part of the booking process constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you an Order Confirmation by email.

5. Payment

- 5.1. Tickets require payment in advance during the order process.
- 5.2. Only the cardholder can present a credit or debit card used to make payment and sign a receipt. This is part of the credit card merchant agreement and is in place to protect by Us and the cardholder from potential credit card fraud.
- 5.3. Please note that by booking online You acknowledge and agree that although all parties endeavour to take all reasonable steps to safeguard the booking process, the use of internet booking can never be completely secure.
- 5.4. In the unlikely event of a payment error, where a duplicate payment is taken, it is Your responsibility to contact Us at info@bigchurchdayout.com to inform

Us of the error, which we will then rectify accordingly where possible. Please provide Your name, address, email address used and booking details should be included.

- 5.5. All Tickets unless purchased at the gate are delivered electronically via an e-ticket email which will be issued by Our ticketing platform. It is Your responsibility to print and bring Your e-ticket with You to the Event where it will be exchanged for a wristband. Failure to do so may lead to refusal of entry at the Event without refund.
- 5.6. We will only send Tickets to the email address given at the time of booking. This is a security measure to ensure that Your Tickets are not delivered fraudulently to another party.
- 5.7. If orders are returned to to Us as “unknown email” We reserve the right to cancel the order without refund.

6. Group Plus Tickets

- 6.1. Group Plus Tickets are only available for use by genuine church groups, friendship groups or local communities who wish to attend the Event together using the discounted price.
- 6.2. Group Plus Tickets must not be advertised or the collection of data be promoted to the general public in order to sell group tickets on a wider basis than suggested in Clause 6.1.
- 6.3. Links to Group Plus accounts are intended exclusively for sharing within your own personal or church network. We reserve the right to remove any posts that share links to Group Plus accounts on our own social media sites, and also the right to request that any links to Group Plus accounts deemed to be posted publically are removed. Any failure to remove the links may result in the Group Plus account being suspended.
- 6.4. Group Plus Tickets must not be resold at a higher than face value price.
- 6.5. We prohibit any persons from acting as a third party Ticket agent to the general public.
- 6.6. We reserve the right to cancel or close a group booking which We, using Our discretion, consider does not fit the criteria outlined in Clause 6.1.
- 6.7. Group Plus Tickets are available as a mixture of Saturday and/or Sunday and/or weekend Tickets.
- 6.8. The purchase of Group Plus Tickets acts as You/the purchaser giving authority for Your credit card to be charged once the group closes. This will occur at midnight on the date the group closes. Your name, address and booking details will be shared with Your group organiser but no credit card information will be shared.
- 6.9. It is Your responsibility to ensure You book the correct Tickets and do not duplicate bookings made by another other members of Your group as refunds or exchanges will not be provided due to errors made at the time of booking.

7. Glamping and Rent- A- Tent

- 7.1. Glamping Tickets and Rent- A- Tent Tickets are available. These Tickets do not include access to the Event as Event Tickets will need to be purchased separately.
- 7.2. Glamping and Rent- A- Tent Ticket holders are liable for the condition of their Rent- A- Tent and all associated furnishing during their occupation. All Rent- A- Tents are inspected prior to check-in and upon check-out.
- 7.3. Glamping and Rent- A- Tents cannot be over occupied in any circumstances.
- 7.4. For the comfort of those Glamping or occupying a Rent- A-Tent, the area immediately surrounding each tent must be free from any additional small tents or gazebos brought to the Venue by you.
- 7.5. Any damages to the Rent- A- Tent and/or its furnishings (with the exception of fair wear and tear to be determined at Our reasonable discretion) will be charged to the Rent- A- Tent Ticket holder and notification sent to the Rent- A- Tent Ticket holder within 28 days of the end of the Event.
- 7.6. We reserve the right to cancel bookings of Glamping and Rent- A- Tent where necessary due to issues beyond Our reasonable control. In such events a full refund of Your Glamping and/ or Rent- A- Tent Ticket will be issued within 28 days. Our liability will be limited to the purchase price of the Glamping and/or Rent- A- Tent Ticket and Service Charge. The refund will not include Your Event Ticket.
- 7.7. We reserve the right to vary the specification of the Rent- A- Tent and/or accessories/facilities detailed on Our website.
- 7.8. Glamping and Rent- A- Tents are provided by third party suppliers. We cannot be held liable for the quality of facilities and/or service provided by such suppliers. You must satisfy yourself at the time of booking that the facilities and/or services supplied are sufficient and appropriate for your own needs.
- 7.9. Glamping site facilities, including toilets and showers, are reserved for those holding Glamping Tickets only and will not be available for Rent- A- Tent Ticket Holders. Rent- A- Tent Ticket holders will have access to toilets and showers located in the main campsite.

8. Camping and Caravans

- 8.1. All persons taking their own camping equipment to the Venue must purchase a Camping Ticket. This is not a Ticket permitting entrance to the Event. Event Tickets must be purchased separately.
- 8.2. You will be notified of camping arrival times approximately three weeks before the Event. Details will also be posted on bigchurchdayout.com.
- 8.3. Late arrivals will be accommodated only at Our discretion and We may require late arrivals to camp overnight on a temporary pitch.
- 8.4. All vehicles must remain within the designated car park and will not be allowed to enter the Venue or campsite under any circumstances.

- 8.5. Tents will not be allowed to be pitched within the designated caravan/campervan area.
- 8.6. No child under the age of 16 will be allowed to camp without being accompanied by a parent or guardian. Anyone aged 16 - 18 can camp without a parent or guardian if they have written parental consent from their parent or guardian. A copy of the parental consent must be provided to Big Church Day Out on request and must include full contact details of the parent or guardian.
- 8.7. Children should not be left unsupervised in the campsite.
- 8.8. No caravan/campervan will be entitled to remain onsite unless a Caravan/Campervan Pitch Ticket has been purchased. Owners of caravans/campervans who do not have a valid Caravan/Campervan Pitch Ticket will be offered the opportunity to purchase one, subject to availability.
- 8.9. As Caravans/Campervans will be located away from those camping in their own tents, please note that attendees who bring Caravans/Campervans and their own tents will be in separate camping areas. Pitching tents outside of Caravans/Campervans parked on the designated Caravan/Campervan area is not permitted, except in cases where those occupying the tent are dependant minors requiring parental/guardian supervision. Please check with Us at info@bigchurchdayout.com before attending the Venue on your particular circumstances to establish if we can assist.
- 8.10. Caravan/campervans require one Caravan/Campervan Pitch Ticket per vehicle. Occupants must purchase one Camping Ticket each in addition. Please note, Event Tickets must also be purchased.
- 8.11. If You wish to attach an awning to Your Caravan/Campervan please contact Us prior to the Event at info@bigchurchdayout.com. We will endeavour to accommodate this where possible, but requests may be refused due to space constraints.
- 8.12. Small lightweight trailer tents that can be pulled safely by hand are permitted to park on the main campsite area at the Venue. However, any trailer tent requiring motorised support cannot enter the campsite field and should be parked in the designated Caravan & Campervan area.
- 8.13. Please note, the use of vans or other vehicles as accommodation at the Event is prohibited unless they are modified and certified campervans. Please be warned that whilst a campervan can switch between running the engine and the battery, there is no ventilation in a van if the engine is run to use the battery, for example to charge a mobile phone. This can be dangerous and raises child protection issues. The health, safety and well being of You and others using a campervan or other vehicle for accommodation is Your responsibility.

9. Merchandise and Product Sales

- 9.1. We accept no responsibility for the condition or quality of products supplied by third parties.
- 9.2. Delivery times may vary and will be shown at the time of booking.

- 9.3. Enquiries about any items ordered should be emailed to info@bigchurchdayout.com detailing the name and email address used at the time of booking as well as details of items ordered.
- 9.4. Where Distance Selling Legislation applies to items sold by Us, a full refund will be provided should You notify Us of Your intention to return an item within the time period specified under the regulations. Such notifications need to be emailed to info@bigchurchdayout.com detailing the name and email address used at the time of the booking as well as details of the items which You would like to return.
- 9.5. Where Clause 9.4 does not apply to the item being sold any refunds or exchanges will be considered solely at Our discretion.

10. Right to Admission

- 10.1. Your Ticket is issued subject to Our Rules and Regulations, the ticketing platform and Venue. Full details are available on Our site. Breach of any of these Rules and Regulations or any unacceptable behaviour, nuisance or injury shall entitle Us or the Venue owners to eject You from the Event.
- 10.2. No child under the age of 16 will be allowed to attend or camp without being accompanied by a responsible adult over the age of 18. Anyone aged 16 or 17 can attend and camp without a responsible adult if they have written consent from their parent or guardian. The letter of consent must include full contact details of the parent or guardian and the details of a responsible adult that is attending the event or who will be close enough to come to the event if there is an emergency. The young person must carry a copy of the consent letter and provide it to the Big Church Day Out on request. We reserve the right to request proof of age at any time whilst onsite.
- 10.3. Prolonged exposure to loud noise may cause damage to Your hearing. Please be aware that strobe lighting may be used during the Event. We strongly recommend the use of ear defenders if this is a concern or if you have hearing issues, and advise all attendees to take any personal health and safety precautions in relation to their own medical needs they deem necessary.
- 10.4. We reserve the right to refuse admission to or eject Ticket-holders from the Venue without a refund; in the latter case for any breach of Our Rules and Regulations or these Terms and Conditions.
- 10.5. Anti-social behaviour will not be tolerated and will result in ejection from the site without refund or compensation.
- 10.6. Dangerous behaviour, including the possession of weapons or drugs, fly pitching or sale of any other goods or other unauthorised trading will result in immediate expulsion from the site. Flyers should not be distributed anywhere on the Event site without Our express written permission.
- 10.7. No unauthorised trading is permitted within the Venue or any official parking facility.

- 10.8. No unauthorised photography, recording or filming is permitted. Ticket Holders consent to being photographed, filmed and sound recorded as an audience without payment, and to their image being used in any and all media for any purpose at any time throughout the world by the Promoters who shall own the copyright in all such recordings. If you attend the Event with a child under the age of 18 you give the foregoing your express consent on their behalf. Should you wish to retract consent for "being photographed, filmed and sound recorded" then please contact us and we will make sure that your photographs are removed at once.
- 10.9. Please note pet dogs and/or other animals will not be allowed to enter the site under any circumstance except for registered assistance dogs who are assisting someone.
- 10.10. The right to admission to the Event is reserved by Us and the Venue owners who make take health and safety, environment and security concerns into account at their discretion, and may on occasion carry out security searches (including all vehicles).
- 10.11. Searching is a condition of entry to the Event. We reserve the right to confiscate any item which in Our opinion may cause danger and/or disruption, be a health and safety risk, not be suitable to be taken into the Event or is prohibited by these Terms and Conditions.
- 10.12. Anyone found in possession of illegal substances or contraband goods will be refused admission to or ejected from the Venue and may also be liable for prosecution. Any items found that may be used illegally or deemed by us to be offensive or potentially offensive will be confiscated, regardless of whether or not the item itself is illegal.
- 10.13. You are permitted to use Your own safe camping stove but Fire Regulations prohibit fires and low level disposable type BBQs. Waist-high, contained off-the-ground BBQs with wind-protecting side panels are permitted. Fireworks, smoke canisters, Chinese lanterns and other similar items are not permitted. Any person in possession of such items may be refused admission or ejected.
- 10.14. No refund will be offered to Ticketholders refused entry or ejected from the Venue on account of late arrival, being (or appearing to be) under age and unaccompanied, declining to be searched, abusive, threatening, drunken or other anti-social behaviour (including smoking in prohibited areas), carrying offensive weapons (or any item which We consider could be used as a weapon including sharp objects), fireworks, laser pens, laser equipment, bottles, cans or glass containers, items with an open flame, illicit drugs or illegal substances, or making unauthorised audio, video or photographic recordings. Where action is considered criminal or illegal it will be report to police and those involved may face criminal prosecution. Persons caught defacing or causing damage to the site will be evicted from the site and will face criminal prosecution and/or civil action for recovery or loss and damage.

11. Disabled Attendees

- 11.1. We take the needs of customers who are disabled or who have other access requirements very seriously and actively encourage people of all abilities to attend the Event.
- 11.2. If You have access requirements please contact Us as far in advance of the Event as possible by contacting info@bigchurchdayout.com. If You have not notified Us of Your access requirements in advance We cannot guarantee that We will be able to cater to your needs although We will however use reasonable endeavours to do so.
- 11.3. Disabled attendees should be aware that there is a designated section of the campsite for disabled attendees which accommodates wheelchair use and charging and contains disabled toilets. There is also disabled parking available. However, disabled attendees should remain aware that due to circumstances outside of our control, such as weather, the designated disabled campsite may not always accommodate all needs.
- 11.4. Power is available for wheelchair charging only. Power may not be used for any other reason.
- 11.5. For disabled or injured attendees booking Tickets, one Disabled Carer may attend the Event at a reduced rate. Please note these Tickets are not offered to other types of personal assistant.
- 11.6. Disabled Carer Tickets must be booked online via bigchurchdayout.com. For disabled attendees booking Tickets, one Disabled Carer may attend the Event at a reduced rate. Please note these Tickets are not offered to other types of personal assistant.
- 11.7. To book your Carer a ticket you will be required to provide one of the following documents to prove your status.
- 11.8.
 - 11.8.1. Personal Independence Payment (PIP);
 - 11.8.2. Disability Living Allowance (DLA);
 - 11.8.3. Employment Support Allowance.
 - 11.8.4. Blue Badge
 - 11.8.5. Relevant medical documentation to support your injury

12. Cancellations, Changes and Refunds

- 12.1. The Event is subject to Licence.
- 12.2. For licensing purposes each individual in attendance needs a valid Ticket for the Event.
- 12.3. Events occasionally may need to be cancelled or postponed. In the event of cancellation, details of the action to take and any deadlines will be posted to bigchurchdayout.com.
- 12.4. Event cancellation will result in the refund of the face value of your Ticket. Neither Us nor the Venue will have any further liability beyond the fact value of the ticket. Refunds should be requested in writing to

info@bigchurchdayout.com within 7 days after the date of the scheduled Event.

- 12.5. Please note that the refund in Clause 12.4 does not include Service Charges and/or any other costs that you may have incurred.
- 12.6. Tickets for the Event will not be refunded due to any change in the advertised line-up of acts or attractions. We reserve the right to vary or alter an Event programme without being obliged to refund monies or exchange Tickets. We will, however, take all reasonable steps to present the line-up of acts and attractions as advertised.
- 12.7. If Events are cancelled, We will use reasonable endeavours to notify Ticket holders of the cancellation as soon as We are able. However, it is ultimately Your responsibility to ascertain whether an Event has been cancelled or rescheduled as We cannot guarantee that Ticket holders will be informed of such cancellation before the date of the Event.
- 12.8. If Events are rescheduled, Ticket holders will be offered Tickets at any rescheduled performance (subject to availability) up to the face value of the Tickets or, if Ticket holders cannot attend the rescheduled performance a refund of the face value of the Tickets only may be provided at Our discretion.
- 12.9. If We ask for Tickets to be returned to Us via post, We will not be liable for any lost Tickets and therefore advise using secure mail options.
- 12.10. We will refund the face value of the Tickets using the same method as was used to purchase them.

13. Events Outside of Our Control (Force Majeure)

- 13.1. We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, Royal mourning, national mourning, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

14. How We use Your Personal Information (Data Protection)

- 14.1. All personal information that We may collect (including, but not limited to, Your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and Your rights under that Act.
- 14.2. We may use Your personal information to:
 - 14.2.1. Provide Our Goods and services to You;
 - 14.2.2. Process Your Order (including payment) for the Goods; and

- 14.2.3. Inform You of others services available from Us (if You opt or have previously opted to receive it). You may request that We stop sending You this information at any time.
- 14.3. You will only receive contact from Us, Our partners or other promoters that We work with. We will not pass on Your personal information to any third parties,

15. Liability

- 15.1. You agree that neither Us nor the Venue shall be liable to You for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with the Event and/or Our obligations under these Terms and Conditions including, but not limited to, loss of profits, anticipated profits, business or opportunity, loss of publicity or consequential loss arising from the performance (or any failure to perform) these Terms and Conditions.
- 15.2. Neither Us nor the Venue will have any liability to You whatsoever for loss or expenses incurred in connection with the Event or any cancellation of the Event, including, without limitation, costs of any personal travel, accommodation or hospitality arrangements made relating to the Event or the cancellation of the Event.
- 15.3. You agree that neither Us nor the Venue will be liable for any loss, injury or damage to any person (including You) or property however caused (including by Us or the Venue) in any circumstances
 - 15.3.1. unless due to the negligence or willfully malicious act of Us or the Venue and/or
 - 15.3.2. to the extent that any increase in any loss or damage results from the breach by you of any of these Terms and Conditions.

16. Law and Jurisdiction

- 16.1. These Terms and Conditions, any disputes arising out of or in connection with its subject matter, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law. The parties to this Agreement hereby irrevocably agree that the Courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.
- 16.2. If any provision of this Agreement (or any part of this provision) is found by a court or other authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.