



THE OXBRIDGE MENTAL HEALTH CHARITY BALL

## Terms and Conditions

The purchase of a ticket to Conscious: The Oxbridge Mental Health Charity Ball 2018 (hereinafter 'the Ball') constitutes a non-transferable contractual relationship between an individual who purchases a ticket (hereinafter 'the Purchaser') and Conscious Ball Limited (hereinafter 'Conscious'), subject to the provisions set out herein:

### General

1. Purchase of a ticket deems that the Purchaser has read the following Terms and Conditions and is bound by them. The Purchaser is also taken to have ensured that any other individuals for whom he/she has bought a ticket, have themselves read and agreed to these Terms and Conditions. Furthermore, through attending the Ball all ticket-holders (hereinafter 'Guests') agree that they have read and agreed to the following Terms and Conditions.
2. Tickets are non-refundable. In the unlikely event that Conscious authorises a ticketing refund, it will be subject to an administration charge, in addition to any VAT charges incurred.
3. Possession of a ticket does not confer any rights (by implication or otherwise) on Purchasers to use, alter, copy, or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the ticket or in connection with Conscious or the Ball.

### Payment

4. By completing an online application, a prospective Purchaser is bound to pay Conscious the full ticket price unless and until Conscious unequivocally communicates to the prospective Purchaser that they will not receive a ticket.
5. Any issues with payment are to be addressed to the Ticketing Officer, Hennie Coales ([ticketing@consciousball.co.uk](mailto:ticketing@consciousball.co.uk)).

### Name Change and Alterations

6. The submission of an application containing incorrect, misleading or false details will render that application void, save in the case of a contrary decision by the Conscious Committee (hereinafter 'the Committee').
  - (a) Personal information is stored electronically and is dealt with in accordance with the Data Protection Act 1998 and 2018.
  - (b) All such information will only be used for the purpose of the Ball and will not be passed on to any third party, unless the Purchaser has given their consent for such details to be passed.
7. Purchasers are responsible for providing complete and accurate contact and personal details on behalf of themselves and any other individual for whom they purchase tickets as requested by the Committee.

8. Name changes are to be organised by the Purchaser through our ticketing system – more information can be sent upon request. Any issues with name changes should be addressed to the Ticketing Officer, Hennie Coales ([ticketing@consciousball.co.uk](mailto:ticketing@consciousball.co.uk)).

#### Unauthorised Resale or Purchase of Ticket

9. For the avoidance of doubt, an unauthorised resale of a ticket occurs when the ticket is sold for a higher price than the original price set by Committee. An unauthorised purchase occurs when a ticket is bought for a higher price than the original price set by Conscious.
10. Unauthorised resellers will be barred from applying for a ticket for the Ball in 2019.
11. Unauthorised Purchasers will be barred entry for the Ball in 2018 and may be barred from applying for a ticket for the Ball in 2019.
12. For the avoidance of doubt, such resellers and Purchasers will not be able to claim a refund from Conscious for the value of the ticket, deposit and name change(s), if any.

#### On the Night of the Ball

13. No person under the age of eighteen may attend the Ball. Any person under that age who is found attending the Ball will be required to leave immediately, and any person under that age who is found attempting to enter the Ball will be refused admittance.
14. Admission to the Ball will be at such times and by such route or routes as the Committee decides.
15. All Guests will travel to the venue on the coaches provided by Conscious. The timing and location of these coaches will be communicated to the Guests by Conscious closer to the time. It is the individual Guest's responsibility to ensure that they board the coach which they have been allocated. Conscious shall not be responsible for arranging alternative transport in the event that they fail to do so.
16. Guests who arrive at the venue other than on their allocated coach may be denied entry to the venue, at the absolute discretion of the Conscious Committee.
17. In the interest of health and safety, all Guests must comply with all safety and security checks as deemed necessary by Conscious, the Committee and those of the venue.
  - (a) Conscious reserves the right to conduct security searches and confiscate any item(s), which, in the opinion of a member of the Committee, may cause danger or disruption to others at the Ball.
  - (b) Guests shall not bring all or any of the following into the Ball: reworks; laser equipment; animals (except guide dogs); their own food and drink; bottles, cans or glass containers; any item which a member of the Committee considers could be used as a weapon (including sharp or pointed objects such as knives); and any illegal substances.
  - (c) Failure to comply with any of these measures will result in ejection from, or non-admittance to, the Ball.
18. Conscious reserves the right at its absolute discretion to refuse admission to the Ball to any person, whether or not he or she is in possession of a valid ticket. In particular, admission to the Ball will be refused to any person who:
  - (a) Fails to produce a valid Ball ticket and corresponding valid photographic ID. For the purpose of admission to the Ball, Conscious will accept as valid photographic ID a

driver's licence, passport, or official University of Cambridge or University of Oxford ID card.

- (b) Does not adhere to the dress code; or
  - (c) In the opinion of a member of the Committee, is unfit for admission by reason of being under the influence of alcohol, drugs or any illegal substance, or is behaving in an anti-social or otherwise unacceptable manner.
19. Conscious accepts no responsibility for lost, stolen or destroyed tickets. The Guest is solely responsible for his or her ticket.
- (d) It may not always be possible to issue duplicate tickets. There may be a charge imposed on the Purchaser for reasonable costs of reprinting and distribution of the replaced ticket.
  - (e) Tickets which are in any way altered, defaced or have otherwise been interfered with will be invalid for admittance to the Ball.
20. All Guests acknowledge by purchasing a ticket the right of Conscious, the Committee and any persons engaged to work on Conscious' behalf (hereinafter 'the Workers') to take any action they deem necessary in the interests of safety and security or the enjoyment and well-being of any other persons during the Ball, and to secure compliance with these Terms and Conditions including, where necessary, requiring any Guest to leave the Ball immediately.
21. For the avoidance of doubt, Guests may not re-renter the Ball once they have left, for any reason, subject to the absolute discretion of the Committee.
22. Conscious shall have the absolute right to require any person who, after admission, behaves in any such manner as above or who fails to comply with these Terms and Conditions, to leave the Ball immediately. In the event that this term is triggered, no part of the ticket price will be refunded.

#### Conscious Liability

23. To the maximum extent permitted by law, neither Conscious nor any member of the Committee accept any liability whatsoever for any loss or damage to the personal or other property of any person attending the Ball, whether caused by any default or want of care on the part of any member of the Committee or any of its Workers, contractors, subcontractors or independent contractors, or otherwise. Guests are strongly advised to insure any items of value before attending.
24. To the maximum extent permitted by law, under no circumstances shall Conscious or the Committee be responsible for any injurious act or default committed by themselves or any of the other persons referred to in the previous clause which may cause death or personal injury, unless and to such extent as such act or default could have been foreseen and avoided by the exercise of due care and diligence on the part of the Committee.
25. Conscious reserves the right at its absolute discretion to change all or any part of the programme for the Ball, including the entertainment and catering. No such change shall provide any cause of action on the part of any person attending the Ball.
26. Conscious shall be under no liability of any kind in the event of any curtailment, cancellation or change of date of the Ball which may be made necessary as a result of any Act of God, national or local emergency, period of national mourning, act or omission of central or local government or the police, an industrial dispute of any kind, or severely adverse weather conditions rendering it dangerous, prohibitively expensive, or for any other reason, impracticable to hold the Ball. Any such decision to curtail, cancel or change the date of the

Ball shall be at the absolute discretion of Conscious and shall not provide grounds for a cause of action on the part of any person.

27. Guests are expected to conduct themselves with due care throughout the Ball. Conscious does not in any way condone excessive alcohol consumption and hereby gives notice of the risks inherent in careless participation at the Ball. All care is taken to minimise risks including, but not limited to, trip hazards, suspended objects, hot surfaces and equipment at the Ball. By agreeing to the terms of this document, the participant acknowledges receipt of this notice.

#### Photography and Related Items

28. The taking of photographs and video or tape recordings for recreational and personal purposes is allowed, however recording for all other purposes is absolutely prohibited. Persons considered by Conscious to be making prohibited recordings may be asked to refrain from doing so and, on refusal, may be required to leave the Ball. In such circumstances no refund will be given. Notwithstanding the terms of this section, Conscious may require guests to refrain from taking photographs and video recordings even for personal use if this is necessary to prevent Conscious from being in breach of contract with a particular artist. This request will be made clear on the night of the Ball. If such a request is made, the provisions of this section relating to expulsion will apply.
29. By attending the Ball, Guests consent to be photographed and to be included in the filming of footage documenting the Ball. Guests hereby waive any and all rights of publicity or privacy and grant Conscious full and complete permission to utilise and exploit their appearance at the Ball in any and all media for any purpose throughout the world, in perpetuity. This includes filming by police or security staff that may be carried out in the interests of the safety and security of Guests.

#### Legal matters

30. Any queries should be directed to the Legal Officer: Ashpen Rajah ([legal@consciousball.co.uk](mailto:legal@consciousball.co.uk)).
31. Conscious reserves the right at any time up until the commencement of the Ball to amend, add or replace any of these Terms and Conditions.
32. Where Conscious exercises its right of termination under any of the above Terms, the position of the parties will be as if the main contract had never existed.
33. This agreement constitutes the entire agreement between the Purchaser and the Conscious.