

DEFINITIONS AND INTERPRETATIONS

These terms and conditions set out our obligations to you and your commitments to us when booking events with York Parties Ltd ("YPL"). Our aim is to be as professional and courteous as possible with our customers. The terms "we", "our" and "us" means York Parties Ltd., a Company registered in England & Wales and whose Registered Office is located at York Parties Limited, 129 Beverley Road, Hessle, England, HU13 9AN.

The terms "you", "Your" or "Yourself" means the person booking tickets for an event through us, or the person holding our Platinum Card or who is making a booking or reservation on behalf of a group of people. "In writing" means by facsimile, email or letter. Social Media Messages and SMS (Text) are expressly excluded.

1. You hereby state that you accept these Terms and Conditions in relation to the tickets and events being promoted and that they shall also apply to our Platinum Card "Platinum Card". We sometimes act only as a Promoter of such tickets and events and are not always the Organisers of the events or Parties. In that respect, we act as a Conduit (or Agent) outlet for the actual Organisers. For any events we promote where we are also the Organisers, an additional set of terms will apply in conjunction with these Terms and Conditions.
2. You will be notified at the point of advertising whether we act as the Promoter or Promoter and Organiser.
3. You declare that by booking Tickets for the events, which includes purchasing a Platinum Card, that you and any other participant tickets booked as part of your booking, comply with the requirements of the event. For example, if it is an event or ticket specifically for over 18s, then we accept no liability or responsibility, if either you or anyone in Your group or Party is refused entry or ejected from premises for failing to meet that requirement.
4. The lead customer (You or the person making the booking) agrees, on behalf of any and all group members, to be bound by these Booking Conditions.
5. We reserve the right to decline any booking or to cancel an event at our entire discretion.
6. Prices confirmed on Our Website will be listed and shown as the most current selling price of the ticket or Platinum Card.

1.0 Bookings

1.1 Bookings are taken on the basis that when you make a booking and pay the initial payment or full balance due, we will reserve your arrangements in accordance with these Booking Conditions. A binding contract between us will come into existence only when we send Our Booking Confirmation to You. Prior to doing so, we may send you an acknowledgement of your booking. Any such acknowledgement simply indicates that we are dealing with your booking request and is not a confirmation of it. The Contract for sale or Services only becomes effective when We send out Your Booking confirmation.

1.2 Please check your Booking Confirmation together with any other documents we send you, as soon as you receive them. It is Your responsibility to ensure that all information, any names or special requirements, are notified as correct, at the beginning of Your booking.

1.2.1 You should contact us immediately if any information which appears on the Booking Confirmation or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes further down the line.

1.2.2 We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within 24 hours of our sending it out. Whilst we will do our best to rectify any inaccuracies notified outside these time limits, you will be responsible for any additional costs and expenses involved in doing so.

1.3 Any contract is with the Group Leader as shown on the Booking Confirmation. In line with Clause 2 above, unless you advise us to the contrary, we will assume that every member of your group is over 18 years of age. If this is not the case and some members of your party do not fall into this age category, please check with us that the events you book can accommodate any younger members of your party. If this is not checked prior to your booking and you encounter problems during your arrangements, we cannot be held liable.

1.4 Any Lead Booking (thereby designated as the Group Leader) is responsible for ensuring that other members of his/her party are aware of these Booking Conditions and that they consent to him/her acting on their behalf in dealings with us.

1.5 You agree that you and any members of Your Party will behave with good common sense and good standards of behaviour at any event attended. Remember, other people are out for a good night out too and You should act in a courteous and decent manner at all times. You should also abide by any specific dress codes or age restrictions that the Venue or event may have in place. It is Your responsibility to check and ensure that any pre-entry rules are adhered to.

1.5.1 Venues and events operate strict no-nonsense policies, and in the event that You or any of Your Party are refused entry for non-compliance or are asked to leave due to bad behaviour, then We accept no liability for this and no refunds will be given or allowed by Us.

1.5.2 In the event that national or local Government enact any additional social measures with regard to Covid19 or other epidemic or pandemic, and in the event that a venue or event organiser implements social distancing measures, a requirement for proof of vaccination or 'Covid Passports', you agree it is your responsibility to adhere to these requirements. We accept no liability if you are refused entry or cannot satisfy the individual venue's social distancing measures then in place.

1.6 You agree, that any and all incidents, events or disputes that occur between You and the Venue/ event and any of its Employees, Staffing or other representatives is strictly a matter between You and Them. YPL do not accept any liability for any events, whether avoidable or unavoidable that may take place unless they are strictly and obviously caused by our intervention or negligence.

2.0 Price policy & payments

2.1 We reserve the right to alter prices shown on any website and we will inform you of any price changes prior to the issue of our Booking Confirmation. Once our Booking Confirmation has been issued then, save in the case of manifest or system error, the price shown on the Booking Confirmation shall apply and no surcharges or other fees will be levied save where expressly provided for in these Booking Conditions.

2.2 The Contract set out in these terms and conditions will be between Us and the person who requested and has made the booking. Where a booking has been made and a different person pays the fees or ticket costs, the contract will remain in the name of the person who made the booking confirmation. Once payment has been made, we will confirm your booking by sending a confirmation email. At this point, a binding contract between us will come into existence. By making your booking with us, you will be regarded as having had the opportunity to have viewed and understood our booking terms and conditions.

3.0 Changes and cancellation by You

3.1 If you require a change to your booking in any way you must contact us in writing as soon as possible. We cannot guarantee that changes can be made but we will try and accommodate your requests as best as possible. You may be charged for any extra costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. These charges will be made aware to the lead customer who is responsible for the payment of all charges or amendments being agreed. Please be aware these are not amendment charges, but charges dictated on us by our suppliers. As an example; if you require to reduce the number of attendees for an event to below the minimum number stated for the booking, the price per

person could increase if we are required to pay for a minimum number of attendees. We will always try to accommodate any changes, subject to availability. If these changes are not possible, then this shall not be a breach of contract by Us.

3.2 All cancellations must be notified to us in writing immediately. If you cancel the whole booking before the final payment is due, your deposits will not be refunded. However, provided you notify us of your cancellation before your final balance is due; your deposit may be transferred to another mutually agreed date or event within 12 calendar months of the original booking date. If you cancel the whole booking after final balances have been paid by individual group members or part payments have been received, all monies are non-refundable in the event the lead customer cancels the booking.

3.3 If someone within your group cancels whatever the reason and we can't offer a refund, we can provide an invoice for insurance purposes should they have a suitable policy to claim from.

3.4 All prices are inclusive of value-added tax or similar sales tax.

3.5 You agree that by purchasing the tickets or booking an event, you are covered only by these Terms and Conditions and that the Consumer Contract Regulations (right to 14 days cooling off and refund) are excluded. This is because you are purchasing a ticket to a bespoke or curated event and as such, this is excluded from the regulations as a bespoke item.

4.0 Changes and cancellations by us

4.1 If there are exceptional circumstances affecting the provision of the booking and its pre-advertised elements, we reserve the right at any time to cancel, alter or change any of the arrangements, services or prices, including activity, venues, tickets etc., and to substitute alternative arrangements of comparable monetary value without compensation and we accept no liability for loss of enjoyment as a result of these changes.

4.2 The majority of changes made by us will be for example a change or non-availability or substitution in the venue or entertainment aspects/ Artistes. Occasionally we may be forced to change or cancel tickets to the event or venue due to circumstances beyond Our control, or due to staff shortages, health or Covid or similar epidemic or pandemic closures or lockdowns.

4.3 Where we act as Promoter or Ticket Agent only, under no circumstance are we obliged to refund any element of our portion or Agent Fee in respect of the Booking due to Force Majeure. This includes things like war, the threat of war, riots, terrorist activity, industrial disputes, natural disasters, fire, transportation difficulties, bad weather conditions, Government restrictions or orders, the said staff shortages, health or Covid or similar epidemic or pandemic closures or lockdowns and events beyond our reasonable control. In that instance, you will be required to seek remedy from the Organisers of the event in line with their own terms and conditions.

4.4 If you purchase our Platinum Card used for various event access, then these same Terms and Conditions apply to it. Although we have arranged priority access and treatment with the applicable venue/s, you shall still be subject to the Venue's own Ts&Cs and policies including with regards to admittance, dress codes, and standards of behaviour. If you fail to match any of the required standards or conduct, we accept no liability if you are refused entry or if you are ejected from the venue. We do not regulate and are not liable for the way in which a venue or event is operated or managed. Any and all issues, disputes or complaints shall be strictly between you and the individual venue concerned.

4.5 The Platinum Card is personal to you for the duration/ validity of it and is non-transferable. Any payment fee for the card is valid for the University of York academic year 2022/23. This is payable in advance to validate it. We reserve the right to withdraw or cancel the Platinum Card at any time if we suspect any misuse of it, or your behaviour brings either the reputation of the Card Scheme or Our Company into disrepute.

4.5.1 Validity & use of the Platinum Card:

Day of Use:	Venue:	Times of use:
Sunday	Revolution	Valid from event opening to door closing (2 am).
Monday		No Events – Not valid.
Tuesday	Kuda	Valid from event opening to door closing (2 am).
Wednesday	Salvation	Valid up to 11.30pm only.
Thursday	Flares (+selected additional Thursday events at Ziggy's)	Valid from event opening to door closing (2 am).
Friday		No events - Card not valid.
Saturday		No events – card not valid.

4.6 During periods when a venue may be closed due to academic exams, or where an event or venue is cancelled due to a lack of demand, we reserve the right to suspend use of the card for that covering period or event.

4.7 In the event that your Platinum Card is lost, stolen or defaced or otherwise rendered unusable, then we reserve the right to charge an additional Admin fee to replace the card.

5.0 Limitation of our liability to you

5.1 We will not be liable where any failure in the performance of the contract is due to you; or any third-party unconnected with the provision of the arrangements and where the failure is unforeseeable or unavoidable; or

5.2 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

5.3 We do not exclude our liability in law for death, injury or illness caused by our own clear negligence. Should you or any member of your group suffer illness, personal injury, illness or death attributable to a third party unconnected with the provision of our services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, we do not take any personal liability or responsibility, but will offer you such guidance and assistance as is reasonable in the circumstances.

5.4 Our liability will also be limited in accordance with and/or in an identical manner only with the contractual terms of the arrangements incorporated into and form part of your contract with us as an organiser of an event.

6.0 Your responsibilities

6.1. If you have a special request, we will do our best to help, but we cannot guarantee it except as set out below. Please advise us of your request at the time of booking and make sure that we are given as much detail as possible. If your special request is vital to your arrangements (for example disability or dietary or religious requirements), these must be specifically agreed with us before or at the time you book. We will attempt to comply with any special request which we have specifically agreed and confirmed in writing, either ourselves as organisers of an event or with our suppliers. We cannot guarantee that our suppliers can accommodate your special request/s. Unless and until specifically confirmed in writing all special requests are subject to availability. If any additional cost is applicable, it must be paid for prior to the event.

6.2 As stated earlier, You are responsible for ensuring that you and all other persons included in your group satisfy any personal ID and health certificate requirements and we accept no responsibility for any refusal of entry into any event for failure to do so, or for any liabilities, losses, delays or expenses incurred through any irregularity in such documentation. If you have any queries with regard to any documentation or insurance requirements you must raise them with us well in advance. This includes sufficient photo ID for venues requiring proof of age where we can accept no liability for refusal of entry, on this or any other grounds. In the event we are asked to re-issue tickets that have been lost, destroyed or stolen and we agree to do so, any charges incurred as a result of this will be payable by you.

6.3 Some of our events and those of our suppliers use strobe lighting, smoke machines, sound systems, paint and foam substances. If there are any health or allergy implications or strenuous activities expected or involved, it is your responsibility to ensure that you and your group members have the levels of health and fitness reasonably required or expected for such an event or activity. If you are in any doubts regarding participation, you should contact your own GP or other suitably qualified medical practitioner for guidance in advance.

6.4. If we have any concerns or doubts, we have the right to refuse to accept the booking or you may not be able to participate in certain events we organise, in which event we shall not be liable for any losses or compensation arising if in our judgement, you do not give us full details of any medical or physical problem or disability that may affect your participation at the time of booking, we can also cancel the booking when we find out the full details if in our reasonable opinion the arrangements are not suitable in the circumstances. If we cancel under 6.4, monies paid towards the event will be discretionary and any cancellation charges may be payable by the person concerned.

6.5. As stated, you must be responsible for the behaviour of yourself and any members of your group, for the duration of the event. We or our suppliers can refuse to accept you as a customer or refuse to continue dealing with you and/or any other member of your party by terminating your arrangements if behaviour is or is likely to be, in our reasonable opinion, or in the reasonable opinion of any supplier or other person in authority, disruptive, upsetting or dangerous to yourself or anyone else or if you or any member of your party have caused or are likely to cause damage to property. This includes but is not limited to the possession and consumption of illegal substances or inebriation by you or any members of your group. We will not pay any refund, compensation or other sum whatsoever or any costs or expenses incurred by you if we have to terminate your arrangements due to unacceptable behaviour.

7.0. If you have a complaint

7.1. If you have cause for complaint during your arrangements, you should bring it to the attention of any venue or supplier immediately. They will do their best to rectify the situation. Whilst we cannot guarantee to resolve your complaint, we will give you the appropriate assistance necessary.

7.2 If you have a complaint about our services or an event we have organised, please send your comments in writing within seven days of your return home, either via email to info@yorkparties.com or by post to York Parties Limited, 129 Beverley Road, Hessle, England, HU13 9AN. We will investigate the issues raised and endeavour to respond within 14 days of receipt and resolve any issues raised within 28 days.

8.0 Miscellaneous & marketing

8.1. Information ("Data") about you and any members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us. We may disclose this information to our service providers solely for the purpose of providing you with your arrangements or for any purpose directly relating to your booking. From time to time we may contact you by email or SMS with information about special offers or packages. If you do not wish to receive such information, please notify us.

8.2 Some of the arrangements which make up your booking may be provided by independent suppliers. These suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you for various reasons. If you have any concerns, you should request a copy of the relevant parts of those terms and conditions from the event organiser or supplier concerned.

9.0 Website, promotional literature and prices

9.1 All website and quote descriptions are made in good faith and every care is taken to ensure their accuracy. However, errors may occasionally occur. We cannot accept any liability for any errors or omissions except where these have arisen due to our negligence. We reserve the right to make changes and correct errors to our website and quotes at any time. While we provide product images to give a close representation of the products or events, we reserve the right to use images that may not be of the exact product or event itself. We reserve the right to make changes to and correct errors in our website and quotes at any time. Images used are for illustration purposes and are for promotional purposes only.

9.2 Our Website may contain links to third-party websites. These links are provided as a convenience to you and not as an endorsement by us of the contents on such third-party websites. We are not responsible for the content of linked third-party sites and do not make any representations regarding the content or accuracy of materials on such websites. Accessing linked third-party websites is done at your own risk. You can read more about this in our Privacy Policy and our Cookies Policy.

9.3 We may use the information we obtain relating to you, including your name, mailing address and e-mail address for our internal business and marketing purposes please see our privacy policy for further information. You can always opt out of this at any time if you wish.

9.4. You hereby agree that any dispute, claim or other matter of any description (and whether involving matters in Contract, Tort, Personal injury or not) which arises out of or in connection with your booking are according to the Laws of England & Wales. Any proceedings must be brought exclusively to the Courts in England only (unless you are a resident of Scotland or Northern Ireland in which case any proceedings must be brought either through the Courts of your own jurisdiction or those of England and Wales). These Terms and Conditions are available in the English Language only.

Additional Terms & Conditions for Events we organise:

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The terms "you", "Your" or "Yourself" means the person booking tickets for an event through us, or who is making a booking on behalf of a group of people. "In writing" means by facsimile, email or letter. Social Media Messages and SMS (Text) are expressly excluded.

1. ACCEPTANCE OF TERMS & CONDITIONS

1.1 You hereby state that you accept these Terms and Conditions in relation to the tickets and events we have organised and which are being promoted.

1.2 You will be notified at the point of advertising, regarding the costs and any specific attendance requirements in relation to an event. This may include age and or 'dress policy'.

1.3 You declare that by booking Tickets for the event, that you and any other participant tickets booked as part of your booking, comply with the requirements of the event. For example, if it is an event or ticket specifically for over 18s, then we accept no liability or responsibility, if either you or anyone in Your group or Party is refused entry or ejected from premises for failing to meet that requirement. Likewise, if there is any refusal in relation to failing to adhere to any specified, required dress code (i.e. some may insist upon smart casual, no trainers/ sneakers, no jeans, sportswear or torn clothing). Please note, that in addition, you will be subject to the individual Ts&Cs of the venue in question where our Events are hosted.

1.4 We reserve the right to make alterations to any advertised programme, location or schedule of an event where this is necessary. Furthermore, we reserve the right to refuse admission or the sale of tickets at our absolute discretion.

1.5 The lead customer (You or the person making the booking) agrees, on behalf of any and all group members, to be bound by these Booking Conditions.

1.6. Prices confirmed on Our Website will be listed and shown as the most current selling price of the ticket or Platinum Card.

2. YOUR TICKETS

2.1 By purchasing tickets from Us, You are entering into a legal contract for them and specific terms apply. Once purchased, tickets cannot be exchanged, resold or refunded unless at our express discretion and consent. The events we organise are considered to be "Bespoke Events" and gatherings, and as such are exempt from any 'Distance Selling Regulations' and do not qualify for the usual "14 day cooling-off period" afforded by UK Consumer Law. Once you book and pay, you are committed to that purchase, so please ensure that our Events, gatherings or other offerings are suitable for your needs prior to your purchase.

2.2 We reserve the right to decline any booking or to cancel or make changes to an event at our entire discretion. If there are circumstances affecting the provision of the booking and it's pre-advertised elements we reserve the right at any time to cancel, alter or change any of the arrangements or services including activity, venues, tickets, etc., and to substitute alternative arrangements of comparable monetary value without compensation and we accept no liability for loss of enjoyment as a result of these changes.

2.3 If an event is rescheduled due to circumstances beyond our control, then you will be offered an exchange or credit voucher for a future purchase, which must be requested at least by 9 am on the day before the date of the advertised rescheduled event.

2.4 Only tickets purchased through us or our approved outlets or agents are valid for admission to our events. Tickets that we discover sold via unauthorised third parties or other outlets, including online auction sites, marketplaces or other online services will not be valid for admission. The resale of any ticket makes it void and the discovered ticketholder may be refused entry.

2.5 For organisational reasons and in the interests of fairness, tickets may be restricted to a maximum number per person for certain events.

3. ATTENDANCE

3.1 The safety, welfare and enjoyment of our Attendees and Event Participants is our prime concern at all times. When necessary, we may introduce additional health and safety measures for our customers and staff attending performances in accordance with Government guidelines and/or our own risk assessment of the events. If any such measures are introduced, you will be informed by email as soon as possible. All attendees will be required to comply with these measures or may be refused entry for non-compliance.

3.2 Please ensure that you arrive in suitable time for the start of the event or any performance. Late coming can cause a disruption to other Attendees and we reserve the right to refuse entry if such late arrival threatens to do so.

3.3 Please note, that according to the Laws of the United Kingdom, it is against the law to smoke in enclosed or indoor spaces. Some of our events may be in outdoor spaces but may still have the prohibition in place. The use of 'e-cigarettes', 'Vapes', 'Pipes' and 'Bongs' is also prohibited. Our events also prohibit the use of recreational or non-medical drugs or substances. We, the venue or our appointed Agent/s or similar, are entitled to refuse you entry or ask you to leave the premises if you breach these rules. In the event of refusal or expulsion, no refund, exchange or credit note or any other value shall be given.

3.4 For security reasons, bags, coats and persons may be searched as a condition of entry. You hereby grant us or our Appointed Agent, the venue staff or security staff to conduct such search. Should any illegal substances or weapons (as defined by law) be discovered, you will be refused entry (or ejected from the premises/ event), and such illegal items may be seized and the Police called.

3.5 Please note, that the purchase of a ticket means that you consent to film, photography and sound recordings by other Attendees or by us or our authorised Agents. This may include you as an Attendee of the event. Sometimes we use these images and recordings for use in commercial distribution or featuring in our Social Media accounts. This will be without payment or copyright being granted to you under any circumstances.

4. VIOLENCE & DISRESPECT TO STAFF OR OTHER ATTENDEES

4.1 York parties, host Venues and staff are committed to creating an enjoyable and safe space experience for everyone attending and we require that everyone is treated with a spirit of inclusion and respect. We ask that all Attendees give that respect too. Physically or verbally abusive, intimidating, leery or unwarranted or threatening attention and behaviour towards staff or Attendees is considered offensive and unacceptable. Any such incidences will not be tolerated, and appropriate preventative action will be taken wherever possible against offenders.

4.2 Whilst we accept no liability for incident, injury or other discomfort during your attendance, unless it is directly attributable to the negligence of our own staff, If you are attending an event and someone is acting toward you in an intimidating, aggressive, threatening, demeaning or unwarranted manner, please speak to any member of staff who can inform an appropriate person, or in certain incidents alert the Police.

5. SOCIAL MEDIA GUIDELINES

5.1 We trust users of Social Media to be responsible with the content they post which features our brand, events and Attendees. The vast majority of people do so. However, we may report, remove or request the removal of any content that we consider to be unlawful (or which promotes unlawful conduct) or which we deem inappropriate, including but not limited to: obscene, offensive, hateful or inflammatory comments or comments that incite or condone violence against individuals or groups based on race or ethnic origin, religion, disability, gender, age, nationality, or sexual orientation/gender identity, or whose primary purpose is inciting hatred on the basis of these core characteristics, threatening or abusive content or content that unnecessarily invades another's privacy, or which harasses or causes annoyance, inconvenience or needless anxiety, content showing harmful or dangerous acts, pornography or sexually explicit content, spam, scams, misleading content or metadata, Click-Baiting, Trolling, Stalking, violent or graphic content. Assessing content may involve a delicate balancing act and our assessment may not please everyone all of the time.

6. IMPORTANT INFORMATION

6.1 Strobe Lighting and Smoke Effects may be used at our Events. We will always try to give a warning in advance if this is the case. In such instances, it is your responsibility to make sure that the content of our Events suits your individual circumstances before attending. If you are in any doubt, you should not attend.

6.2 We accept no responsibility for any personal property brought to or left at any venue.

6.3 Please be aware that CCTV may be in operation on the premises hosting our Event for the purposes of crime prevention, Attendee security and crime detection.

7. FEEDBACK & COMPLAINTS

7.1 If you have feedback or a complaint relating to any of our Events while in attendance, please raise any initial concerns or complaints with the venue management. We cannot intervene in any individual grievances unless they concern our services, our Company or its personnel.

7.2 Under the guidance of Better Business and Trading Standards, if you have a complaint in relation to our services, we will respond to you within 4 weeks of receipt. We monitor complaints about our services and will try to deal with your complaint sympathetically and to your satisfaction.

8. MISCELLANEOUS

8.1 Any and all personal data will be handled in accordance with our Privacy Policy available from the footer of our website homepage.

8.2 Events outside of Our control, are for example if an event occurs which is outside our reasonable control, strikes, failure of a utility service or transport network, act of God, pandemic or epidemic, Covid restrictions or lockdowns, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. We will not be liable to you as a result of any delay or failure to perform our obligations under these terms and conditions.

8.3 We reserve the right to amend or revise these Terms and Conditions at any time without notice. Any changes to your ticket or entry purchase will be with immediate effect from the date of publication of those changed Terms and Conditions on our website.

8.4 These terms and conditions are governed by the Laws of England & Wales and any dispute is subject to the exclusive jurisdiction of the Courts in England.