

TERMS AND CONDITIONS

Part 1 of these Terms and Conditions shall apply to the sale of Goods by the Seller to the Buyer using the Website (all as defined in Part 1 of the Terms and Conditions).

Part 2 of these Terms and Conditions shall apply to the sale of Tickets by the Seller to the Buyer using the Website (all as defined in Part 2 of the Terms and Conditions).

PART 1

TERMS AND CONDITIONS FOR SALE OF GOODS USING WEBSITE

1 DEFINITIONS

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods from the Seller;
- 1.2 "Consumer" shall have the meaning ascribed in section 2 of the Consumer Rights Act 2015;
- 1.3 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles (including any digital content) that the Buyer agrees to buy from the Seller;
- 1.5 "Seller" means Spirit of Speyside Whisky Festival Limited, a company registered in Scotland with company number SC298534 that owns and operates the Website;
- 1.6 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Seller;
- 1.7 "Website" means www.spiritofspeyside.co.uk.

2 CONDITIONS

- 2.1 When buying any Goods, the Buyer also agrees to be legally bound by the Seller's website terms and conditions.
- 2.2 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.3 These Terms and Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.5 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.6 Any complaints should be addressed to the Seller's address stated in clause 1.5.
- 2.7 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that the Seller must give the Buyer certain key information before legally binding the contract between the Seller and the Buyer. This information will be available to the Buyer on the Website or the Buyer may contact the Seller to request the key information. If the Seller has to change any key information once a legally binding contract between the Seller and the Buyer is made, the Seller can only do this if the Buyer agrees.

3 ORDERING

- 3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.
- 3.2 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 14 days.
- 3.3 When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are described in Part 1 of the Schedule to this Part 1 of the Terms and Conditions.

4 PRICE AND PAYMENT

- 4.1 The price of the Goods shall be that stipulated on the Website. The price is inclusive of VAT and delivery costs.
- 4.2 The total purchase price, including VAT, delivery and other charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.
- 4.3 After the order is received the Seller shall confirm by email the details, description and price for the Goods together with information on the right to cancel if the Buyer is a Consumer.
- 4.4 Payment of the price plus VAT and delivery charges must be made in full before dispatch of the Goods.
- 4.5 The Seller will do all that they reasonably can to ensure that all of the information given to them by the Buyer when paying for the Goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on the Seller's part, the Seller will be legally responsible

5 RIGHTS OF SELLER

- 5.1 The Seller reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Seller shall make every effort to ensure prices are correct at the point at which the Buyer places an order.
- 5.2 The Seller reserves the right to withdraw any Goods from the Website at any time.
- 5.3 The Seller shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

6 AGE OF CONSENT

- 6.1 Where Goods may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods.
- 6.2 If the Seller discovers that the Buyer is not legally entitled to order certain Goods, the Seller shall be entitled to cancel the order immediately, without notice.

7 DELIVERY

- 7.1 Goods supplied within the UK will normally be delivered within seven working days of acceptance of order but in any event, within 30 days after the Contract is entered into.
- 7.2 Goods supplied outside the UK will normally be delivered within fourteen working days of acceptance of order but in any event, within 30 days after the Contract is entered into.

- 7.3 Unless the Seller and the Buyer agree otherwise, if the Seller cannot deliver the Goods within 30 days, the Seller will:
- 7.3.1 let the Buyer know;
 - 7.3.2 cancel the order; and
 - 7.3.3 give the Buyer a refund.
- 7.4 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund.
- 7.5 Where a specific delivery date has been agreed and nobody is available to take the delivery of the Goods, the Buyer should contact the Seller.
- 7.4 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The Seller is under a legal obligation to supply Goods in conformity with the Contract.
- 7.5 Risk in the Goods shall pass to the Buyer when they are in the physical possession of the Buyer.
- 7.6 Title in the Goods shall not pass to the Buyer until payment of the price has been made in full.

8 CANCELLATION

The Buyer, if a Consumer, has the right to cancel the Contract within 14 days without giving any reason. The conditions, time limits and procedures for exercising the Buyer's right to cancel are laid out in the Part 2 of the Schedule to this Part 1 of the Terms and Conditions together with a cancellation form, in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

9 GIFT VOUCHERS

In addition to these Terms and Conditions, the following terms and conditions shall apply to the sale of gift vouchers:

- 9.1 Gift vouchers will be dispatched within seven days of acceptance of order and will be delivered by Royal Mail or courier. Payment of the price plus VAT and delivery charges must be made in full before dispatch of the gift voucher(s).
- 9.2 The Buyer must notify the Seller of any discrepancy in a delivery as soon as possible but in any event within 7 days of the delivery of the vouchers.
- 9.3 Risk of loss, destruction or damage to the vouchers remains with the Seller until delivery to the Buyer where upon risk shall pass to the Buyer.
- 9.4 Gift vouchers may be exchanged for goods using the Website. Vouchers cannot be redeemed for cash in part or whole. Vouchers are not sold on a sale or return basis and no return will be permitted unless it can be demonstrated that the Seller has been in error in fulfilling the Buyer's order.
- 9.5 Gift vouchers are valid for twelve months from the date of purchase and cannot be renewed once they have expired. Vouchers cannot be replaced if lost or damaged.

10 REMEDY FOR BREACH

10.1 The Consumer Rights Act 2015 says the Goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of any product purchased by the Buyer, they are entitled to the following:

10.1.2 up to 30 days: if the Goods received are faulty, then the Buyer can get a refund;

10.1.2 up to six months: if the Goods received cannot be repaired or replaced, then the Buyer is entitled to a full refund, in most cases;

10.1.3 up to six years: if the Goods received do not last a reasonable length of time, the Buyer may be entitled to some money back.

10.2 Clause 10.1 provides a summary of some of the Buyer's key rights. For detailed information from Citizens Advice the Seller should visit www.citizensadvice.org.uk or call 03454 04 05 06.

11 LIMITATION OF LIABILITY

11.1 The Seller shall not be responsible for:

11.1.1 losses that were not caused by any breach on the part of the Seller; or

11.1.2 any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure); or

11.1.3 any indirect or consequential losses that were not foreseeable to both the Buyer and the Seller.

11.2 The Seller shall not be held responsible for any delay or failure to comply with its obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond its reasonable control. This condition does not affect the Buyer's legal right to have Goods sent within a reasonable time or to receive a refund if Goods ordered cannot be supplied within a reasonable time owing to a cause beyond the Seller's reasonable control.

11.3 Nothing in these Terms and Conditions limits or excludes the Seller's responsibility for fraudulent representations made by it or for death or personal injury caused by the Seller's negligence or wilful misconduct.

12 Disputes

12.1 The Seller will try to resolve any disputes with the Buyer quickly and efficiently.

12.2 If the Buyer is unhappy with the Goods or any other matter, the Buyer should contact the Seller as soon as possible.

12.3 If the Seller and the Buyer cannot resolve a dispute using the Seller's internal complaint handling procedure, the Seller will:

12.3.1 let the Buyer know that the Seller cannot settle the dispute with the Buyer; and

12.3.2 give the Buyer certain information required by law about the Seller's alternative dispute resolution (ADR) provider. The Buyer may also use the online dispute resolution (ODR) platform to resolve the dispute with the Seller. For more details, the Buyer can visit the website on the 'Your Europe' portal: <https://webgate.ec.europa.eu/odr>.

13 WAIVER

No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

14 FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

15 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

16 CHANGES TO TERMS AND CONDITIONS

The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

17 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

SCHEDULE 1

PART 1

ORDERING PROCESS

1. Set out below is how a legally binding contract between the Buyer and the Seller is made.
2. The Buyer places an order on the Website by navigating to the “Shop” section of the Website and selecting which item they require from a range of merchandise and gift vouchers available. The Buyer must enter the quantity of the item they wish to purchase and click the button “Add to Bag”. Once the Buyer has finished selecting the items they wish to purchase, they should click on the shopping bag icon at the top of the webpage. The Buyer must read and check the order carefully before submitting it. Any errors should be corrected before clicking the “Pay Securely Now” button.
3. Postage costs are calculated based on the items selected and are provided on the payment screen, prior to making payment. The Buyer is advised that postage is to UK only.
4. If the Buyer is purchasing a Ticket, there is a Booking Fee of £1.50 applied to each transaction and this is displayed on the purchasing screen together with an overall total.
5. The Buyer will be asked to enter identifying information prior to making payment and must also accept the Terms and Conditions before making payment,
6. The Buyer will be able to pay for the items using Visa, Mastercard or Maestro, and will be asked to enter payment information.
7. Once the Buyer has clicked the “Place Order Now” button, the order will be placed, and, they will be directed to Sagepay for processing. The Buyer may be asked to answer additional security questions by their card issuer.
8. Once the order has been completed, the Buyer will receive an acknowledgement and a copy of this will be sent to retail@spiritofspeysidewhiskyfestival.com. This acknowledgement does not, however mean that the order has been accepted by the Seller.
9. The Seller will accept the order when they email the Buyer to confirm this. At this point:
 - a) a legally binding contract will be in place between the Buyer and the Seller;
and
 - b) the Seller will dispatch the Goods to the Buyer.

PART 2

RIGHT TO CANCEL

- 1 The Buyer has the right to cancel this contract within 14 days without giving any reason.
- 2 The cancellation period will expire after 14 days from the day:
 - (a) of the conclusion of the contract, in the case of a service contract or a contract for the supply of digital content which is not supplied on a tangible medium;
 - (b) on which the Buyer acquires, or a third party other than the carrier and indicated by the Buyer acquires, physical possession of the Goods, in the case of a sales contract;
 - (c) on which the Buyer acquires, or a third party other than the carrier and indicated by the Buyer acquires, physical possession of the last good, in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately;
 - (d) on which the Buyer acquires, or a third party other than the carrier and indicated by the Buyer acquires, physical possession of the last lot or piece, in the case of a contract relating to delivery of a good consisting of multiple lots or pieces;
 - (e) on which the Buyer acquires, or a third party other than the carrier and indicated by the Buyer acquires, physical possession of the first good, in the case of a contract for regular delivery of goods during a defined period of time.
- 3 To exercise the right to cancel, the Buyer must inform the Seller of their decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail).
- 4 To meet the cancellation deadline, it is sufficient for the Buyer to send their communication concerning their exercise of the right to cancel before the cancellation period has expired.

EFFECTS OF CANCELLATION

- 5 If the Buyer cancels this contract, the Seller will reimburse to the Buyer all payments received from the Buyer, including the costs of delivery (except for the supplementary costs arising if the Buyer chooses a type of delivery other than the least expensive type of standard delivery offered by the Seller).
- 6 The Seller may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by the Buyer.
- 7 The Seller will make the reimbursement without undue delay, and not later than:
 - (a) 14 days after the day they receive back from the Buyer any goods supplied, or
 - (b) (if earlier) 14 days after the day the Buyer provides evidence that they have returned the Goods, or
 - (c) if there were no goods supplied, 14 days after the day on which the Seller is informed about the Buyer's decision to cancel this contract.
- 8 The Seller will make the reimbursement using the same means of payment as the Buyer used for the initial transaction unless the Buyer has expressly agreed otherwise; in any event, the Buyer will not incur any fees as a result of the reimbursement.
- 9 In the event of cancellation the Seller may withhold reimbursement until they have received the Goods back (where the Seller has not offered to collect the Goods) or the Buyer has supplied evidence of having sent back the Goods, whichever is the earliest.

RETURN OF GOODS

- 10 If the Buyer has received the Goods:
- 10.1 they shall send back the Goods or hand them over to the Seller at Spirit of Speyside Whisky Festival Limited, c/o Glen Moray Distillery, Bruceland Road, Elgin, IV30 1YE without undue delay and in any event not later than 14 days from the day on which the Buyer communicates their cancellation from this contract to the Seller. The deadline is met if the Buyer sends back the Goods before the period of 14 days has expired.
 - 10.2 the Buyer will have to bear the direct cost of returning the Goods; and
 - 10.3 the Buyer is only liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.

SERVICE CONTRACTS BEGUN DURING CANCELLATION PERIOD

- 11 If the Buyer requested to begin the performance of services during the cancellation period, the Buyer shall pay the Seller an amount which is in proportion to what has been performed until the Buyer has communicated to the Seller their cancellation from this contract, in comparison with the full coverage of the contract.

PART 2

TERMS AND CONDITIONS FOR SALE OF TICKETS USING WEBSITE

This page (together with our Privacy Policy which can be found at http://www.spiritofspeyside.com/privacy_policy) and Terms of Website Use (which can be found at http://www.spiritofspeyside.com/assets/0002/5873/Website_Terms_of_Use.pdf) provides information about us and the legal terms and conditions (“Terms”) on which you may book tickets for an event using our website.

These Terms will apply to any contract entered into by you to book tickets (“Tickets”) for an event at the Spirit of Speyside Whisky Festival (an “Event”).

Please read these Terms carefully and make sure that you understand them, before booking any Tickets using our website. Please note that before booking Tickets you will be asked to agree to these Terms.

Please tick the box provided if you accept these Terms. If you refuse to accept these Terms, you will not be able to book any Tickets using our website. You should print a copy of these Terms or save them for future reference.

We amend these Terms from time to time as set out in Clause 7 below. Every time you wish to book Tickets, please check these Terms to ensure you understand the terms which will apply at that time.

1. INFORMATION ABOUT US

- 1.1. We operate the website www.spiritofspeyside.com (“Our Website”). We are Spirit of Speyside Whisky Festival Limited, a company registered in Scotland under company number SC298534 and with our registered office at Johnston Carmichael, Commerce House, South Street, Elgin, Moray, IV30 1JE. Our main trading address is PO Box 6764, Elgin, IV30 9AW.
- 1.2. Our website allows you to book Tickets directly from the person or entity responsible for the organisation and delivery of the Event concerned (the “Event Provider”). The Event Provider of each Event is identified within the Event details on our website. We may be the Event Provider or a third party may be the Event Provider. If you are in any doubt as to the Event Provider of an Event please contact us on companysecretary@spiritofspeyside.com.
- 1.3. If we are the Event Provider of an Event, a contract shall be formed between you and us when you book Tickets for that Event in accordance with the booking process described in Clause 6 below.
- 1.4. If a third party is the Event Provider of an Event, a contract shall be formed between you and that third party when you book Tickets for that Event in accordance with the booking process described in Clause 6 below. We shall not be a party to such a contract between you and the third party Event Provider.
- 1.5. The contract formed between you and the Event Provider (as provided for in Clauses 1.3 and 1.4 above) shall be referred to as a “Contract” in these Terms. Each Contract shall be subject to these Terms.
- 1.6. For the avoidance of doubt, these Terms shall be enforced by us and by the Event Provider for our respective interests.

2. INFORMATION ABOUT EVENTS

- 2.1. We endeavour to ensure that all of the information about Events on our website is accurate at all times.

- 2.2. The information about an Event on our website is the responsibility of the Event Provider. The Event Provider of each Event is identified within the Event details on our website. With the exception of Events where we are the Event Provider, we not accept any liability in relation to the description of Events on our website.

3. USE OF OUR SITE

Your use of our website is governed by our Terms of Website Use (http://www.spiritofspeyside.com/assets/0002/5873/Website_Terms_of_Use.pdf). Please take the time to read the Terms of Website Use, as they include important terms which apply to you.

4. HOW WE USE YOUR PERSONAL INFORMATION

The Event Provider shall only use your personal information in accordance our Privacy Policy (http://www.spiritofspeyside.com/privacy_policy). Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

5. AUTHORITY TO BOOK TICKETS

- 5.1. Tickets for certain Events may only be booked by, or for, persons over the age of 18 years old (that being the minimum age limit for the consumption of alcohol in the United Kingdom). This shall include (without limitation) Tickets for whisky-tasting Events. Please note that there are limited Events at the Spirit of Speyside Whisky Festival ("the Festival") that are suitable for persons below the legal age for the consumption of alcohol.
- 5.2. If you book Tickets using our website but are not an individual you confirm that you have authority to bind any business or entity on whose behalf you use our website to book Tickets.

6. HOW THE CONTRACT IS FORMED

- 6.1. The process of ordering Tickets allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process. Neither we nor the Event Provider will be responsible in the event that you make an error in your order for Tickets (including but not limited to selecting the wrong number of Tickets). Lost, stolen or damaged Tickets will not be replaced
- 6.2. An order for Tickets shall be placed by you when you click the box on the website to confirm your reservation (the box is marked "Confirm"). You cannot amend or withdraw your order once you have clicked to confirm your reservation.
- 6.3. A Contract for Tickets between you and the Event Provider (that being us or a third party) shall only be formed when we e-mail you to confirm that the Tickets that you placed an order for have been booked. This email shall be your e-Ticket for the Event ("your e-Ticket"). Only one e-Ticket shall be in respect of any order and the e-Ticket shall detail the number of Tickets booked.
- 6.4. You should check the details listed on your e-Ticket and promptly advise us of any errors on the e-Ticket.
- 6.5. Our Website shall include the name and contact details of the Event Provider of the Event.
- 6.6. Once you have received your e-Ticket, any further enquiries or correspondence in connection with your Tickets or the Event should be addressed to the Event Provider. This will ensure that your enquiries or correspondence may be dealt with as promptly as practicable by the Event Provider.
- 6.7. Once your e-Ticket has been issued, your Tickets shall be non-refundable save as specified in Clause 8 below and shall be non-exchangeable

7. OUR RIGHT TO VARY THESE TERMS

- 7.1. We may revise these Terms from time to time. Whenever we revise these Terms, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date on our website.
- 7.2. Every time you book Tickets using our website, the Terms in force at the time you submit your order for Tickets (in accordance with Clause 6.2 above) will apply to the Contract.

8. CANCELLATIONS

- 8.1. We reserve the right to cancel the Festival in any year or years without incurring any liability to you. We also reserve the right to alter the Festival programme, again without incurring any liability to you.
- 8.2. Whilst the Event Provider shall endeavour to deliver the Event in accordance with the details of the Event provided on our website, the Event Provider reserves the right to:
 - (a) cancel the Event; or
 - (b) alter the Event (including without limitation, the event date, time, location, duration or content);

by providing you with notice of cancellation or alteration (as appropriate) as soon as practicable, provided always that the Event Provider shall not require to provide you with any notice of any alterations to the content of the Event which are not, in the Event Provider's view acting reasonably, material. In the event of the Event Provider exercising their rights under this Clause 8.2, the Event Provider's liability in respect of such cancellation or alteration of the Event shall be limited to the refunds specified in Clauses 8.3 and 8.4 below.

- 8.3. In the event of the Event Provider exercising their right in Clause 8.2(a) above to cancel an Event, you shall be entitled to a refund of the price plus any booking fee paid by you for Tickets for that Event. The booking fee paid shall be non-refundable.
- 8.4. In the event of the Event Provider exercising their right in Clause 8.2(b) above to materially alter an Event (to be judged by the Event Provider acting reasonably), upon request you shall be entitled to cancel your Tickets for that Event and receive a refund of any price plus booking fee paid by you for your Tickets for that Event. The booking fee paid shall be non-refundable.
- 8.5. Any request for a refund for Tickets purchased should be addressed to the Event Provider.
- 8.6. The Event Provider shall only be obliged to provide you with a refund for Tickets in the circumstances specified in Clauses 8.3 and 8.4 above. All other refunds shall be at the discretion of the Event Provider. The Consumer Protection (Distance Selling) Regulations 2000 do not apply to the purchase of Tickets via our website. Those Regulations give purchasers purchasing goods and services online a "cooling-off" period to cancel their purchase. The purchase of Tickets using our website falls into one of the exceptions from the Regulations.

9. PRICE OF TICKETS

- 9.1. Tickets may be free or subject to a charge. The price payable for Tickets (if any) will be as quoted on our website from time to time.
- 9.2. The price of Tickets charged by an Event Provider may be VAT inclusive. You should contact the Event Provider directly if you require a VAT invoice.

- 9.3. Where Tickets are subject to a price, you shall also require to pay a nonrefundable booking fee to us.
- 9.4. You will receive notice of the total price inclusive of VAT (if applicable) and booking fee payable for the Tickets before you place your order in accordance with Clause 6.2 above.

10. HOW TO PAY

- 10.1. You must pay for Tickets and the booking fee using a debit card or credit card, by Sage Pay or by such other method of payment as notified on Our Website at the time you place an order for Tickets. We accept the following cards: Visa, MasterCard and Visa Debit Card.
- 10.2. Payment for Tickets and the booking fee must be made immediately after placing your order for Tickets in accordance with Clause 6.2 above. You will not receive your e-Ticket and no Contract shall be formed until we have received full payment for the Tickets you have ordered.

11. CONDUCT AT AN EVENT

- 11.1. You and every person for whom you order a Ticket for an Event (each referred to as an "Attendee") agree to comply with the following rules of conduct at the Event:
- (a) each Attendee must print their e-Ticket and present it for admission to the Event;
 - (b) each Attendee must produce photographic proof of identification and age to the Event Provider upon request;
 - (c) each Attendee must comply with any restrictions on smoking at the Event imposed by the law or the Event Provider. It is a criminal offence to smoke within covered areas;
 - (d) each Attendee must not act in any manner that in the Event Provider's opinion is likely to endanger the attendee concerned or others (this shall include but is not limited to acting aggressively or acting under the influence of illegal drugs);
 - (e) if requested by the Event Provider each Attendee and/or you/their personal property shall be submitted to a search;
 - (e) each Attendee shall switch their mobile phone and all similar devices to silent mode before the Event commences. An Attendee shall not make or receive calls during the Event or otherwise use their mobile phone or similar devices during the Event in a manner that is distracting to performers or other attendees of the Event;
 - (f) unless the Event Provider expressly agrees otherwise, an Attendee shall only consume food and drink provided at the Event by the Event Provider or with the authority of the Event Provider;
 - (g) an Attendee shall only drink alcohol legally, responsibly and in moderation and shall not drive if the Attendee is, or may be, over the legal limit for driving;
 - (h) an Attendee must not interrupt any presenter or performer or contributor at the Event. This restriction may apply to those making oral translations if they are intruding on the enjoyment of other attendees;
 - (j) an Attendee must not use recording devices of any form without the prior express consent of the Event Provider and the presenter and/or performer and/or contributor at the Event. Photography is permitted at the Event unless the Event Provider states otherwise. Any photography must not intrude on the enjoyment of the Event by others;

- (k) no pets or animals are permitted at the Event or on the premises where the Event is being held without the prior express permission of the Event Provider;
 - (l) each Attendee must leave the Event as quickly and quietly as possible. Speyside is a peaceful and friendly area; and
 - (m) each Attendee must act with due consideration to your fellow attendees at the Event and the Festival.
- 11.2. In the event of any Attendee failing to comply with any of the obligations in Clause 11.1 above, the Event Provider shall be entitled to refuse the Attendee access to the Event or to require the Attendee to immediately leave the Event. In the event of the Event Provider exercising this right to refuse access or to require an attendee to leave the Event, neither you nor any Attendee shall be entitled to any refund in respect of the Ticket for the Event of the Attendee concerned and the Event Provider shall have no other liability in respect of the Attendee being unable to attend the whole or part of the Event.
- 11.3. Neither we nor any third party Event Provider accepts any responsibility for items lost or stolen at an Event.
- 11.4. Each Attendee must use best endeavours to arrive on time for the start of an Event. The Event Provider shall be entitled to refuse access to the Event to any Attendee who arrives more than 5 minutes after the Event has commenced, unless the Event Provider has specifically agreed to later admission in advance.
- 11.5. The published finishing times for Events are approximate only. Please allow for the late running of Events if earlier events overrun or due to transport delays or similar causes. All Event Providers shall endeavour to keep to the published schedule. Each Attendee should make provision for travel and other plans accordingly.
- 11.6. Each Attendee at an Event consents to filming, photography and sound recording of the Event and to the use, reproduction, storage and broadcasting of such film and recording (including copies made) by the Event Provider and us.

12. OUR LIABILITY

- 12.1. Subject to Clause 12.4 below, we shall not be liable in any way under a Contract or for an Event unless we are the Event Provider of the Event concerned. Each Event Provider is responsible for their Event.
- 12.2. We exclude liability to you for:
- (a) losses that were not foreseeable to both you and us when the Contract between you and us was formed, that is, loss not within the reasonable contemplation of the parties, at the time the parties entered into the Contract as a probable result of the breach;
 - (b) losses that were not caused by any breach of these Terms by us (or our agents); and
 - (c) business losses, or losses to non-consumers.
- 12.3. The Event Provider excludes liability to you for:
- (a) losses that were not foreseeable to both you and the Event Provider when the Contract between you and the Event Provider was formed, that is, loss not within the reasonable contemplation of the parties, at the time the parties entered into the Contract as a probable result of the breach;
 - (b) losses that were not caused by any breach of these Terms by the Event Provider (or its agents); and

(c) business losses, or losses to non-consumers.

12.4. We, and any Event Provider, do not in any way exclude or limit our respective liability for:

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other matter it would be unlawful for us to exclude or limit our liability in relation to.

13. EVENTS OUTSIDE OUR CONTROL

13.1. The Event Provider will not be liable or responsible for any failure to perform, or delay in performance of, any of the Event Provider's obligations under a Contract that is caused by an Event Outside the Event Provider's Control. An Event Outside the Event Provider's Control is defined below in Clause 13.2 below.

13.2. An Event Outside the Event Provider's Control means any act or event beyond the reasonable control of the Event Provider, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

13.3. If an Event Outside the Event Provider's Control takes place that affects the performance of the Event Provider's obligations under a Contract:

(a) the Event Provider will contact you as soon as reasonably possible to notify you; and

(b) the Event Provider's obligations under a Contract will be suspended and the time for performance of the Event Provider's obligations will be extended for the duration of the Event Outside the Event Provider's Control.

14. OTHER IMPORTANT TERMS

14.1. We may transfer our rights and obligations under a Contract to another organisation or person, but this will not affect your rights or our obligations under these Terms. We will notify you by posting on our website if this happens.

14.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

14.3. Each Clause and Sub-Clause of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining Clauses and Sub-Clauses will remain in full force and effect.

14.4. If we or an Event Provider fail to insist that you perform any of your obligations under these Terms, or if we or an Event Provider do not enforce Our rights against you, or if we or an Event Provider delay in doing so, that will not mean that we or an Event Provider have waived our respective rights against you and will not mean that you do not have to comply with those obligations. If we or an Event Provider do waive a default by you, we or an Event Provider will only do so in writing, and that will not mean that we or an Event provider will automatically waive any later default by you.

14.5. These Terms are governed by Scottish law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-

contractual disputes or claims), will be governed by Scottish law. You agree to the non-exclusive jurisdiction of the courts of Scotland.