

## TERMS AND CONDITIONS

### TERMS AND CONDITIONS FOR SALE OF TICKETS USING WEBSITE

This page (together with our Privacy Policy which can be found at <https://spiritofspeyside.nbcom.co.uk/privacy> and Terms of Website Use which can be found at <http://www.spiritofspeyside.com/terms>) 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](http://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 and trading address is PO BOX 6783 Elgin IV30 9DU.
- 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 [events@spiritofspeyside.com](mailto:events@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 [www.spiritofspeyside.com/terms](http://www.spiritofspeyside.com/terms) 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](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 ticket price paid by you after deducting a small administration charge. 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 you paid 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 and will be shown in Great British Pounds.
- 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 non refundable 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. The price will be shown in Great British Pounds.

## **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.

#### **Customer Service Information**

- 18. For all customer service enquires, please contact [events@spiritofspeyside.com](mailto:events@spiritofspeyside.com) or 07789671635 or 07799636861.