

**Merton Enterprises Limited**  
**Acting as Ticket Sales Agent for Merton College**  
**Terms and Conditions for On-line Event Ticket Bookings**  
**2014 .04.22**

**1. Definitions**

- i. In these terms and conditions the following words shall have the meanings set out below:
  - "Booking Form" - means the page for the booking of tickets set out on the Merton College website.
  - "Merton Enterprises Limited" - means Merton Enterprises Limited, Oxford, OX1 4JD, acting as ticket sales agent for Merton College (the "Sales Agent").
  - "Merton College" means Merton College, Oxford, OX1 4JD (the "Event Organizer").
  - "Contract" - means any contract for the purchase of Tickets made between you and the Sales Agent.
  - "Confirmation" - means the confirmatory screen that appears when you make your booking online and that you are prompted to print out which sets out your booking reference.
  - "Tickets" - means all tickets offered for sale by the Sales Agent on behalf of the Event Organizer for attending Merton College events.
  - "E-receipt" - means the document emailed to a person after they have made a successful booking and which summarises the booking details.
- ii. The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

**2. Our Contract With You**

- i. These terms and conditions govern all Contracts.
- ii. Your Contract with the Sales Agent will be concluded as follows:
  - ii.1. Completion of the Booking Form (including, for the avoidance of doubt, the provision of your credit or debit card details) shall constitute an offer by you to purchase Tickets subject to these terms and conditions;
    - ii.1.1. Upon electronic receipt of the Booking Form, the Event Organizer will check that you have correctly completed all parts of the Booking Form and confirm that you have sufficient funds to cover the total cost of the booking. Upon confirmation of these details, the Sales Agent will then charge your credit or debit card accordingly and a

Confirmation will appear on the booking screen which shall constitute its acceptance of your booking; you will also receive confirmation by email. If Event Organizer receives a prompt notification that the Confirmation was not delivered successfully, then the Event Organizer will use reasonable measures to notify you of your booking by other means.

ii.1.2. The prices and availability of the Tickets are specified on the Event Organizer's website. These details are based on the best available information and the Sales Agent is not obliged to conclude any Contract on these terms.

ii.1.3. you are entirely responsible for entering your details correctly on the Booking Form. You warrant that all details supplied by you are true and accurate. If there are any changes to your details once your booking is concluded then it is your responsibility to update them.

ii.1.4. Where a person makes a booking on behalf of a party, that person accepts these terms and conditions on behalf of all members of the party and is responsible for all payments due from the party.

ii.1.5. Booking services with the Sales Agent are only available to persons who are at least [18] years of age. By submitting a Booking Form you warrant and confirm to the Sales Agent that you comply with those arrangements.

ii.1.6. The purchase of a ticket entitles the bearer to access to the event named, at the time and date stated on the face of the Ticket.

ii.1.7. It is your responsibility to check that the details on the Tickets issued to you are accurate. The Sales Agent cannot take responsibility for errors with your booking once processed.

### 3. Pricing

- i. The price of all Tickets displayed on the Event Organizer's website are inclusive of VAT, if applicable.

### 4. Terms of Payment

- i. All Tickets must be paid for in full at the time of booking unless otherwise stated.

### 5. Alterations and Cancellations

- i. The Event Organizer does not permit Tickets to be refunded after purchase, except where an event has been cancelled, or in the event that all tickets for an event are sold and there are sufficient subscriptions to a waiting list. Cancellations received less than 5 working days prior to the event are unlikely to be refunded. Where monies are refunded, such refunds are limited to the face value of the Tickets purchased.
  - i. In the event of a cancelled performance the Event Organizer will not be liable for additional travel or accommodation expenses.
  - ii. All Tickets are sold subject to the Event Organizer's right to make any alterations in the cast, programme or arrangements advertised on the Event Organizer's website or elsewhere which are rendered necessary by the Event Organizer.
- 6. Liabilities of the Event Organizer
  - i. Subject to Clause 6.3 below, the Event Organizer will only be liable to you for direct losses arising as a result of:
    - i. a breach of these terms and conditions by the Sales Agent or Event Organizer; and
    - ii. any fraudulent statement or negligent act by the Sales Agent or Event Organizer arising under or in connection with the Contract.
  - ii. The Event Organizer's total liability under clause 6.1 above shall be limited to the total face value of the Tickets.
  - iii. The Event Organizer will not be liable in any way if an event or performance is abandoned once started due to any factors which are beyond the Event Organizer's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Event Organizer's reasonable control:
    - i. Acts of God, which include earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
    - ii. Force Majeure which includes war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes and civil commotions;
    - iii. Power failure and failure of sound or lighting equipment.
  - iv. The Event organizer will also not be liable for any losses incurred by you in connection with your use of the Event Organizer's website, for any delay in using or your inability to use the website, for any information or Tickets obtained through the website or for any

material posted to the website by the Event Organizer or by users of the website.

## 7. Website Use

- i. The Event Organizer's website is for your own personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from this website.
- ii. All contents of this website, including any software, are protected by intellectual property rights and other related rights. No part of this website may be reproduced in any form (electronically or otherwise) without the prior consent of the Event Organizer other than temporarily in the course of using the Sales Agent's booking service.
- iii. You are not permitted to link to or use all or any part of the Event Organizer's website for any reason which is unlawful, defamatory, harmful obscene or objectionable and, in particular, you are not permitted to transmit anything which, in the Event Organizer's opinion, harms its business or in any way offends other users or persons.
- iv. You are also not permitted to alter the Event Organizer's website in any way or post onto or transmit to the Event Organizer's website, any material containing software viruses or files which may damage or disrupt the good working order of computer or telecommunications equipment.
- v. The Event organizer reserves the right to refuse or remove anything which is transmitted via or posted on the Event Organizer's website and which, in the Event organizer's opinion, is objectionable or does not comply with these terms and conditions. The Event Organizer shall not in any way be liable for such actions.
- vi. The Event Organizer may record, preserve, trace and disclose anything which has been transmitted to, from or via the Event Organizer 's website, where required by law or where the Event Organizer is acting in good faith.

## 8. Links to Third Party Sites

- i. The Event Organizer's website may contain hyperlinks to websites operated by parties other than the Event Organizer. The operation of such websites is outside the Event Organizer's control and you proceed at your own risk. The Event Organizer does not endorse or

sponsor and is not liable for the products, services or content you access through any linked site.

#### 9. Data Protection

- ii. The Event Organizer will collect, use, store and disclose your personal details in accordance with our DARS Data Protection policy which can be viewed here: [www.alumni.ox.ac.uk/data\\_protection](http://www.alumni.ox.ac.uk/data_protection).

#### 10. Entire Agreement

- i. It is the intention of Sales Agent that all terms of the Contract between the Sales Agent and you are contained in these terms and conditions. If you wish to rely on any variation of these terms, you must ensure that such variation is in writing and signed by you and on behalf of the Sales Agent before any Contract is made.

#### 11. Severability

- i. If any part of these terms and conditions are not enforceable then this will not affect the enforceability of any other part.

#### 12. Safety and Enjoyment

- i. Programme events start at the time advertised and the Event Organizer reserves the right to delay or refuse admittance of latecomers if in the reasonable opinion of the Event Organizer admittance would affect the enjoyment of the audience and/or the performer or artist(s) and/or the running of the event. Under the terms of our license agreement the Event Organizer is required to refuse admittance to any person in a state of intoxication or whose conduct is deemed to be conducive to a breach of the peace.
- ii. The Event Organizer reserves the right to request ticket holders to leave (taking any such appropriate action which may be necessary to enforce this right) before or during performances/events if it is necessary to do so. The Event Organizer may also, on certain occasions, have to conduct security searches to ensure your safety.
- iii. Every effort will be made by the Event Organizer to admit latecomers at a suitable break in the event or performance.
- iv. In order to gain access to performances/events ticket holders will be asked to present their ticket or e-receipt upon arrival. The Event Organizer reserves the right to deny entry if tickets/e-receipts cannot be produced. The Event Organizer may be able to admit individuals without tickets/e-receipts if they provide a valid form of photographic identification, such as a valid passport or driving licence and the credit/debit card with which the booking was made.

- v. The Event Organizer aims to provide a safe, welcoming environment for all of our visitors. We recommend you keep all personal belongings with you at all times. In the absence of any negligence of duty by the Event Organizer or its staff you will be responsible for any loss, theft or damage to your belongings. Picnic hampers, rucksacks and bulky luggage are not permitted on site.
- vi. The Event Organizer cannot permit glasses or glass containers to be brought onto the site. No alcohol is permitted other than that purchased on the premises.
- vii. Strobe lighting, smoke effects and gunshots are sometimes used in productions. We will endeavour to give advanced warning if any such effects are to be used.
- viii. The Event Organizer or any permitted third parties may carry out general filming and sound recording in or about the venue. By purchasing Tickets you consent to you and your party being included in and to the exploitation of such films and recordings without payment.
- ix. The Event Organizer is committed to providing access to all and is happy to make any reasonable adjustments to ensure you enjoy your visit. If you have any specific concerns regarding the Event Organizer's ability to accommodate you please contact The Event Organizer on 01865 276316.
- x. All visitors under the age of 18 must be accompanied by a paying adult.

### 13. Governing Law

- i. These terms and conditions and any Contract concluded incorporating these terms and conditions shall be governed by English Law and all disputes shall be submitted to the non-exclusive jurisdiction of the English Courts.