

BUSFEST - Terms and Conditions

“Event” means BUSFEST

“Promoter” BUSFEST

“Terms and Conditions” means these terms and conditions.

“Venue” means the site within & around the MALVERN SHOWGROUND

“Ticket” “ A valid ticket or wristband which permits You to attend the Event or any valid wristband for which you have exchanged your valid ticket at the Event.

“You” means you as the holder of the Ticket and “Your” shall be read accordingly.

TICKETS & TICKETING

1. All Tickets are sold subject to these Terms and Conditions. Please read these Terms and Conditions carefully prior to purchase and raise any queries with the Promoter prior to purchase. Purchase of any Ticket constitutes acceptance of these Terms and Conditions.
2. Tickets can be ordered via website ON LINE ordering System or by using POSTAL system via a downloadable form
3. Upon ordering your tickets, please check Tickets carefully as mistakes cannot always be rectified after purchase. Tickets are not issued on a sale or return basis and refunds will not be made on returned Tickets unless provided for under these Terms and Conditions.
4. Tickets & wristbands remain the property of the Promoter until payment is received in full
5. Tickets which have been ordered will be dispatched during the months of July & August,
6. Your Ticket may be invalidated if any part of it is removed, altered or defaced.
7. The Promoter will not be responsible for any Ticket that is lost, stolen or destroyed. You are solely responsible for the safe keeping of Your ticket. Tickets are security printed. Under no circumstances will duplicate tickets or wristbands be issued if lost or damaged. Keep your ticket(s) & wristbands safe.
8. Tickets are security coded and each code is unique and only allows one entry to the Event.
9. Ownership or possession of a Ticket does not confer any rights (by implication or otherwise) on You to use, alter, copy, or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the Ticket.
10. Tickets are sold subject to the Promoter's right to alter or vary the published Event programme which may result in changes to the event. The promoter reserves the right to change the line up without notification
11. Tickets cannot be exchanged or refunded unless the Event is cancelled. I.e. Tickets are; NON TRANSFERABLE. NON REFUNDABLE
12. Ticket & wristband holders consent to photography, filming, sound recording of the event which may be used for promotional purposes
13. Resale of tickets and wristband is prohibited
14. Tickets may not be used for any competitions or promotions without the written permission of the promoters.
15. If the Event is cancelled You will be entitled to claim a refund from the Promoter in accordance with this clause. The refund for Tickets equals the face value of the Tickets purchased but excludes any booking or transaction fees. Personal arrangements including travel, subsistence and accommodation relating to the Event which have been arranged by You are at Your own risk and the Promoter shall not be liable for any loss of enjoyment or wasted expenditure beyond the Ticket price (excluding any booking or transaction fees).
16. If the event is cancelled. In order to claim Your refund where an Event is cancelled please apply in writing to the point of sale from where you bought the ticket, enclosing Your complete unused Tickets within 2 months from the scheduled date of the Event. The Promoter and/or the point of sale will not make any refund if Tickets and/or the relevant notification are not received by the point of sale within the above timeframes. Refunds will only be made to the person who purchased the Tickets.
17. Tickets are personal revocable licences and shall at all times remain the property of the Promoter and subject to these Terms and Conditions. You may not re-sell or transfer a Ticket. If a Ticket is re-sold, transferred or advertised for profit or commercial gain or used for competitions, promotions or hospitality packages by anyone other than the Promoter, or an authorised sub-agent, it will be void and You will be refused entry to, or ejected from, the Venue without refund.
18. Tickets bought from unauthorized agents are not valid and admission will not be granted to the Event with any Tickets bought from unauthorised agents.
19. Tickets obtained in breach of these Terms and Conditions shall be null and void and the Promoter may refuse admission to, or eject You from, the Event. Any person seeking to use a void Ticket in order to gain or provide entry to an Event will be considered to be a trespasser and will be ejected and liable to legal action. Void Tickets are non-refundable.
20. Tickets may be restricted to a maximum number per person. Any such restriction will be notified to You at the time of purchase. Tickets purchased in excess of this limit may be cancelled by the Promoter without prior notice, unless Your purchase of an excess was due to Promoter's error.

ENTRY TO THE EVENT

21. Price and availability information is subject to change without notice.
22. By attending the Event, You give Your express consent to Your actual or simulated likeness to be included within any film, photograph, audio and/or audiovisual recording to be exploited in any and all media for any purpose at any time throughout the world. This includes filming by the police or security staff that may be carried out for the security of customers.
23. There will be no admission to the Event before the designated opening times on any day or night of the Event.
24. Only customers holding valid Tickets will be admitted to the Event. - (so don't lose it)
25. Weekend ticket holders must exchange their tickets for a wristband on arrival and this must be worn at all times for the duration of the event
26. All persons attending the Event who are under the age of 16 must be accompanied by a parent or guardian who is over the age of 18. A parent or guardian cannot have more than four under 16s under their care.
27. The Promoter reserves the right to refuse You entry to and/or eject You from the Event for any circumstances including without limitation for health and safety or licensing reasons; if You behave in a manner which has or is likely to affect the enjoyment of other persons at the Event; if You use threatening, abusive or insulting words or mannerisms; if, in the Promoter's reasonable opinion, You are acting under the influence of alcohol or drugs; if You fail, when required, to produce proof of identity or age; if You refuse to comply with the Promoter's security searches; if You breach these Terms; or if Your Ticket is void.
28. The Promoter reserves the right to conduct security searches and confiscate any item which in the opinion of the Promoter may cause danger or disruption to other persons at the Event or is one of the items not permitted in the Venue as listed in these Terms and Conditions. . Anyone found in possession of illegal substances or contraband goods will be refused admission or ejected from the Venue and may also be liable for prosecution. Any items found that may be used in an illegal or offensive manner will be confiscated.

SITE REGULATIONS

29. The Malvern Showground has a lot of outdoor area. We advise you to bring appropriate clothing and footwear to protect against potential inclement weather.
30. The promoters reserve the right to implement any restrictions or conditions deemed necessary before and during the event to ensure the safe management of the festival site.
31. You must give the site staff compliments and hugs (especially the Welsh ones) to make them feel wanted & appreciated.
32. Site buildings, tented structures & marquees all have restricted capacities. Once they reach their maximum capacities there will be no further admissions. You are not guaranteed admission to all areas & venues.
33. You shall not bring all or any of the following into the Showground: fireworks, Chinese Lanterns, laser pens, laser equipment, or any item which the Promoter considers could be used as a weapon (including sharp or pointed objects such as knives), and illegal substances. Persons may also be searched on entry to the event or entertainment venues. If you are in possession of illegal substances you may be arrested
34. You shall not bring into the Venue or display or distribute (whether for free or not) at the Event any sponsorship, promotional or marketing materials without prior permission of the Event Organisers. Fly-posting of leaflets around the showground or on to vehicles is not permitted.
35. You must enjoy yourself at this event. Miserable looking people will be Yellow Carded & told to get a life & enjoy themselves
36. It is against the law to smoke in enclosed spaces.

SECURITY

37. The Showground Gates will be locked between MIDNIGHT & 09.00. During these hours a Security Team will be operating. They are empowered to refuse entry and eject anyone causing a nuisance or in breach of the Site Regulations.

NOISE

38. No Private sound systems are permitted on the site without prior permission of the event Promoter.
39. GENERATORS are permitted but can only be run between 8.30am - 9.30pm.
40. Heavy Amplified sound systems are NOT permitted in the Camping areas if they are likely to cause annoyance to other campers or us. (especially Country & Western Music!)
41. Please keep noise levels to a minimum all of the site should be quiet from Midnight.(22.00hrs in Family Camping Area).

LITTER

42. The Malvern Showground site is a beautiful place and we want to keep it that way so please help us by keeping it clean & recycling/composting what you can. Please use waste disposal points provided.

VEHICLES & BIKES

43. A 15MPH Vehicle speed restriction exists on ALL areas of the site.
44. A one way traffic management plan operated on part of the site during the event.
45. A Vehicle movement ban is in force overnight 12.30am – 08.00am
46. Minimum vehicle movement is permitted when the event is open to the General Public;
47. Leaving or returning to Showground. Competing in organized activity, Official Vehicles, Disabled Drivers.
48. Any vehicles that in the opinion of the gate staff are in a dangerous condition, or are pissing oil everywhere will not be permitted on to the site
49. Anyone found cruising around the site, speeding, dogging, or in the opinion of an official or appointed agent is seen to be driving in a dangerous manner will be expelled from the site immediately.
50. The use of motorised/electric skateboards, scooters & Bikes in heavily pedestrianised areas is forbidden
51. (Disabled persons mobility scooters excepted)
52. No Skateboards, scooters Bikes are permitted in any of the buildings or halls or in the trade areas during opening hours. (Except official bikes!).

CAMPING

53. **ALL Camping is by advance booking only**
54. A CAMPING UNIT is a camper, motor home, or a vehicle plus tent or vehicle plus Caravan combination.
55. A CAMPING Unit MUST fit into a 7mx7m area, if your camping unit needs more space then an additional camping unit(s) ticket(s) must be bought.
56. Only pre-booked vehicle/camping units will be allowed into the Camping Areas
57. Camping is only permitted in the designated areas.
58. We cannot accept any additional Pay on the day camping units. BUT additional passengers in (already booked) camping units can be accepted upon payment of £40 @ gate.
59. No Camping is allowed in the car parks and no sleeping in vehicles in the car parks is permitted.

- 60. No Wild Camping permitted on common land in Malvern Area
- 61. There is NO Sunday Night Camping unless by prior arrangement with organizers.
- 62. EARLY arrivals can only be accommodated from the Wednesday prior to the event by pre booking at our WELLAND off site camp.

EVENING ENTERTAINMENT VENUES

- 63. With regards to the Evening Entertainments; whilst every effort is made to ensure that the full advertised artistes appear as per the bill, your ticket is for the event and not specific to the Entertainment. We reserve the right to change the artistes without prior notice.
- 64. Site buildings, tented structures & marquees all have restricted capacities. Once they reach their maximum capacities there will be no further admissions. You are not guaranteed admission to all areas & venues.
- 65. Adverse weather conditions may prevent use of certain tented structures or marquees. This may lead to cancellation of entertainment venues
- 66. Official Artistes merchandise is usually only available inside the Venue. The Promoter does not accept any responsibility for the sale of merchandise (official or otherwise) in or outside the Venue. You should direct any queries relating to merchandise to the Promoter.
- 67. You may only leave and then re-enter the Venue if you have a valid Wristband. Otherwise there shall be no re-admissions or pass-outs of any kind.
- 68. You must comply with any and all instructions given to you by the Promoter and/or all Venue stewards and staff.
- 69. All guests are asked to observe and comply with safety advice, site signage and 'No Smoking' areas. In accordance with Smoke Free Regulations, the tented arenas and other areas of the festival are designated No Smoking areas. Normal rules and regulations apply and should be observed at the Event as they are every other day, failure to do so may result in ejection from the event.
- 70. At some venues (Teme Hall) which may have licensed bars operating inside, only bought on the premises alcohol & drinks may be consumed on the premises.
- 71. Children under 16 must be accompanied by an adult to evening Entertainment venues.
- 72. Parents are reminded that there are areas of the festival site, especially immediately in front of the stages, that are inappropriate for some people including young children.
- 73. If you look under age please ensure you have proof of age with you when/if you buy alcohol
- 74. Animals (of the non human kind) ie, dog's & other pets are not permitted inside the (inside) evening entertainment venues.
- 75. Fancy dress is not compulsory, but advisable if you want to make a complete twat of yourself & not be recognized in all the photographs.
- 76. Anti-social behaviour and illegal activities will not be tolerated and you will be ejected without refund. -Busfest is for nice people and is about having a good time. Anti social behavior will not be tolerated and you will be ejected without refund.
- 77. Some of you who go to the evening entertainment and enjoy it, must continue to whinge about how crap it is to keep the campers who don't go and the trolls on the forums happy
- 78. **Warning** – Prolonged exposure to loud noise may cause damage to Your hearing
- 79. **Warning** - Strobe lighting may be used at the Entertainment

FISHING & SWIMMING

- 80. No Swimming or fishing (OR Surfing!) in any of the open waters on the showground.

DISABLED FACILITIES

- 81. There are facilities for disabled persons on the site. This includes (limited) areas for camping and parking, and disabled toilets. Viewing areas are provided in the main Halls. There are designated Disabled Parking & Camping areas.

PYROTECHNICS & FIRES

- 82. Open Fires are **NOT** permitted on the site. (other than officially sanctioned ones)
- 83. BBQ's that are raised off the ground are permitted but they must not be left unattended & must be extinguished after use. Anyone found with an open fire is liable to be expelled from site.
- 84. FIREWORKS are DEFINITELY NOT permitted on site. Anyone found in procession or using fireworks will be expelled from site immediately.
- 85. CHINESE SKY LANTERNS are BANNED at this event.
- 86. SMOKING is not permitted in any of the buildings or enclosed Trade Stands.

DOGS & PETS

- 87. Are permitted on site but **MUST** be kept on a lead and under proper control at all times. Exercise your Dog responsibly and make sure you clean up afterwards
NO DOGS or Pets are permitted in any enclosed entertainment venue during the evening entertainments

REGALIA

- 88. Official merchandise is only on sale within the festival site. Do not purchase regalia goods from unofficial vendors

OTHER LEGAL STUFF

89. Except to the extent that the Promoter is required or permitted by law, personal information provided by You to the Promoter will be used for all purposes reasonably connected with the operations of the Event including (but not limited to): providing You with details of forthcoming connected events, offers and services; providing You with updates as to the latest concessions or any changes thereto and information concerning competitions and other promotional activity; supplying You with the goods that You request; conducting market research and establishing customer profiles; and transferring or disclosing the information provided to the Promoter's professional advisors and such other parties as it considers necessary in the administration of its business. The Promoter will not use or disclose Your personal information other than as set out in these Terms and Conditions without Your prior consent. By purchasing a Ticket or Tickets You consent to the use of Your personal information in this way. If You have any queries about this, please write to the Promoter.
90. You agree that the Promoter, its servants or agents will not be liable for any loss, injury or damage to any person (including Yourself) or property however caused (including by the Promoter or its servants or agents): (a) in any circumstances where there is no breach of a legal duty of care owed by the Promoter or any of its servants or agents; (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury as a result of a breach of a legal duty of care owed by the Promoter, its servants or agents); or (c) to the extent that any increase in any loss or damage results from breach by You of any of these Terms and Conditions.
91. For the purposes of these Terms and Conditions, "**Force Majeure**" means any cause beyond Promoter's control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, royal mourning, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments. The Promoter will not be liable to You for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.
92. To the fullest extent permissible in law, the Promoter shall be entitled to assign all and any of its rights and obligations under these Terms and Conditions, provided that Your rights are not adversely affected.
93. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of these Terms and Conditions valid or enforceable.
94. If the Promoter delays or fails to enforce any of these Terms and Conditions it shall not mean that the Promoter has waived its right to do so.
95. Any person, other than the Promoter, who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions. Nothing in these Terms and Conditions and no action taken by You or the Promoter under these Terms and Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between You and the Promoter.
96. These Terms and Conditions constitute the entire agreement between the parties in connection to the subject matter of these Terms and Conditions and supersede any previous terms and conditions, agreement or arrangement between You and the Promoter relating to the subject matter of these Terms and Conditions. However, nothing in these Terms and Conditions shall purport to exclude liability for fraud or fraudulent misrepresentation. These Terms and Conditions cannot be varied or amended in any respect (unless agreed between You and the Promoter in writing).
97. The Possession of a Ticket shall constitute an acceptance by the holder of the terms & Conditions and an undertaking on the part of the holder to accept them.
98. **These Terms and Conditions shall be governed by the laws of England and Wales and parties agree to submit to the exclusive jurisdiction of the English Courts.**
99. The Promoters reserve the right to amend the Terms & Conditions in accordance with any new law, legislation or internal Showground or Event Organizers policies.

100. **BUSFEST TRADE – TERMS & CONDITIONS**

- 1 All Traders to be on site before 10.00 on Friday and 09.00 Saturday/Sunday. No vehicle movement after this time
- 2 No Vehicle movement in trade area between 10.00 & 18.00 on Friday, 09.00 & 18.00 on Saturday & 09.00 & 16.00 on Sunday
- 3 Busfest limited strongly advises all traders to carry Public Liability Insurance. (Copy to be returned with application) NO COPY NO APPLICATION
- 4 Compliance with current Disabilities Discrimination Act is the responsibility of individual traders
- 5 Traders are required to carry out a risk assessment and a copy must be handed to trade manager on arrival
- 6 We Strongly advise traders to carry sufficient and appropriate fire protection (extinguishers)
- 7 Accidents. MUST be reported to Busfest HQ
- 8 The Sale or use of Motor Bikes (any size), Quad Bikes, Motorised Skate Boards, Scooters, Guns, Fireworks, Chinese Lanterns or any offensive material is strictly prohibited.
- 9 Sub letting of trade space is strictly prohibited
- 10 All waste must be placed in skips/bins provided in & around the trade area
- 11 The selling of food & drink is strictly prohibited
- 12 Thursday is a set up day only.
- 13 All Generators must be switched off by 11pm
- 14 No trade vehicle movement is allowed in the halls after 9am on Friday until 4pm on Sunday