

Beumaris Festival Terms and Conditions

The following are the rules or "Terms" that govern use of the Beumaris Festival Online website ("Site"). By using or visiting the Site, you expressly agree to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Site. The Beumaris Festival reserve the right to change these Terms at any time, effective immediately upon posting on the Site. Please check this page of the Site periodically. If you violate these Terms of Use, The Beumaris Festival may terminate your use of the Site, bar you from future use of the Site, cancel your ticket order, and/or take appropriate legal action against you.

Permitted Use

You agree that you are only authorised to visit, view and to retain a copy of pages of this Site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on this Site for any purpose other than to review event and promotional information, for personal use, or to purchase tickets or merchandise for your personal use, unless otherwise specifically authorised by The Beumaris Festival to do so. The content and software on this Site is the property of The Beumaris Festival and/or its artists and is protected by international copyright laws.

Disclaimers

The Beumaris Arts Festival does not promise that the Site will be error-free, uninterrupted, nor that it will provide specific results from use of the Site or any Content, search or link on it. The Site and its Content are delivered on an "as-is" and "as-available" basis. The Beumaris Festival cannot ensure that files you download from the Site will be free of viruses or contamination or destructive features. The Beumaris Festival disclaims all warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose. The Beumaris Festival will not be liable for any damages of any kind arising from the use of this Site, including without limitation, direct, indirect, incidental, and punitive and consequential damages.

The Beumaris Festival makes no guarantee of any specific result from use of this Site or use of the Beumaris Festival service.

The Beumaris Festival is not responsible for the products, services, actions or failure to act of any venue, performer or other third party in connection with or referenced on the Site. Without limiting the foregoing, you may report the misconduct of users to the Beumaris Festival at boxoffice@beumarisfestival.com. The Beumaris Festival may investigate the claim and take appropriate action, in its sole discretion.

Ownership of Materials

All materials on the Beumaris Festival's website are copyrighted and are protected under treaty provisions and world-wide copyright laws. The Beumaris Festival's materials may not be reproduced, copied, edited, published, transmitted or uploaded in any way without the Beumaris Festival's written permission. Except as expressly stated in the limited licence provision of these terms and conditions, the Beumaris Festival does not grant any express or implied right to you under any of its trademarks, copyrights or other proprietary information.

Copyright Policy

We will terminate the privileges of any user who uses this Site to unlawfully transmit copyrighted material without a license express consent, valid defence or fair use exemption to do so. We may, also in our sole discretion, decide to terminate a user's rights to use or access the Site prior to that time if we believe that the alleged infringement has occurred.

Limitation on Liability

Except in jurisdictions where such provisions are restricted, in no event will the Beumaris Festival be liable to you for any indirect, consequential, exemplary, incidental, special or punitive damages, including lost profits, even if Beumaris Festival has been advised of the possibility of such damages.

Disputes

This site is controlled and operated by the Beaumaris Festival from its offices in the United Kingdom. If there is any dispute about or involving the Site, by using the Site, you agree that the dispute will be governed and construed by English law. In the event of a dispute arising out of or relating to these terms and conditions, or your use of or access to this site, litigation must be brought in court in the United Kingdom without regard to its conflict of law provisions.

Indemnity

You agree to indemnify and hold the Beaumaris Festival, its subsidiaries, affiliates, officers, agents and other partners, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, including also your use of the Site to provide a link to another site or to upload content or other information to the Site.

Beaumaris Festival Purchase Policy

Our goal at the Beaumaris Festival is to make your purchasing experience easy and efficient. The following purchase policies are designed to ensure your satisfaction and understanding of the purchase process on Beaumaris Festival.co.uk. This Purchase Policy incorporates our Terms of Use by this reference.

Purchase Policy

The Beaumaris Festival aims to despatch tickets as soon as possible. We are not able to be specific with exact dates of dispatch. Please allow as much time as possible for your tickets to arrive. If your tickets have not arrived five days before the event or, if you are travelling, five days before you leave, please contact us. Please include your reference number and the name and postcode the booking is under. The Beaumaris Festival only posts tickets to the billing address of a credit card. If the address in your booking does not correspond to that held by your credit card company, we may cancel your tickets.

Occasionally, events are cancelled or postponed by the performer or venue for a variety of reasons. If the event is cancelled, please contact us for information on whether you are entitled to receive a refund from the responsible party. If the event was moved or rescheduled, then we may set refund limitations. Contact us for exact instructions.

For information about a purchase you've made, contact us, quoting your order number given to you at the conclusion of placing an order.

Ticket Terms and Conditions

1. The Beaumaris Festival sells tickets directly for the event for which you buy a ticket. This ticket remains the property of the Beaumaris Festival and is a personal revocable license which may be withdrawn and admission refused at any time upon refunding the printed purchase price. A ticket shall not be used for advertising, promotions, contests or sweepstakes, unless formal written permission is given by the Beaumaris Festival, provided that even if such consent is obtained, use of Beaumaris Festival's trademarks and other intellectual property is subject to the Beaumaris Festival's consent.
2. It is your responsibility to check your tickets; mistakes cannot always be rectified.
3. It is your responsibility to ascertain whether an event has been cancelled and the date and time of any rearranged event. If an event is cancelled or rescheduled, we will use reasonable endeavours to notify ticket holders of the cancellation. We do not guarantee that ticket holders will be informed of such cancellation before the date of the event.
4. Unless indicated otherwise in relation to a particular event, if a performance is cancelled, ticket holders will be offered seats at any rescheduled performance (subject to availability) up to the face value of the tickets or, if the ticket holder is unable to attend the rescheduled performance or the performance is not rescheduled, a refund. Refunds for tickets purchased prior to the date of the original event will be given up to the face value of the tickets purchased plus the relevant per ticket booking fee. In order to claim your refund, please apply in writing to your point of purchase. You must enclose your unused tickets and comply with any other reasonable instructions of the Beaumaris Festival. For accounting purposes your unused tickets must be received within 28 days from the date of the cancelled performance. This does not affect your statutory rights. We regret that unless this paragraph 4 applies, tickets cannot be exchanged or refunded after purchase.
5. This ticket is issued subject to the Rules and Regulations of the venue and the Beaumaris Festival. Full details are available at the Box office. Breach of any of these Rules and Regulations or any unacceptable behaviour likely to cause damage, nuisance or injury shall entitle the venue or the Beaumaris Festival to eject you from the venue.
6. The venue reserves the right to refuse admission should patrons breach any Rules and Regulations of the venue. The venue may on occasions have to conduct security searches to ensure the safety of the patrons.

7. Every effort to admit latecomers will be made at a suitable break in the event, but admission cannot always be guaranteed.
8. We will not be responsible for any tickets that are lost or stolen.
9. Tickets are sold subject to the venue or the Beaumaris Festival's right to alter or vary the programme due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange tickets.
10. The unauthorised use of photographic and recording equipment is prohibited. Tapes or films may be destroyed. Laser pens, mobile phones, dogs (except guide dogs) and patron's own food and drink may also be prohibited (please check with venue).
11. The venue and the Beaumaris Festival accept no responsibility for any personal property.
12. The ticket holder has a right only to a seat of a value corresponding to that stated on the ticket and the venue or the Beaumaris Festival reserves the right to provide alternative seats to those specified on the tickets.
13. Ticket holders consent to filming and sound recording as members of the audience.
14. Neither the venue nor the Beaumaris Festival shall have any further liability beyond the face value of the ticket purchased plus the relevant per ticket booking fee.
15. All of these terms and conditions are governed by English Law and any disputes arising out of any transaction with the Beaumaris Festival are subject to the exclusive jurisdiction of the English Courts.

Beumaris Festival Privacy Policy

Beumaris Festival has created this privacy statement in order to demonstrate our firm commitment to the privacy of the details that you provide us when using this web site ("Site"). **When you use the Site, you are consenting to the practices set forth in this Privacy Policy.**

Your IP Address We use your IP address to help diagnose problems with our server and to administer the Site. Your IP address is also used to help identify you and to gather broad demographic information about you. Your IP address may also be used to assist in the detection of fraud and we may pass this information to the police.

Cookies A cookie is a small file that is automatically issued to your computer when you enter our Site and which is stored by the browser on your computer's hard drive. Cookies identify your computer, not the individual user of your computer. You can disable cookies or set your browser to alert you when cookies are being sent, but if you choose to do so you may not be able to access some areas of the Site.

Information We Request Directly From You

Our Site's registration forms, order forms require you to give us personal information (like your name, address and email address). If you are ordering tickets, you will be asked to provide financial information (like your account or credit card numbers).

How We Use Personal Information

Your personal information is used by us to contact you by post, phone or by email when necessary in connection with transactions entered into by you on the Site.

From time to time the Beumaris Festival may contact you by post or by email with information regarding the next Festival. If you do not wish to be contacted by the Beumaris Festival please contact the Beumaris Festival via the boxoffice@beumarisfestival.com email address.

Third Parties

Your personal information will not be shared with any third party.

How We Use Financial Information

Financial information that is collected is used to authorise payment and bill you for event tickets. When you make a purchase on the Site, your consent is given to provide your financial or personal information to those third parties necessary to process your transactions with us, such as credit card companies. This includes exchanging information with other companies and organisations for fraud protection and credit risk reduction. Except as provided above, we will not share financial information with third parties without your prior consent.

Disclosure of Your Personal Information and Financial Information in Compliance with Laws

You should be aware that we may release your personal information or financial information when we believe it is necessary to comply with laws or regulations, to assist law enforcement, to enforce the terms under which you transacted with the Beumaris Festival, or to protect the rights, property or safety of the Beumaris Festival, users of the Site or others.

Our Security Precautions This Site has security measures in place to protect the loss, misuse and alteration of the information under our control. We use 128 bit industry standard Secure Server Software (SSL) for your transactions with us. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read as the information travels over the Internet.

If you have any questions or concerns about this privacy statement, you can contact us at boxoffice@beumarisfestival.com.