



## “Yeovil Celebrates...” 27<sup>th</sup> and 28<sup>th</sup> May 2023

### Event Terms and Conditions of Entry

These are the Terms and Conditions for “Yeovil Celebrates...” event at Yeovil Recreation Centre on 27<sup>th</sup> and 28<sup>th</sup> May 2023.

#### Definitions

“**Event**” means “Yeovil Celebrates...” event;

“**Event Rules**” means all rules which apply in connection with the Event in addition to these Terms and Conditions which are either communicated by us or on our behalf in writing, online or otherwise in advance of the Event or displayed at the Event site;

“the **Promoter**”, “**we**”, “**us**” and “**our**” means Yeovil Town Council and any associated promoter(s) of the Event;

“**Venue**” means Yeovil Recreation Centre; and

“**you**”, “**your**”, and “**guests**” means you as the visitor to/participant of the event.

#### Status of Terms and Conditions

1. The Promoter reserves the right to vary these Terms and Conditions from time to time without notice and at our sole discretion. Updates will be published on the Event organiser’s website [www.yeovil.gov.uk](http://www.yeovil.gov.uk).

2. In the instance of a breach of any of the Terms and Conditions, the Promoter reserves the right to refuse entry to or be ejected from the event.

## **Age Policy**

1. Any person aged under 18 must be accompanied by their parent/guardian.
2. Anyone aged 18+ may be asked to provide ID and may enter the festival unaccompanied. We do not accept any parental or guardian duty for any person attending the Event.
3. We accept the following forms of ID: Valid Photo Driving Licence, Valid Provisional Photo Driving Licence, Valid Passport, Valid PASS card from the National Proof of Age Standards Scheme (this is the best form of ID to bring if you don't want to bring a valuable document). ID must be original. No copies or photos will be accepted. We reserve the right to refuse admission if, in our opinion (including that of any third parties instructed by us) there is any doubt that the visitor/participant is under the applicable entry age requirement.
4. We and our suppliers operate a strict Challenge 25 policy across all bars at the Event and valid ID is required to buy and drink alcohol.
5. Anyone under the age of 18 caught drinking or in the possession of alcohol will have the alcohol confiscated and may be ejected from the Event.

6. Anyone over the age of 18 caught buying alcohol for someone under the age of 18 will be ejected (together with, at our discretion, anyone in the same party) from the Event.

## **Entry Policy**

1. All visitors and participants must consent to a security search of persons, clothing, bags and any other items deemed necessary both at the entrance gates to the Venue, and generally during the course of the Event. Refusal to consent to such searches will result in the non-consenting visitors/participants being denied entry.
2. Prohibited items or any items that the Promoter or third parties acting on its behalf (such as security) deem to be either; a risk to the safety, security or enjoyment of others; unsuitable to be taken to the Event; or, may be used in an illegal or offensive manner (regardless of whether or not the item itself is illegal) are not permitted to be taken into the Venue. In certain circumstances, entirely at our discretion, we may allow you to dispose of such items in order that you may be admitted to the Event. In such circumstances, the items will be disposed of in any matter we think appropriate and you may not be entitled to recover such item at a later time.
3. Visitors/participants may be ejected if found in possession of prohibited items inside the Venue. Prohibited items include but are not limited to:

- Drugs / Controlled / Psychoactive Substances – illegal drugs, Nitros Oxide, ‘Legal Highs’ or any associated paraphernalia;
  - Weapons (or anything that could be considered a weapon in our opinion or that of our third-party suppliers);
  - Animals (except registered assistance dogs);
  - Bicycles, roller-skates, skateboards, scooters, personal motorised or non-motorised vehicles, except for wheelchairs;
  - Items considered to be dangerous or inappropriate in a festival environment, including, but not limited to; glass in any form, spray cans, gas canisters or compressed gas in any container, fireworks, flares, candles, smoke canisters, chinese lanterns, camp-fires, explosives, firearms, knives or blades, replica weapons of any sort, klaxons, airhorns, laser devices, remote controlled drones.
4. Moshing, crowd surfing, climbing on Event structures or existing park landscape and anti-social behaviour of any sort is not permitted.
5. If you are refused entry to the Event, or have been previously ejected, you may not re-enter the event.

## **Filming, Photography & CCTV**

1. Unauthorised photography, video, audio recording and transmission of the Event, the performers and the performance for professional purposes or financial gain is strictly forbidden.
2. Professional audio and imaging equipment are not permitted to be brought to the Event.
3. Visitors/participants consent to being photographed, filmed and sound recorded as an audience without payment, and to their image being exploited in any and all media for any purpose at any time throughout the world by the Promoters who shall own the copyright in all such recordings. If you attend the Event with a child under 18 you give the foregoing your express consent on their behalf. All personal data will be processed in accordance with our [Privacy Policy](#).
4. CCTV and body worn cameras will be in operation across parts of the Venue. Images are recorded for the prevention of crime and disorder. If requested, images will be passed directly to the Police.

### **Trading & Commercial Activity**

Only those specifically authorised by the Promoters to undertake trading, marketing or commercial activity at the Event may do so.

### **COVID-19**

In light of the ever-changing situation relating to the Covid-19 pandemic, we will update our website with any Covid-19 related

terms and conditions and guidance on an ongoing basis. Please check our website closer to the Event. We reserve the right at our absolute discretion and without compensation to amend these Terms and Conditions and our Event Rules from time to time in order to ensure that the Event complies with all applicable laws, regulations, rules, orders, guidance (whether or not having the force of law) and any other requirements relating to Covid-19 issued by the UK Government or any other competent authority. Such measures may include, without limitation, wearing of face masks, social distancing measures, proof of Covid-19 status.

### **Further Information**

1. The Event is subject to licence.
2. The Promoter reserves the right to refuse you entry to and/or eject you from the Event. In particular but without limitation you may be refused admission to or removed from the Event for any of the following reasons: 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; and if you breach these Terms and Conditions.

3. If before or during the Event you have a complaint in relation to the Event, please contact the Promoter or a steward promptly since complaints are very difficult to deal with after the Event.
4. You must comply with any and all instructions given to you by the Promoter and/or stewards and staff at the Event.
5. Whilst every effort is made to ensure that the full, advertised billed performances take place, the Promoter reserves the right to change the published bill and/or running times without notification. This includes, but is not limited to, artists and billed attractions.
6. Any published start and finish times of a performance at an Event are estimates only and are subject to change. The Promoter shall not be liable for any change of a published start or finish time. It is your responsibility to make appropriate arrangements to ensure that you arrive at the Event in sufficient time (taking into account time required for queuing and searching to enter the Event) in case the Event or the performance you wish to see starts earlier than the published time or otherwise to ensure you are able to stay until the close of the Event or performance should you wish to if it overruns. We will not be responsible to meet the costs of any alternative travel arrangements or for any loss of enjoyment or other indirect loss as a result of an Event not running to the precise advertised times or for your late arrival at the Event.

7. There will be no admission to the Event before the designated opening times on any day of the Event.
8. All guests/visitors are asked to observe and comply with safety advice, site signage and 'No Smoking' areas. In accordance with Smoke-Free Regulations, gazebos and other areas of the Event under canvas are designated 'No Smoking' areas. Normal statutory rules and regulations apply and should be observed at the Event and failure to do so may result in ejection from the Event.
9. You shall not bring into the Event or display or distribute (whether for free or not) at the Event any sponsorship, promotional or marketing materials.
10. Access to the stage viewing area within the Event is subject to capacity and the Promoter accepts no liability if you are unable to attend a specific performance due to the area being at maximum capacity.
11. The organisers reserve the right to implement any restrictions/conditions deemed necessary before and during the Event to ensure the safe management of the celebration site. You must at all times comply with any and all instructions given to you by Event staff and stewards. The Event takes place outdoors on a greenfield site which may be uneven in places and conditions underfoot may be affected by weather and heavy footfall. You should take reasonable precautions to avoid suffering injury, including, without limitation, wearing



sensible shoes and taking care in areas where ground is uneven or has been affected by adverse weather.

12. Flashing lighting, lasers and smoke / haze effects and other special effects may be used in some performances.
13. Visitors/participants accept that exposure to loud music over periods of time can cause damage to hearing. It is the visitor/participants responsibility to ensure that they protect themselves from such exposure if so required.
14. The Event is an outdoor event. Please wear suitable clothing and footwear.
15. The Promoter will not accept responsibility for any damage or loss of personal items at the Event.

### **Access Requirements**

1. If you have access requirements please contact us as far in advance of the Event as possible. If you have not notified the Promoter of your access requirements in advance we cannot guarantee that we will be able to cater to your needs though we will use reasonable endeavours to do so.

### **Liability**

1. You agree that the Promoter, its servants or agents will not be liable to you for any loss, injury or damage to any person (including you) or property however caused (including by the Promoter or its servants or agents) in any circumstances

unless due to the negligence or wilfull or malicious act of the Promoter, its servants or agents.

2. You agree that the Promoter shall not be liable to you for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with the Event and/or our obligations under these Terms and Conditions including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity, or loss of publicity or loss of reputation, or opportunity to enhance reputation, or loss of contract or other economic or consequential loss arising from the performance (or any failure to perform) these Terms and Conditions.
3. The Promoter will not have any liability to you whatsoever for loss or expenses incurred in connection with the Event or any cancellation of the Event, including, without limitation, costs of any personal travel, accommodation or hospitality arrangements made relating to the Event or the cancellation of the Event.

## **General**

1. 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.
2. 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. 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.

3. These Terms and Conditions (including updates provided via our website) together with the entry terms and conditions and constitute the entire agreement between the parties in connection with 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.
4. These Terms and Conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.