

TERMS AND CONDITIONS

These are the Terms and Conditions of Southampton Film Expo Ltd and any booking shall be subject to these Terms and Conditions.

<p>1) Definitions In these Conditions: 'Service Provider' - means Southampton Film Expo Ltd, whose registered office is 11 Bassett Meadow, Bassett, Southampton, SO16 7DY. 'You/Your' - means any person or persons, firm or company (including his or her servants, contractors or agents). 'Contract' - means the contract entered into between the Service Provider and You of which these terms and conditions form part. 'Event' the Film Expo South in 2016 'Venue' - means the site where the exhibition or event will be held. 'Website' - means the websites operated by or on behalf of the Service Provider for the exhibition</p> <p>2) Tickets The Service Provider is selling tickets to the Event to You. The quantity of the tickets available for sale will vary on availability. The tickets are sold on a first come, first served basis. To purchase tickets from Service Provider You must be over 16 years old or over and have a valid credit/debit card in your name or firm/company. Also to purchase tickets you must be available to attend the Event.</p> <p>3.1) Payment You shall pay the total cost of the ticket(s), according to the payment terms as follows.</p> <p>3.2) Payment can be made via the Your debit or credit card. The Service Provider accepts Visa, American Express and Mastercard debit/credit cards and it does not accept any other card(s) including but not limited to Diners International cards.</p> <p>3.3) Once payment has been received and cleared the ticket(s) will be issued. Ticket(s) will be issued directly via the Service Providers Website.</p> <p>3.4) Service Provider will try to ensure that all prices on its Website are accurate, but errors may occur. If Service Provider discovers an error in the price of the ticket(s) You have ordered, Service Provider will inform You as soon as possible via the email address You provided. Then Service Provider will give you the option of reconfirming Your ticket(s) order at the correct price (and credit or debit Your account, if applicable) or cancel Your ticket(s) order. If Service Provider is unable to contact You (via the email address You provided), You agree that Service Provider may treat the ticket(s) order as cancelled. If You choose to cancel after You have already paid the incorrect price, You will receive a full refund from Service Provider subject to clause 4.1.</p> <p>3.5) Any ticket(s) You purchase from Service Provider remains the property of the Service Provider and is a personal revocable license which may be withdrawn and admission refused at any time.</p> <p>3.6) When You receive your ticket(s), please keep them in a safe place. Service Provider will not be responsible for any tickets that are lost, damaged or stolen.</p> <p>3.7) It is Your responsibility to check your tickets mistakes cannot always be rectified.</p> <p>4) Cancellations and Rescheduling 4.1) If you have purchased a ticket(s), You may cancel Your transaction within fourteen (14) calendar days of the day of purchase ("Cancellation Period"), unless you have purchased the ticket(s) during the fourteen (14) calendar days immediately before the Event, in which case You will have agreed and acknowledged that your right to cancel will be lost. 4.2) In order to cancel during the Cancellation Period you must notify the Service Provider via email with the heading "Cancellation". Service Provider will offer You a refund of the sale price of the ticket(s) but excluding any handling fee charge.</p>	<p>4.5) Service Provider regrets that, unless clauses 4.1, 4.2, 4.3 or 4.4 apply, tickets cannot be refunded after purchase. This clause 4 does not affect your statutory rights as a consumer. For further information about your statutory rights contact Citizens Advice.</p> <p>5.1) Indemnity You shall indemnify and keep the Service Provider, its employees, servants or agents indemnified against (a) any loss of or damage to any property, (b) all claims, costs, proceedings, losses, damages, expenses, reasonable legal costs, liabilities and demands of third parties (including their servants, contractors, invitees and agents) in respect of personal injuries or loss of or damage to property caused or occasioned by the You, Your servants or agents arising out of or in consequence of Your activity. You shall accept all risks of every kind whatsoever in respect of personal injuries to Yourself, You servants or agents or of loss or damage to any of Your property or property in Your custody, care and control, and the Service Provider shall be under no liability in respect of any such risk. You shall make good any damage done by you, your servants or agents to the Venue or property owned by the Service Provider. Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by You are at Your own risk. The Service Provider shall not be liable to You for any wasted expenditure or loss of enjoyment.</p> <p>5.2) Service Provider will not be liable for any loss, injury or damage to any person (including Your property howsoever caused: (a) in any circumstances where there is no breach of a legal duty of care owed by Service Provider or the Venue; (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury resulting from Service Provider's negligence); or (c) to the extent that any increase in any loss or damage results from breach by You of any of the terms of this Terms and Conditions of or Your negligence. Nothing in this clause seeks to exclude or limit Service Provider's liability for death or personal injury caused by Service Provider's proven negligence, fraud or other type of liability which cannot by law be excluded or limited.</p> <p>6) Security and Insurance You are solely responsible for the security of you own person and belongings in the Venue and will have in place full insurance cover in respect of loss, damage, injury or liability.</p> <p>7) Fire Regulations You must comply with the regulations of the local authority, and must adhere to any fire regulations prescribed by the Venue.</p> <p>8) Frustration The Service Provider shall, by giving written notice to You, be entitled to vary this Contract without liability in the event that the performance thereof is prevented or interfered with directly or indirectly by or in consequence of an act of God, war, riot, strike, labour disturbance, strike/ industrial dispute, fire, flood, terrorism, explosion, shortage of material or labour or any cause beyond the control of the Service Provider.</p> <p>9) Variation of Term and Conditions The Service Provider reserves the right to alter, add to or amend any of these Terms and Conditions, or to reassign the contract in the interests of the contracted work. Should any questions arise, whether provided for in these Terms and Conditions or not, the decision of the Service Provider shall be final. No alteration, addition, amendment or waiver to or of these Terms and Conditions shall operate to release to You from this Contract. If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.</p>	<p>13.1) When purchasing ticket(s) from Service Provider, You are limited to a specified number of tickets for the Event. This number is included on the first purchase page and is verified with every transaction. This policy is in effect to discourage unfair ticket buying practices. Tickets may be restricted to a maximum number per person, per credit card and/or, per household, if applicable, for this Event. Service Provider reserve the right to cancel ticket(s) purchased in excess of this number without prior notice to You.</p> <p>13.2) Ticket(s) are sold to You subject to certain restrictions on entry or use. It is Your responsibility to ensure that You read all notifications displayed on Service Provider's Website.</p> <p>13.3) You may not resell or transfer Your tickets. Any resale or transfer (or attempted resale or transfer) of a ticket in breach of the applicable law or restrictions imposed by Service Provider is grounds for seizure or cancellation of that ticket without refund or other compensation. Service Provider in addition reserves the right to pursue You in a court of law for such breach of law or restriction.</p> <p>13.4) For the avoidance of doubt a ticket(s) shall not be used for advertising, promotions, contests, competitions or sweepstakes, unless formal written permission is given by Service Provider, provided that even if such consent is obtained, use of Service Provider's intellectual property is subject to Service Provider's prior written consent.</p> <p>13.5) Service Provider reserves the right to cancel any purchase of ticket(s) which its reasonably suspects has been made fraudulently or was obtained via software including but not limited to spider, robot or automated computer device or any illegal or unauthorised activity. In such instance no refunds will be made and Service Provider reserves the right to inform the Police.</p> <p>13.6) The Service Provider and Venue reserves the right to refuse admission should You breach any terms and conditions of the Event or the Venue. The Venue may on occasions have to conduct security searches to ensure the safety of You and the patrons.</p> <p>13.7) Every effort to admit latecomers will be made, but admission cannot always be guaranteed.</p> <p>13.8) Laser pens, dogs (except guide dogs) and a patron's own food and drink will be prohibited at the Venue.</p> <p>14) Interest The Service Provider reserves the right to charge interest on any amount paid late at the rate of 2% above the base rate of Barclays Bank Plc accruing from day to day (including the day on which payment was due) both before and after judgment.</p> <p>15) If You have any queries or complaints regarding Your ticket(s) purchase, please contact the Service Provider, quoting Your order number given to You at the conclusion of placing the order. You may contact us via email: info@filmexposouth.co.uk with the title "Complaint". Service Provider will endeavour to reply to your query within seven (7) working days</p>
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<p>4.3) It is Your responsibility to ascertain whether the Event has been cancelled and the date and time of any rearranged Event. If the Event is cancelled or rescheduled, Service Provider will use reasonable endeavours to notify You of the cancellation. Service Provider does not guarantee that You will be informed of such cancellation before the date of the Event.</p> <p>4.4) Please note that advertised start times of the Event is subject to change. Service Provider has the right to make reasonable alterations or vary the programme without being obliged to refund monies or exchange tickets.</p> <p>4.5) If an event is cancelled (and not rescheduled), You will be offered a refund of the sale price of your ticket(s), including the relevant per ticket service charge but excluding the handling fee.</p> <p>4.4) If the Event is rescheduled, You will be offered ticket(s) to the rescheduled Event (subject to availability) of a value corresponding with your original ticket(s). If You are unable to attend the rescheduled Event, You will be offered a refund of the sale price of Your ticket(s) including the relevant per ticket service charge but excluding the handling fee. You must inform Service Provider via email at info@filmexposouth.co.uk within the time specified by Service Provider if You are unable to attend the rescheduled Event, otherwise Service Provider may reconfirm Your booking for the rescheduled Event date and You will not be entitled to claim a refund.</p>	<p>10) Governing Law This Contract shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.</p> <p>11) Third Parties The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract and no person other than the parties to this Contract shall have any rights under it nor shall it be enforceable under that Act by a person other than the parties to it.</p> <p>12.1) Health & Safety You must comply with the Health & Safety at Work Act 1974, and any regulations made thereunder, it is expected that You shall not impact upon the safe working practices of Southampton Film Expo Ltd. The Venue terms and conditions and health and safety regulations will apply and may be available at the Venue.</p> <p>12.2) By purchasing a ticket(s) and or entering the Venue, You consent to being filmed and sound recording being made of Your person as members of the audience. The film and sound recording may be used for press/promo and other marketing uses at the sole discretion of the Service Provider.</p> <p>12.3) Please note that prolonged exposure to noise at the Venue may damage Your hearing.</p> <p>12.4) Please note there may be special effects at the Event which may include, without limitation, audio visual, sound, pyrotechnic effects or lighting effects.</p>	
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