

TERMS OF SERVICE

OVERVIEW

This website is operated by Towcester Mill Brewery Ltd. Throughout the site, the terms “we”, “us” and “our” refer to Towcester Mill Brewery Ltd. Towcester Mill Brewery Ltd offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Towcester Mill Brewery Ltd, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Towcester Mill Brewery Ltd and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Chantry Lane, Towcester, NTH, NN12 6YY, United Kingdom.

SECTION 19 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 – MEMBERSHIP TERMS

1. You must be at least 18 years of age or over to become a member.
2. Membership fees are as per the fees indicated in the online membership application form and entitles the card holder/s to the following on presentation of their card/s:
 - a. 10% discount on own purchases of draught ales and cider to be solely consumed in the Towcester Mill Tap room or garden. Drinks bought for 2nd, 3rd or 4th parties do not attract discount.
 - b. 10% discount also applies to all purchases of beer only bought in the Brewery Shop on the production of a valid membership card.
 - c. New members are entitled to a free polo shirt and a brewery tour voucher for 2.
 - d. Members are entitlement to a minimum of three FREE membership evenings during the year, dates for which are communicated to members by email and/or via the online members portal.
6. Members understand that availability of free beer and food during members events is available whilst stocks last or between the timeline as dictated for each individual event.
7. Payment for new and renewing memberships are via the online membership system only using PayPal account or a valid credit card.
8. Members understand that all these benefits are valid on the basis that they conduct themselves in a manner that is befitting, and that bad behaviour, drunkenness or actions that call in to contention, the good name and reputation of Towcester Mill Brewery Ltd may, at the discretion of the management, cause their membership to be suspended or invalidated permanently if so called upon by a senior officer of Towcester Mill Brewery Ltd.

SECTION 21 – EVENTS TERMS

"Event" means an entertainment event including, without limitation, a concert, exhibition, sports, theatrical and/or music event to be held at a Venue in respect of which We have the right to sell You Tickets.

"Tickets" means tickets or other types of evidence (including electronic tickets) for an Event sold by Us to You on behalf of the organisation responsible for the Event for the right to occupy space at or to attend an Event.

"Venue" means any facilities or locations of any nature where the Event is being held.

"We" means Towcester Mill Brewery Ltd. "Us" and "Our" shall be read accordingly.

"You" means you or anybody who in Our reasonable opinion is acting with your authority or permission. "Your" shall be read accordingly.

"Promoter" means the person firm or company staging the Event if different from Us and the Venue.

"Group" means group organisers, charities, travel and coach companies or other organisations that We have agreed to sell to knowing that the Tickets are intended for resale.

2. Incorporation

These Terms and Conditions incorporate and should be read in accordance with the Venue and/or Promoter terms, conditions and regulations, copies of which are available upon request from the Venue. In the event of any inconsistency between the terms in relation to Venue or Event requirements, those of the Promoter shall prevail. If no Promoter, those of the Venue shall prevail.

3. Tickets

All Tickets are sold subject to availability and to these Terms and Conditions. These Terms and Conditions should be read carefully prior to purchase and any queries relating to them should be raised with us prior to purchase as purchase of Tickets constitutes acceptance of these Terms and Conditions

We confirm that We are authorised to sell Tickets.

A valid Ticket must be produced to get into an Event. Removing any part of, altering or defacing the Ticket may invalidate Your Ticket.

It is Your responsibility to check Your Tickets as if you have made a mistake they cannot always be rectified after purchase. Please check your Tickets on receipt carefully and contact us immediately if there is a mistake.

We will not be responsible for any Ticket that is lost, stolen or destroyed. It is not always possible to issue duplicate tickets, for example but not limited to non-seated events where there is a possibility of both the original and duplicate tickets being used, compromising the licensed capacity of the venue. Duplicates may therefore be issued at the discretion of the Promoter or the Venue acting reasonably. In the event of duplicates being issued, a reasonable administration charge may be levied.

We and the Promoter reserve the right to provide alternative seats at an Event to those specified on the Ticket should the staging of the Event so reasonably require, provided they are of no less value to that stated on the Ticket.

Where a concession is claimed, proof of identity and concession entitlement (for example of age or student status) may be required.

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, trade marks, logos and/or intellectual property appearing on the Ticket.

4. Price and payment

The price of the Ticket shall be the price set at the time We accept Your order. All prices set are inclusive of any applicable taxes, booking fees and collection. Any hardcopy delivery fees are extra. No order will be accepted until We have received full payment.

5. Delivery

Tickets will only be delivered to the billing address of the debit/credit card holder by special arrangement only. Otherwise all tickets are available online at the time of booking.

If Tickets that are dispatched Royal Mail ordinary post, special delivery or registered post are returned to Us at "addressee unknown" We reserve the right to cancel Your booking and make a refund of the Ticket price only.

We reserve the right to make Tickets available for collection at the Venue box office. You will be notified by telephone, email or in writing of the arrangements for collection (using the details provided at the time of ordering) if this becomes necessary. Where there is not enough time to deliver Tickets, You will be told at the point of purchase the arrangements for collection of Your tickets. Where you are collecting your tickets from Us, in person, there will be no charge made for this service.

If You are 'collecting Your Tickets from the Venue box office, You must have Your acknowledgement of order and the credit/debit card used to make the order with You. You will be able to collect Your Tickets [to be inserted by Ticket seller] hour[s] prior to the start of the Event.

6. Changes to Event

Where reasonably necessary, the organiser of the Event and/or the Venue reserves the right to make alterations to the published Event programme.

7. Refunds/exchanges

Except where We offer an applicable Ticket exchange or resale facility, Tickets cannot be exchanged or refunded after purchase unless the performance is cancelled or rescheduled (subject to below) or where there is a material change to the programme of Event. Where an Event is cancelled or rescheduled (subject to below) by the Venue or Promoter, where an Event is cancelled or rescheduled due to circumstances beyond Our control, or where there is a material change to the programme of the Event, You will be entitled to claim a refund from Us in accordance with this clause.

A 'material' change is a change which, in Our reasonable opinion, makes the Event materially different to the Event that purchasers of the Ticket, taken generally, could reasonably expect. The use of understudies in a theatre performance shall not be a material change.

Where an outdoor Event is cancelled or curtailed because of adverse weather, We shall not be liable to make any refund or pay any compensation beyond the refunds that may be payable under the Venue's or Promoter's rules.

Where such a refund is sought You must bring this to Our attention as soon as possible upon becoming aware of such change and, where the Event has been rescheduled, prior to the rescheduled Event. The refund for Tickets equals 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, enclosing Your complete unused Tickets, if received, promptly (e.g. within 3 months from the date of the Event).

Refunds shall only be made to the person who purchased the Tickets and, when possible, be made using the same method as was used to purchase the Tickets except, at Our discretion, where payment was made by cash.

These Terms and Conditions do not and shall not affect your statutory rights as a consumer. For further information about your statutory rights contact Citizens Advice, Consumer Direct (<http://www.consumerdirect.gov.uk/>) or the Department for Business Enterprise & Regulatory Reform

8. Liability

Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by You are at your own risk. Liability for the cancellation or rescheduling of an Event, or for material changes to an Event, will be limited to the refund as set forth in Section 7.

Neither We nor the Venue nor the Promoter will be responsible for any loss, theft or damage of Your personal belongings, other than caused as a result of Our negligence or that of the Venue or the Promoter or other breach of statutory duty.

9. Cancelled/re-scheduled Events

It is Your responsibility to ascertain whether an Event has been cancelled or re-scheduled and the date and time of any re-scheduled Event. Where an Event is cancelled or re-scheduled, We will use Our reasonable endeavours to notify You using the details You provided Us with at the time of ordering. We do not guarantee that You will be informed of such cancellation before the date of the Event.

It is Your responsibility to inform Us of any change to the contact address, telephone number or email address You provide Us with at the time of ordering.

10. Resale/use of Tickets and property

You may not re-sell or transfer a Ticket if prohibited by law. In addition, re-sales or transfers of Tickets may be prohibited for certain events subject to the specific terms and conditions of those events (for example but not exclusively limited to charity events or events where age restrictions may apply because of content of the entertainment or licensing requirements. You may not re-sell or transfer a Ticket if you are selling or transferring the Ticket in the course of business. You are deemed to be selling or transferring in the course of business where we reasonably believe you to be doing so.

Circumstances where We may consider that a Ticket is being resold in the course of business include:

1) Where a Ticket is sold or advertised for sale for profit (as defined below) through any medium not authorised by Us, including through unauthorised online auction or other websites. Such a sale will be assessed in the light of the factors set out at 2 & 3 below.

2) Where a single Ticket reseller frequently advertises or offers tickets for resale for the same event or multiple events.

3) Where we reasonably consider that a Ticket offered for resale has originally been purchased with the specific intention of offering it for resale for profit and with no intention for the original purchaser or a friend or associate of the purchaser to make use of the Ticket by attending the event.

4) Where we offer an authorised exchange, return or resales facility, a Ticket offered for resale for profit more than fourteen days before the event takes place and through sales channels that have not been authorised by Us will automatically be considered to be a business transaction. Such a sale will be assessed in light of factors set out at 2 & 3 above. If a ticket is offered for resale for profit less than fourteen days before the event takes place then We may determine whether We consider this to be a business transaction by taking other factors into consideration including:

a. The number of tickets being offered for sale by the ticket reseller.

b. Any evidence that You or someone for whom You have bought the ticket can provide regarding the fact that he/she cannot attend the event for genuine reasons.

c. Whether a third party business (such as an online auction site or other such ticket resale facilitator) not authorised by Us will benefit financially by way of commission or other fee from facilitating the resale of the ticket, particularly if that financial benefit varies according to the price paid for the resold ticket.

Re-selling a Ticket for profit means any re-sale that seeks a price that is higher than the face value of the ticket and the relevant booking fee and/or handling fee (if any) that You paid for the Ticket.

Where a Ticket is offered for resale in line with these terms and conditions, you must provide to the buyer full details of the ticket. Full details include, if printed on the ticket, the block or tier, row and seat number as well as the name of the original supplier and any booking reference number. Buyers must also be made aware of these terms and conditions and any other terms and conditions that are specific to the event. You should check whether any special terms apply before offering a free Ticket for resale. Free tickets are often provided for specific reasons limiting their transferability.

12. Void Tickets

Any Ticket obtained in breach of these Terms and Conditions shall be void and all, rights conferred or evidenced by such Ticket shall be void. Any person seeking to use such a void Ticket in order to gain or provide entry to an Event may be considered to be a trespasser and may be liable to be ejected and liable to legal action.

Void Tickets are non-refundable.

13 Restrictions on the purchase of tickets

Tickets may be restricted to a maximum number. Any such restriction shall be notified to You at the time You book the Tickets. We reserve the right to cancel Tickets purchased in excess of this number and without the Agent's agreement, without prior notice unless the purchase of an excess was due to Our error.

14. Conditions of Admission

The management of the Venue reserves the right to refuse Ticket holders admission to the Venue in reasonable circumstances including for health and safety, licensing reasons or where a Ticket is void.

The management of the Venue also reserves the right to request that Ticket holders leave the Venue at any point on reasonable grounds and may take any appropriate action to enforce this right. By way of example, the Venue may remove a Ticket holder who:

1) has behaved in the Venue in a manner which, in the reasonable opinion of the Venue has, or is likely to affect the enjoyment of other visitors; or

2) uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; or

3) in the reasonable opinion of the Venue is acting under the influence of alcohol or drugs; or

4) fails, when required, to produce proof of identity or age.

You must comply with instructions and directions given by Venue staff and stewards.

No refunds will be given to Ticket holders who are refused entry or ejected due to their own behaviour as suggested in, but not limited to, the examples above.

15. Restrictions and prohibitions

The use of equipment for recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data inside any Venue is strictly forbidden. Unauthorised recordings, tapes, films or similar items may be confiscated and destroyed. Any recording made of an Event in breach of these conditions shall belong to the Promoter. The Promoter and Venue will not be liable for any loss, theft or damage to confiscated items.

By attending an Event, Ticket holders consent to filming and sound recording of themselves as members of the audience. The Promoter may use such films and recordings (including any copies) without payment.

Ticket holders shall not bring into the Venue or display or distribute (whether for free or not) at the Event any sponsorship, promotional or marketing material's.

Mobile telephones and messaging equipment must be switched off during the Event.

Alcohol may only be consumed in public bars and other authorised areas. Smoking or vaping is not permitted unless within a designated smoking Area (if any).

The following are not permitted within any Venue:

- 1) animals (with the exception of guide dogs);
- 2) laser pens
- 3) Your own food and drink (unless permitted by the Venue);
- 4) bottles, cans or glass containers (unless permitted by the Venue);
- 5) any item which may be interpreted as a potential weapon including sharp or pointed objects (e.g. knives);and
- 6) illegal substances.

The management of the Venue reserves the right to conduct security searches from time to time and confiscate any item which, in the reasonable opinion of the management of the Venue, may cause danger or disruption to other members of the audience or the Event or is one of the items not permitted in the Venue as listed above.

Every effort shall be made to admit latecomers to Events at a suitable break in the Event, which may be the interval, but late admission cannot be guaranteed.

Ticket holders may only leave and re-enter the Venue during an Event at the discretion of the management of the Venue. Otherwise, there will be no re-admission or pass-outs of any kind.

The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to stands or seats for which You do not hold a Ticket is strictly forbidden.

16. Health and Safety

Ticket holders must comply with all relevant statutes, safety announcements and Venue regulations whilst attending the Event.

If Ticket holders have any special requirements or concerns about any special effects which may be featured at the Event, prior notice should be provided when ordering Tickets. Special effects may include, without limitation, sound, audio visual, pyrotechnic effects or lighting effects.

17. Dispute Resolution

If any dispute arises out of these Terms and Conditions, We will attempt to settle it. To this end We shall use Our reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to both parties.

18. Waiver

If We delay or fail to enforce any of these Terms and Conditions It shall not mean that We have waived our right to do so.

19. Assignment

We shall be entitled to assign any of Our rights and obligations under these Terms and Conditions provided that Your rights are not adversely affected.

20. Severability

If it is found by a Court that any of these Terms and Conditions for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply.

21. Third Parties

Any person, other than the Venue or Promoter, 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. The Act can give rights under some contracts to third parties who are not parties to those contracts but in this case only We, the Venue, the Promoter and You (or your assignees permitted hereby) have rights and obligations under this contract.

22. Force Majeure

For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond Our control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments. We 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. This Clause does not affect the terms of Clause 7.

23. Amendments and variations

We intend to rely on the written terms set out here in this document as well as the written terms and conditions of the Venue and the Promoter. You should read the terms and conditions carefully before entering into the contract to ensure that they contain everything that You consider has been agreed. If they do not then you should speak to any member of staff.

After the contract has been made, these Terms and Conditions cannot be varied or amended in any respect unless both You and We agree and it is preferable that this is in writing).

24. No Partnership or Agency

Nothing in these Terms and Conditions and no action taken by You or Us 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 relationship between You and Us beyond the relationship created under these Terms and Conditions..

25. Entire agreement

These Terms and Conditions, and the terms and conditions of the Venue and the Promoter and any specially agreed terms constitute the entire agreement between the parties in connection to, its subject matter and supersede any previous terms and conditions, agreement or arrangement between the parties.

Each of the parties agrees that it has not entered into these Terms and Conditions in reliance on, and shall have no remedy in respect of, any statement, representation, covenant, warranty, undertaking or indemnity (whether negligently or innocently made) by any person (whether party to these Terms of Conditions or not)-other than as expressly set out in these Terms and Conditions. Nothing in this clause shall operate to limit or exclude any liability for fraud.

26. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in all respects in accordance with (English/Scottish/Northern Ireland) law and the parties agree to submit to the exclusive jurisdiction of English courts.

SECTION - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@towcestermillbrewery.co.uk.