

# BOOKING TERMS & CONDITIONS

1.

## **DEFINITIONS AND INTERPRITATIONS**

"LIMITLESS"

The national youth ministry of Elim Churches, their staff and volunteers working on their behalf. Including the names Limitless Festival, Event Leadership Team & Limitless Events

### "EFGA"

Elim Foursquare Gospel Alliance. The legal charity name of Elim Churches. Their staff and volunteers working on their behalf

### "The Booker"

Any company, charity, church, youth leader, group leader or person ordering tickets, extras or any other item adding to their attendance at the event, their staff, volunteers and young people

### "Booking System"

The online computer system that handles all ticket bookings. Solidrock Technology Limited, Duke Studios, 3 Sheaf Street, Leeds. LS10 1HD

### "The Card Handler"

The online computer system that handles all card transactions and fees.

Stripe Payments Europe, Limited The One Building, 1 Grand Canal Street Lower, Dublin 2, Co. Dublin. Ireland Your ticket remains the property of Limitless and is a personal revocable license which may be withdrawn and admission refused at any time upon refunding the printed purchase price. Any unacceptable behaviour likely to cause damage, nuisance or injury shall entitle Limitless or Staffordshire Showground to eject you from the event.

2. All booking fees shall be charged on top of the ticket cost and is payable at the time of booking. This fee does not come to Limitless and is handled by the bookings system operator and the card handler.

If paying on the door or paying by invoice, booking fees shall be added to the cost of the tickets and paid back to the bookings system operator.

- 3. Wristband passes will be available for collection on arrival at Limitless Festival. Where group bookings have been made, passes may only be collected by the group leader or other designated person. Passes will only be supplied in exchange of your tickets or a copy of your booking confirmation.
  - Bookings will stop at midnight on Monday 18<sup>th</sup>
     July 2022. All week delegates wishing to book in after this point must contact the Limitless
     Festival office to confirm spaces:
     events@limitlesselim.co.uk. Entry will not be permitted until full payment is made. Payable by credit/debit card only.
- 5. Electrical hook ups cannot be ordered after 1<sup>st</sup> July 2022. Any groups booking in after this point

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will not be eligible for a designated pitch with Electric supply included.

- 6. Electrical hook-ups are limited in number and provided on a first come first served basis.
- 7. People with genuine medical requirements for an electrical hook-up may be eligible for a 50% discount off the full price. Proof of condition will be required. This includes, but not confined too, Dr's letter & Proof of receipt of disability allowance.

All decisions to grant this discount are entirely at Limitless' discretion and their decision shall be final.

8. Day passes will be available from 4<sup>th</sup> July 2022 and will be available from the website and on the gate to Limitless Festival.

Availability for each day will be calculated after total bookings for full week attendees have been calculated.

Costs will be advertised on the website: <u>www.limitlessfestival.co.uk</u>

- 9. Ticket information can be edited at any time up to Monday 18<sup>th</sup> July 2022 by the booker through their member's portal on the booking system. https://events.solidrock.io/admin/profile
- 10. All ticket information for bookings must be entered by the booker by Monday 18<sup>th</sup> July 2022. Failure to enter all information requested may lead to the cancellation of your tickets. Tickets can be edited in your member area on the booking system.
  https://ovente.calidrock.io/admin/profile

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11. When a booking is made the booker assumes sole responsibility for the overall care, the proper behaviour, locations and the enforcement of curfews for all delegates (leaders and young people) in their group, including the travel arrangements throughout the weekend. Limitless, or any agent acting on their behalf, accepts no responsibility for any personal property, the general care, travel and accommodation arrangements for delegates except that which is implied by the aims of the event. All delegates agree to abide by and adhere to all Limitless Festival guidelines.

- **12.** Limitless reserves the right to cancel bookings which it reasonably suspects to have been made fraudulently.
- **13.** For information about your bookings, including people joining your group your group code, please go to

https://events.solidrock.io/admin/profile and select either "my bookings" or "groups I lead" from the menu on the left hand side. Alternatively, contact

events@limitlesselim.co.uk quoting your name, email address and the order number given to you at the conclusion of placing your order.

- IT IS YOUR RESPONSIBILITY TO CHECK YOUR BOOKING; mistakes cannot always be rectified at a later date.
- 15. It is the responsibility of the customer to inform Limitless of any change of address, contact phone number or email address after booking. Please note: Our preferred method of contact for delegates booking is by email. Care should be taken to provide a current, valid email address.
- 16. Once purchased all refunds are approved solely at the discretion of Limitless. However, Limitless shall not unreasonable deny any refund request. Should a ticket holder wish to seek a refund they should notify Limitless office,

events@limitlesselim.co.uk in writing immediately. The date of receipt will be the date on which any refunds are based. Please note that Limitless booking office will confirm they have received your request for cancellation. Should you not receive confirmation, this will mean that your email or letter has not been received and therefore you will not be entitled to any refund.

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Groups may wish to seek insurance cover for the excursion.

- **17.** Subject to point 16, all refunds made will be issued as follows:
  - a. Prior to 1st June 2022 100% an admin fee of £5 per ticket or £25 per booking, whichever amount is smaller.
  - **b.** After 1st June 2022 No refunds available

All booking fees (2%) and card handling fees (1.4% + 20p) are non-refundable.

- **18.** While Limitless try and ensure that all prices on our website are accurate, errors may occur. If Limitless discover an error in the price of tickets you have ordered, Limitless will inform you as soon as possible and give you the option of reconfirming your order at the correct price (and credit or debit your account as applicable) or cancelling your order. If Limitless is unable to contact you, you agree that Limitless may treat the order as cancelled. If you choose to cancel after you have already paid the incorrect ticket price for the tickets, you will receive a full refund.
- **19.** Paying through the online system is preferable, however, if you need to pay by bank transfer, please set up your order and proceed to the payment page.

At this point, email the Limitless Events Office to request an invoice with your email address and order number. <u>events@limitlesselim.co.uk</u>

20. If paying by bank transfer, payment must be made within 14 days of invoice.If payment is not made within 14 days of invoice, your order will be cancelled and your tickets released.

Limitless reserve the right to charge interest at the standard rate (currently 8% + Bank of England base rate) if invoices are not paid.

**21.** All tickets will be charged at the advertised rate on the date purchased. Any earlybird rate tickets

cannot be purchased after the rate deadline. (i.e. Booker purchases a ticket at the rate of £84 in January. In March a booker adds a ticket to their order. The new added ticket is £94 as the very earlybird deadline has elapsed.)

22. Should the event be cancelled due to unforeseen circumstances ticket holders will be offered tickets at a rescheduled event (subject to availability) up to the face value of the tickets minus booking fees or, if the ticket holder is unable to attend the rescheduled event or the event is not rescheduled, a refund.

Refunds for tickets purchased prior to the date of the original event will be given up to their face value minus any booking fees.

If only one day is cancelled, a partial refund may be payable corresponding to the day(s) cancelled.

In order to claim your refund, please apply in writing to the Limitless office

events@limitlesselim.co.uk and they shall send you a refund request form.

You must comply with any other reasonable instructions of Limitless.

For accounting purposes any claim must be received within 28 days from the date of the cancelled event (Or any other date Limitless deems fit. This will be no less than 28 days of notification of cancellation).

This does not affect your statutory rights. Please note, in the event of Limitless Festival being cancelled or postponed, Limitless cannot be held responsible for any costs incurred by the customer for travel, accommodation or any other related service.

- **23.** Limitless reserves the right to alter or vary the advertised programme due to events or circumstances beyond its reasonable control.
- **24.** The venue may on occasions have to conduct security searches to ensure the safety of our guests.
- **25.** Consent to photo and video publication: Images and video footage will be taken from the event

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and all delegates consent to their image being used by their attendance. Images may appear in our printed publications, on our website, or both. Child/children's names will not appear in the publications or on the website. Please note that websites can be seen throughout the world, and not just in the United Kingdom, where UK law applies.

- a. Conditions of use: We will not include details or full names of any person in an image on website, or in printed publications. We will not include personal e-mail/postal addresses/telephone/fax numbers on our website or in printed publications. We may use group images with very general labels, such as "youth enjoying social activities" or "young people at our event".
- **26.** Limitless accepts no responsibility for any personal property.
- 27. Limitless shall not have any further liability beyond the face value of the ticket purchased. This does not include the booking fee (2%). Limitless shall not be liable for any loss of enjoyment or wasted expenditure. Personal arrangements including travel, subsistence and accommodation relating to Limitless Festival which have been arranged by the booker are at the bookers own risk. You may wish to talk to an insurance broker to arrange cover for this eventuality.
- **28.** Deposits paid for Limitless Festival 2021 are non-refundable.
- **29.** Limitless Festival 2020 Bookers rolling over their tickets to 2021/2022 after event cancellation in 2020:

All tickets booked for either Limitless Festival 2020 or 2021 shall be fully valid for Limitless Festival 2022.

Bookers who purchased ticket to Limitless Festival 2020 and rolled over their booking to

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Limitless Festival, Elim International Centre, De Walden Road, West Malvern, WR14 4DF t: <u>01684 588943</u> e: <u>events@limitlesselim.co.uk</u> w: <u>www.limitlessfestival.co.uk</u> Elim Foursquare Gospel Alliance is a registered charity 251549 (England) and SC037754 (Scotland)

Limitless Festival 2021/2022 shall abide by these terms and conditions. A copy of which shall be emailed to all bookers.

# **30.** Limitless Festival 2020 "HOLD MY BOOKING" offer.

Further to these terms and conditions, guests utilising the "HOLD MY BOOKING" offer after the cancellation of Limitless Festival 2020 agree to the following:

- Any ticket entered into the system under this scheme before 11<sup>th</sup> March 2021 shall be held for Limitless Festival 2022.
- **b.** The booker will only qualify when for this offer if the booker has:
  - Paid in full at least 1 order for Limitless Festival 2022 before 7<sup>th</sup> April 2022.
  - Applied for a refund for their order for Limitless Festival 2020 before 1<sup>st</sup> August 2020.
- **c.** The booking shall be held as a pending order upon request from the booker, thus protecting their attendance at the event and protecting them from price increases until 7<sup>th</sup> April 2022
- d. The retained booking shall be an exact duplicate of the previous order.
   Any further tickets added to the booking will be at the current rate at the time of addition.
- e. The booker agrees to pay, in full for the held booking by 28<sup>th</sup> February 2022.

If full payment is not received, the order shall be cancelled and the booker shall be required to start a new booking, incurring any increased ticket costs. f. By taking up the offer and paying for the tickets the booker agrees to the terms and conditions as set out in this document in regard to their booking.

**31.** Limitless Festival "RESERVE TICKETS OFFER" This offer allows you to reserve your whole group's tickets for a fee. This is subject to the following terms:

- a. This offer is available from 7<sup>th</sup> August 2020 31<sup>st</sup> September 2020.
- Any ticket entered into the system under this scheme before 11<sup>th</sup> March 2021 shall be held for Limitless Festival 2022.
- c. Your deposit fee is non-refundable.
- **d.** Ticket prices will be calculated at the time of purchase.
- e. Estimated prices shown on the form do not include booking fees which will be charged in addition.
- f. Your estimated ticket requirement can be adjust at the time of payment.
- g. All tickets must be paid for IN FULL by 23:59 on 30<sup>th</sup> April 2022.
- h. If payment is not received in full by 23:59 on 30<sup>th</sup> April 2022, tickets will be released and deposit forfeited.
- i. To finalise your booking, email <u>events@limitlesselim.co.uk</u>
- **32.** Limitless Festival 2021 online registration discount offer

This offer allows you a discount to buy very

earlybird tickets at the 2021 rates subject to the following terms:

- To qualify, you must have registered a group for Limitless Festival 2021 Online.
- **b.** Discount codes are sent to guests by the end of August 2021.
- c. Discount Codes are able to be used for a maximum of 3 orders.
- d. Discount codes are valid until 28<sup>th</sup> February 2022.
- e. Discount codes must be entered into the booking system at the time of booking and cannot be added to the booking after the booking is made.
- **33.** Nothing in these terms and conditions seeks to exclude any liability of Limitless for death or personal injury caused by its negligence, fraud or other type of liability which cannot by law be excluded or limited.
- 34. Limitless may enforce these terms in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 (the "Act"). Except as provided above, this agreement does not create any right enforceable by any person who is not a party to it under the Act, but does not affect any right or remedy that a third party has which exists or is available apart from that Act.
- **35.** All of these terms and conditions are governed by English Law and any disputes arising out of any transaction with Limitless Elim are subject to the exclusive jurisdiction of the English Courts.

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