

OUR TERMS

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply the tickets to the Forest Live events.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide tickets to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Forestry England a body owned by the Government of the United Kingdom. Our national office is: Forestry Commission, 620 Bristol Business Park, Coldharbour Lane, Bristol, BS16 1EJ.

2.2 How to contact us. You can contact our customer service team by emailing us at customerrelations@forestryengland.uk or by telephoning us at 0300 068 0400.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Subject to clauses 3.2 and 3.3, our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. This email of acceptance will include a link to these terms and conditions and any applicable bespoke terms that apply, for your future reference.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the tickets. This might be because the tickets are sold out or because we have identified an error in the price or description of the events or tickets.

3.3 Ticket resales and commercial activity and promotions. As specified in clause 13.4, we only supply tickets and events for personal use. Tickets cannot be used as part of any marketing, media, sales or promotion, without the prior written consent of Forestry England. If we suspect for any reason that an order for tickets has been made for the purposes of resale (whether as part of a package or otherwise) or for use as part of any commercial promotion or package in the course of business and/or for a profit (including, for example, as part of any social media promotion), we will not accept your order. Personal ticket re-sale is only permitted via approved re-sale channels listed on our website www.forestlive.com.

3.4 Your transaction number. We will assign a transaction number to your order and tell you what it is when we accept your order. It will help us if you can tell us the transaction number whenever you contact us about your order.

4. PROVIDING THE TICKETS

4.1 Booking fee. The costs of booking the tickets will be as displayed to you on our website or as told to you over the telephone. The booking fee covers the administrative costs in relation to the booking of tickets and providing the tickets to you. The booking fee is non-refundable under any circumstances.

4.2 Transferring the tickets. Once the tickets have been booked for a particular event, they cannot be transferred to a different date or time or to a different event.

4.3 When we will provide the tickets. We will deliver the tickets to you electronically by email to the email address you have provided to us. In most cases, the tickets will be attached to our email of acceptance referred to in clause 3.1 above.

4.4 Delay to the delivery of the tickets. If you have not received the tickets within the time specified on our website during the order process or as provided to you over the telephone, please contact us to let us know. We may arrange for the tickets to be re-sent to the email address provided by you to us.

4.5 When you become responsible for the tickets. The tickets will be your responsibility from the time we deliver the tickets to the address you gave us or you collect them from us.

4.6 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the tickets to you, for example, your name, postal address, email address and telephone number. If so, this will have been stated during the order process on our website or told to you over the telephone. If you do not give us this information during the order process, or if you give us incomplete or incorrect information, we may either end the contract (and clause 8.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for delivering the tickets late if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

5. PROVIDING THE EVENTS

5.1 When we will provide the events. We will provide the events at the date, time and venue as stated in the order process and as set out on the tickets purchased, unless we have notified you of any changes to the event or we have delayed or cancelled the event in accordance with clause 6 below. This is an outdoor event and the event will continue regardless of weather conditions unless cancelled in accordance with clause 6 below.

5.2 Admission to the event. You will be admitted to the event by showing the correct valid ticket to the event described only. No other proof of purchase will be accepted.

5.3 Our right to refuse admission to the event. We reserve the right to refuse your admission to an event. We reserve the right to search you and all your personal property prior to entry to an event. If you fail or refuse to comply with instructions from any persons acting on behalf of us, you may be removed from the site. If you are considered drunk you will not be admitted to the event and you may be removed from the site.

5.4 No re-admission. There is no re-admission once you have left the venue, except in the event of a medical exemption or due to a medical emergency.

5.5 Practical terms for the event site. You must comply with the following practical terms during the event itself:

- 5.5.1 seating is not provided but you may bring folding chairs;
- 5.5.2 no more than 1 litre of drinks are permitted per person (which can be made up of unopened soft and/or alcoholic drinks (excluding undiluted spirits, which are prohibited entirely in accordance with clause 5.6.7));
- 5.5.3 under 16s must be accompanied by a parent/guardian (18 or over) and at a ratio of 1 adult to no more than 4 children under 16. We may refuse you entry to the event without valid proof of age;
- 5.5.4 children age 5 and under do not require a ticket to attend an event;
- 5.5.5 photography and filming of you may take place and such content be used by us for promotional purposes. Please contact us at customerrelations@forestryengland.uk to let us know if you do not want your image to be used; and
- 5.5.6 surveillance cameras may be in operation for security purposes.

5.6 Prohibited items at the event site. There are certain items which are prohibited on our sites at the events. Any of these items found on our sites will be removed. We reserve the right to prohibit any other items considered to be a potential hazard. The following items are prohibited:

- 5.6.1 umbrellas, tables, trolleys, flagpoles, parasols, gazebos, tents;
 - 5.6.2 laser pens, banners, selfie sticks, megaphones;
 - 5.6.3 gas canisters, aerosols over 250ml, spray cans, airhorns;
 - 5.6.4 naked flames and sources of ignition (with the exception of lighters), including but not limited to, fireworks, BBQs, sparklers, candles and flares;
 - 5.6.5 glass, metal cutlery and breakable crockery;
 - 5.6.6 undiluted spirits;
 - 5.6.7 any illegal substances, drugs & 'Legal Highs' inclusive of N2O and associated equipment such as balloons;
 - 5.6.8 dogs (except for registered assistance dogs); and
 - 5.6.9 any professional photography equipment.
- 5.7 Anyone who does not surrender anything prohibited on entry will be refused access to the event.
- 5.8 You must follow the latest UK government guidance in place at the time of the event

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the event. We may make minor changes to the events, but these changes will not affect your use of the tickets or your attendance at the event. The change may be required:

- 6.1.1 to reflect changes in relevant laws and regulatory requirements; or

6.1.2 to implement minor technical adjustments and improvements, for example to address a security threat.

6.2 Multi day and multi artist events. Where you purchase a ticket for a multi day and/or multi artist event, we reserve the right to change the line-up of the artists at any time. Any changes to the line up of a multi day and/or multi artist event will be a minor change.

6.3 More significant changes to the event or to these terms. In addition, as we informed you during the order process on our website or as we told you over the telephone, we may make the following changes to these terms or the event, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any tickets paid for but not received:

6.3.1 changes to the headline performer where there is one headliner;

6.3.2 significant changes to the time and/or date of the event, for example where an evening performance is changed to a day performance or changed to a different day. Minor amendments to the door opening times of any events are not considered significant changes; or

6.3.3 significant changes to where the event is to take place.

6.4 Reasons we may delay the event. We may have to delay the event to:

6.4.1 to deal with technical problems or make minor technical changes;

6.4.2 to change the events to reflect changes in relevant laws and regulatory requirements;

6.4.3 due to extreme weather conditions resulting in serious health and safety concerns to staff or customers who would attend the event; or

6.4.4 to make changes to the events as notified by us to you (see clause 6.3).

6.5 We are not responsible for delays or cancellations to events which are outside our control. If events are delayed or are cancelled for reasons outside our control, including but not limited to adverse weather conditions (which, in our reasonable opinion, makes the holding of the event dangerous or impossible); national mourning; riot; substantial interruption or delay in transport services or public services; war (whether war be declared or not); threat or act of terrorism; lack of power; Act of God; flood; fire; hazardous or inclement changes to any law, control, measure, action and/or direction made by a government, public, statutory or regulatory body/authority, including without limitation requiring the close of businesses or premises, or control of movement of people, goods or services or a restriction on transfer of any of the same imposed or administered as a response to an outbreak of disease or as a means of preventing the significant transmission of disease, then we will contact you as soon as possible to let you know. We will take steps to minimise the effect of the delay or cancellation in accordance with clause 6.6 below. Provided we do this we will not be liable for delays or cancellations for reasons outside of our control.

6.6 Your rights if we delay or cancel the events. We will contact you in advance to tell you we will be delaying or cancelling an event. Where an event is being re-arranged to take place at another date/time/venue we will inform you of the details of the re-arranged event. If you are not able to attend the re-arranged event, or if we have to delay the event for longer than 13 months, or if we have cancelled the event, you may contact us to end the contract and we will refund any sums you have paid in advance for the tickets except for the non-refundable booking fee referred to at clause 4.1 above.

7. HOW TO END THE CONTRACT WITH US

7.1 Tell us you want to end the contract. Where you have the right to end the contract as set out in these terms and you wish to do so, please let us know by doing one of the following:

- 7.1.1 **Email.** Email us at customerrelations@forestryengland.uk. Please provide your name, home address, details of the order, including the transaction number and, where available, your phone number.
- 7.1.2 **Phone.** Telephone our customer services team on 0300 068 0400. Please provide your name, home address, your phone number, details of the order, including transaction number and, where available, your email address.

7.2 How we will refund you. We will refund you the price you paid for the tickets, except for any non-refundable booking fee as referred to in clause 4.1 above, by the method you used for payment.

7.3 When your refund will be made. Provided you are entitled to a refund according to these terms, we will make any refunds due to you as soon as possible and in any event within 14 days of us accepting your request for a refund.

8. OUR RIGHTS TO END THE CONTRACT

8.1 We may end the contract if you break it. We may end the contract for the purchased tickets at any time by writing to you if:

- 8.1.1 you do not make any payment to us when it is due; or
- 8.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the tickets, for example, your name, postal address, email address and telephone number.

8.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.1 we will not issue a refund for any tickets purchased as compensation for the net costs we will incur as a result of you breaking the contract.

9. IF THERE IS A PROBLEM WITH THE TICKETS OR EVENTS

9.1 How to tell us about problems. If you have any questions or complaints about the tickets or events, please contact us. You can write to us at customerrelations@forestryengland.uk or telephone our customer service team at 0300 068 0400.

9.2 Your legal rights. We are under a legal duty to supply the tickets and events that are in conformity with this contract. Nothing in these terms will affect your legal rights.

10. PRICE AND PAYMENT

10.1 Where to find the price for the tickets. The price of the tickets (which includes VAT) will be the price indicated on the order pages when you placed your order or as told to you over the telephone.

10.2 When you must pay and how you must pay. We accept card payments via Visa or Mastercard. You must pay for the tickets at the time you order the tickets from our website or over the telephone.

10.3 What to do if you think a payment is wrong. If you think a payment is wrong please contact us promptly to let us know.

11. GROUP BOOKINGS

11.1 Limit on number of tickets which can be purchased. Unless you are told otherwise, you may purchase up to eight tickets through the website or over the telephone. Tickets are not permitted for resale in the course of business or for a profit. Purchases suspected of being made with the intention of resale for profit will be cancelled.

11.2 Purchasing over eight tickets. If you wish to purchase over eight tickets (even in a separate transaction) this is considered a group booking and you must contact us by emailing us at customerrelations@forestryengland.uk or by telephoning us at 0300 068 0400. We do not offer any group discounts. We reserve the right to contact you to ensure that your purchase complies with these terms and conditions and this group booking policy. This group booking policy is aimed at protecting customers from ticket touting, ticket scams and resale of tickets at an inflated price.

11.3 Additional limitations. We reserve the right to enforce any other limitations on purchasing tickets for certain specific acts. Where any additional limitations apply, we will notify these during the ordering process, prior to acceptance of your order.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.

12.2 When we are not liable for damage caused by third parties. We are not responsible for damage or injury caused by third parties or for loss of personal property at any events whilst on our sites or left in vehicles.

12.3 We are not liable for indirect, consequential or business losses. We only supply the tickets and events for personal use. You are not permitted to use the tickets for resale in the course of business or for a profit or for use as part of any commercial promotion. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity or for distress, or any exemplary, special or punitive damages, arising directly or indirectly from any purchases made under these terms and conditions. We shall not be responsible for your costs of travel, accommodation or other personal arrangements relating to an event even if caused as a result of the cancellation, rescheduling or alteration of an event for which you have purchased tickets under this terms and conditions.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 As a ticket purchaser, your personal information is used to process and manage your orders.

13.2 We will use and store your data only in order to fulfil our contractual obligation to you as a result of your purchase through us. This may include us sending renewal reminders or customer care information. We may communicate with you via email, telephone or postal communication.

13.3 Details of our privacy policy can be found on our website: www.forestryengland.uk/privacy

13.4 Forestry England is registered as a data controller under the Data Protection Act 2018 (Registration No: Z6542658). You have the right to opt out of our use of your data in accordance with our privacy policy at any time, or to lodge a complaint with the supervisory authority, the Information Commissioner's Office at ico.org.uk. We will keep your information for 7 financial years, as required for auditing, in line with our retention policy.

14. ADDITIONAL BESPOKE TERMS

14.1 There may be bespoke terms which also apply to your order in addition to these terms. If this is the case, the bespoke terms will be made clear to you prior to payment on our website or over the telephone. You will be required to accept any bespoke terms which apply before proceeding with your order.

15. OTHER IMPORTANT TERMS

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for tickets or events not provided.

15.2 Transferring your rights to someone else. You may transfer your rights or your obligations under these terms to another person where you have purchased a ticket on their behalf. Any person using a ticket to gain entry into an event, will constitute acceptance of these terms by that ticket holder. If a ticket holder wishes to speak to us about the booking of their ticket, we will need written consent from the person who made the booking in order to do so.

15.3 Nobody else has any rights under this contract (except someone you pass your rights on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 15.2. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if payment is not made and we

do not chase you but we continue to provide the tickets, we can still require you to make the payment at a later date.

15.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the tickets or events in the English courts.