

## **London New Year's Eve Fireworks 2019 Event Terms and Conditions**

"Event" means the event(s) for which You have bought a Ticket to attend, specifically the Mayor of London's New Year's Eve Fireworks event.

"The GLA" or "Us" means the Greater London Authority; its elected Mayor of London and its subsidiaries, agents, contractors, sub-contractors, representatives, servants and employees.

"Terms and Conditions" means these terms and conditions.

"Ticket" means any valid ticket that permits You to attend the Event.

"You" means you as the holder of the Ticket and "Your" shall be read accordingly.

"Ticket Agent" means See Tickets

### **Terms and Conditions**

1. These Terms and Conditions incorporate, and should be read in accordance with, the terms and conditions of the authorised Ticket Agent from which You purchased Your Ticket, copies of which are available upon request from the relevant authorised Ticket Agent. In the event of any inconsistency between these Terms and Conditions and the terms and conditions of the relevant authorised Ticket Agent, these Terms and Conditions shall prevail.
2. All Tickets are sold subject to these Terms and Conditions. Please read them carefully prior to purchase. Purchase of any Ticket constitutes Your acceptance of these Terms and Conditions or Your acceptance on behalf of any person for whom You are purchasing Tickets.
3. These Terms and Conditions are subject to change from time to time without notice and at the GLA's sole discretion. The GLA will notify You of amendments to these Terms and Conditions by posting them on [www.london.gov.uk/nye](http://www.london.gov.uk/nye)

### **The Event**

4. The GLA reserves the right to refuse You entry to or eject You from the Event. In particular but without limitation You may be refused admission to or be removed from the Event for any of the following reasons: If You fail to comply with any and all instructions given to You by the GLA and/or staff at the Event or to follow Event site signage and safety advice; for health and safety reasons; if You fail, when required, to produce proof of identity or age; if You refuse to comply with the GLA's security searches; if Your Ticket is void; if You behave in a manner which does or is likely to affect the enjoyment of other persons at the Event; if You use threatening, abusive or insulting words or mannerisms; if You breach these Terms and Conditions.
5. Searching is a condition of entry to the viewing area(s). The GLA reserves the right to conduct security searches and confiscate any item which may cause danger or disruption; be a health and safety risk; not be suitable to be taken into the Event or is one of the items not permitted in then viewing area as detailed in these Terms and Conditions.
6. A bag restriction policy will be in place for the event - no backpacks or suitcases will be allowed in. Attendees with backpacks or suitcases may be refused entry.
7. Anyone found in possession of illegal substances will be refused admission to, or be ejected from, the viewing area and may be liable to prosecution. Any items found that may be used in an illegal or offensive manner will be confiscated, regardless of whether or not the item itself is

illegal. Refunds will not be due to those ejected from the viewing area on the grounds stated in this paragraph.

8. You shall not bring any item which the GLA considers could be used as a weapon (including sharp or pointed objects such as knives); items with an open flame (e.g. candles, barbecues, gas/paraffin lamps; sky lanterns; camp fires; gas fires etc.); illegal substances. Use of drones is also strictly prohibited and attempts to fly them in or around the event area will result in loss thereof and possible prosecution.
9. You shall not bring any or all of the following into the viewing area: fireworks (including sparklers), laser pens; laser equipment; glass bottles, flasks, drinking vessels or any other containers made wholly or in part from glass.
10. The Event is standing only. No chairs (except wheelchairs), pushchairs, prams, tables, camping equipment or awnings will be permitted in the viewing areas.
11. Bicycles shall not be allowed into the viewing areas.
12. Except for assistance dogs, animals shall not be allowed into the viewing areas.
13. The event is not suitable for small children. Refunds will not be issued if any aspect of the Event disturbs You or any children on whose behalf You have purchased Tickets. This includes but is not limited to the behaviour of other audience members, any offence caused, or any other Event related condition on the night.
14. No person under the age of 16 will be permitted to enter the event unless accompanied by an appropriate adult, and all persons regardless of age must be in possession of a valid ticket to gain entry to the event.
15. Subject to any changes to the time of the Event, Tickets are valid only until the time shown on their face. There will be strictly no admission after this time. It is Your responsibility to arrive at the viewing area entrance point in advance of the latest time stated on the Ticket. No refunds will be due to those who are denied admission due to late arrival. There shall be no re-admissions or pass-outs of any kind once you have entered the ticketed viewing area.
16. By attending the Event, You give Your express consent to Your actual or simulated likeness being included within any film, photograph, audio and/or audio visual recording without payment or compensation to be exploited in any and all media for any purpose at any time throughout the world, the copyright to which shall be owned by the GLA and/or its partners and accredited global media. If You attend the Event with Your child and/or are the guardian for a child aged under 16 years old You give the foregoing Your express consent on their behalf. This includes filming by the police or security staff. If You are attending with somebody else's child/ren aged under 16 years old, You will procure the consent of the child's parent or legal guardian prior to attending the Event.
17. The GLA will not use or disclose Your personal information other than as set out in these Terms and Conditions without Your prior consent. You will be given the opportunity to opt into marketing communications from Event partners and to receive the latest Event communications when You place Your order.
18. If you wish to report or make known your thoughts about any Event-related issues at the Event itself, please do so to an Event steward or identified member of the Event staff.
19. If you wish to report, comment on, or make known your thoughts about any Event-related issues prior to the Event, or wish to report, comment on, or make known your thoughts about any Event related issues after the Event, please do so in writing to Mayor@london.gov.uk heading your correspondence London New Year's Eve Fireworks 2019.

## **Tickets, Times, Refunds and Cancellation**

20. Only customers holding a valid Ticket will be admitted to the Event. There are a limited number of Tickets available for the Event, and therefore purchase of Tickets is strictly subject to availability on a first come first served basis subject to timed batch releases.
21. Tickets are not transferrable and cannot be exchanged.
22. Tickets are only valid for the viewing areas and entrance points specified on the ticket.
23. You must retain the Ticket on Your person at all times during the Event.
24. Your Ticket may be invalidated if any part of it is removed, altered or defaced.
25. Upon purchase, please check Tickets carefully as mistakes cannot always be rectified after purchase. Refunds will not be made on returned Tickets unless provided for under these Terms and Conditions.
26. The GLA will not be responsible for any Ticket that is lost, stolen or destroyed. You are solely responsible for the safekeeping of Your Ticket. It is Your responsibility to notify See Tickets Customer Service of any issues in this regard and no later than two working days before the event (5:00pm on 26 December 2019). If duplicates are issued, a reasonable administration fee may be charged.
27. 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, trademarks, logos and/or intellectual property appearing on the Ticket.
28. Tickets are personal revocable licences and shall at all times remain the property of the GLA and subject to these Terms and Conditions. You may not re-sell or transfer a Ticket for commercial gain or otherwise. If a Ticket is re-sold, transferred, or advertised for profit or used for competitions, promotions or hospitality packages by anyone other than the GLA or an authorised sub-agent, it will be made void without refund and You will be refused entry to, or ejected from, the viewing area.
29. Tickets are sold subject to the GLA's right to alter or vary the published Event programme. The GLA is not obliged to offer refunds or exchanges due to any such changes.
30. All advertised times are subject to change. It is Your responsibility to make appropriate arrangements to ensure that You arrive at the viewing area in sufficient time in case the Event starts early and to ensure that You are able to stay until the close of the Event should You wish to if it overruns. The GLA will not refund or meet the costs of any alternative travel or accommodation arrangements or be responsible for any loss of enjoyment or other indirect loss as a result of an Event not running to the advertised times.
31. If Your circumstances change after You buy Your tickets, You can change your booking details or receive a full refund if You contact the See Tickets Customer Service team before 5:00pm on Monday 25 November 2019. We will not be able to process any detail changes or refund requests received after this date.
32. In the event of a cancellation or postponement of the Event You will be entitled to a refund in accordance with the Terms and Conditions. Details of how to claim this refund will be sent to You by the authorised Ticket Agent from which You purchased a Ticket. Personal arrangements including travel, subsistence and accommodation in relation to the Event which have been arranged by You are made at Your own risk and neither the authorised Ticket Agent nor the GLA will have any liability for any such loss of enjoyment or wasted expenditure. The point of sale may not make a refund if You fail to follow the instructions provided within the notified timeframes. Refunds will only be made to the person who purchased the Tickets.

33. It is Your responsibility to check that the Event has not been cancelled or rescheduled. Information on such matters will be made available on behalf of the GLA as soon as reasonably practicable on the GLA's website or at the viewing area. Customers are advised that the website cannot always be updated immediately and that circumstances giving rise to cancellation or postponement can sometimes arise immediately prior to an Event.

### **Unauthorised Ticket Agents**

34. The Tickets You have purchased are for Your personal use only.
35. The resale of Tickets, either by unauthorised agents or public second selling by whatever means is strictly prohibited and in breach of these Terms & Conditions.
36. This no second selling policy will be rigorously monitored and enforced in all on-line and other forums and at the event.
37. Should there be a breach of these Terms and Conditions by You, See Tickets and the Greater London Authority are entitled to cancel the Tickets without prior notification, refund, compensation or liability to You or any third party. The barcode on these cancelled tickets will be made null and void so that they cannot be used to enter the event.
38. The GLA reserve the right to cancel any Ticket booking which we reasonably believe (or have evidence to suggest) to have been made with a view to resell such Tickets or where the Ticket has been purchased using fraudulent means, such as credit card fraud.
39. Tickets sales are restricted to four per person for friends and family use. All purchases will be tracked and data cross-referenced in observation of this rule. The GLA reserves the right to cancel Tickets purchased in excess of this number without prior notice to You of such cancellation.
40. The GLA reserves the right to refuse admission to, or eject from, the viewing area anyone using or attempting to use Tickets obtained in breach of these Terms and Conditions and subsequently made null and void. Any person seeking to use a void Ticket in order to gain or provide entry to the Event will be ejected and may be liable to legal action.
41. Tickets bought from unauthorised agents are unlikely to be valid.
42. Void Tickets are non-refundable.
43. Your Tickets will be barcoded and the name of the Ticket purchaser will be printed on the front of each, therefore if You have booked more than one Ticket, Your group will need to arrive together. You, as the Ticket purchaser, must bring photo identification, as You may need to show it when Tickets are scanned at the entrance points.

### **Liability**

44. You agree that the GLA, its servants or agents will not be liable for any loss, injury or damage to any person (including Yourself) or property however caused (including by the GLA or its servants or agents): (a) in any circumstances unless due to the negligence of the GLA, its servants or agents; (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury due to the negligence of the GLA, its servants or agents); or (c) to the extent that any increase in any loss or damage results from the breach by You of any of these Terms and Conditions.
45. The GLA 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. For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond the GLA's control including, without limitation, an act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire,

explosion, flood, royal mourning, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements and/or acts or regulations of national or local governments.

46. You agree that the GLA 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 the GLA's obligations hereunder 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.
47. The GLA 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**

48. To the fullest extent permissible in law, the GLA 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.
49. 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.
50. If the GLA delays or fails to enforce any of these Terms and Conditions, it shall not mean that it has waived its right to do so.
51. Any person, other than the GLA, who is 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.
52. Nothing in these Terms and Conditions and no action taken by You or the GLA 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 fiduciary relationship between You and the GLA.
53. These Terms and Conditions 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 GLA relating to the subject matter of these Terms and Conditions.
54. Nothing in these Terms and Conditions shall purport to exclude liability for fraud or fraudulent misrepresentation.
55. 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.