

Terms and Conditions

19th January 2024

Welcome. We are committed to providing you an excellent user experience when you use this site to buy tickets. If you have any questions about the tickets service or these terms we would be delighted to help. If the query relates to these terms please raise it with us prior to purchasing any tickets, if your query relates to the event please contact the organisers. You can contact us by emailing us at enquiries@cowdraypolo.co.uk.

Definitions and interpretation

"Event" means the show, exhibition, concert, theatre and/or festival for which the tickets are being offered.

"Organiser" means the person, firm or company staging the Event.

"Tickets" means tickets including electronic tickets for the Event for the right to attend an Event.

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

"You" means you. "Your" shall be read accordingly.

Introduction and how these terms apply

The event Organiser may have their own terms ("Additional Terms") that apply to the sale and/or use of Tickets and they require us to notify you of these terms and impose them on you when you buy a Ticket from our site.

These Additional Terms will apply in addition to these terms. For example Organisers may require certain events to have age restrictions. We will ensure these Additional Terms are indicated and clearly featured during your order/purchase process.

In order for the Organiser to provide the tickets to you, you must agree to be bound by these terms and the Additional Terms as indicated to you. These will form a legally binding contract so please do take the time to read them and make sure you understand them. If you use the site or the ticket services on the site you will be agreeing to accept these terms and the Additional Terms. If you do not agree to accept them you must not use the site or the ticket services on the site.

We recommend you review the terms each time you purchase Tickets from the site and print a copy of them for your future reference as we intend to rely upon them. If you are uncertain about your rights or think the terms are not complete/accurate, please contact us before placing an order so we can discuss your query/concern.

Changes to these terms

We reserve the right to change, modify, add to, or delete portions of these terms at any time including to reflect changes affecting the Ticket services, Ticket Provider requirements, payment methods, relevant laws and regulatory requirements.

If we do change the terms, we will post the changes on this page and will indicate the effective date at the top. You are responsible for regularly reviewing these terms so that you are aware of any changes. Your continued use of the site after any such changes constitutes your acceptance of the new terms and you will be subject to the policies and terms in force at the time that you order the relevant Tickets from us. If you do not agree to (or are unable to comply with) the terms as amended, please do not continue to use the site.

Registration, user account, password and security.

You will need to register to purchase a Ticket via the site.

You must be at least 18 years of age to agree to, and enter into, a contract on your own behalf and to register for use of this site.

If you are under 18 but at least 13 years of age, you must present these terms to your parent or legal guardian, and he or she may consent to them on your behalf. Children under the age of 13 may not register and parents or legal guardians may not register on their behalf.

By registering, you agree that (i) you have read, understood and will be bound by these terms and any Additional Terms (as applicable) indicated on the site; (ii) you comply with the age requirements; and (iii) you have provided accurate and truthful information in the registration process.

You will be required to complete the registration process by providing certain information (name, email address, address and telephone number) and registering a password. You are responsible for maintaining the confidentiality of your username and password. We will be entitled to assume that any person using the site under your username and password is you or someone doing so with your permission. You are responsible for any use of the site under your username and password, including all financial charges.

If you believe someone has accessed the site or bought Tickets using your username and password without your authorisation please immediately notify us of this or any other breach of security. We recommend you change your password regularly.

By using the site and/or registering you agree we may hold, store and use the personal information you provide for the purpose of providing the Ticket services. For further information on this please see our privacy policy.

It is your responsibility to keep us updated with any changes to your registration details (including contact address, telephone number or email address). Please do update any details promptly as we will use the details we have to despatch tickets, notify you of cancellations etc.

Tickets

All Tickets are sold subject to availability and to these terms.

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 Organiser's agreement, without prior notice unless the excess purchase was due to our error.

It is your responsibility to check your Tickets when you receive them as if you have made a mistake it cannot always be rectified after purchase. Please check your Tickets on receipt carefully and contact us immediately by emailing us at enquiries@cowdraypolo.co.uk if there is a mistake.

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

Please keep your Tickets safe. We will not be responsible for any Ticket that is lost, stolen or destroyed. It is not always possible to issue duplicate tickets (eg for non-seated events where there is a possibility of both the original and duplicate tickets being used as this may compromise the licensed capacity of the Venue). Duplicates may be issued at the discretion of the Organiser. If duplicates are issued, we may charge a reasonable administration fee.

The Organiser and Venue reserve the right to provide alternative seats at an Event to those specified on the Ticket if the staging of the Event reasonably requires, provided they are similar to and of no less value to that stated on the Ticket.

Where a concession is claimed, proof of identity and 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.

Placing an order and price and payment

The contract for the purchase of any Ticket will be between you and the Organiser. These contracts will only be formed when the Organiser has received payment in full for the Ticket(s). Until such time there is no contract between you and the Organiser for the Ticket(s) or related services. The Organiser reserves the right in its sole discretion to reject any order it receives.

The price of any Ticket will be as quoted on this site at the time we accept your order, except in the case of obvious error. This price will include VAT where applicable but is exclusive of any booking fee and collection or delivery fee which will be indicated to you during the order process (including on the breakdown of costs on the order page and confirmation of order page). Prices are subject to change at any time.

We use our best efforts to ensure that the prices of Ticket(s) displayed on our site are correct. If an error or inaccuracy is discovered and we have not yet taken payment we will normally reject your order for Tickets and notify you of such rejection. You will then be able to order the Tickets at the correct price if you wish (subject to availability).

We are under no obligation to provide the Ticket(s) to you at the incorrect (lower) price if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a pricing mistake. We reserve the right to withdraw from any contract in the case of obvious and unmistakable pricing errors.

Payment for all Tickets must be made by Visa or MasterCard. By providing the details of a credit or debit card, you confirm that you are authorised to purchase the Tickets and that you are the holder of the relevant credit or debit card or are expressly authorised to use this to purchase the Tickets.

We use a third party payment provider to assist us to process payment.

We reserve the right to cancel bookings which we reasonably suspect to have been made fraudulently.

Delivery

We will offer you delivery options (which may include box office collection) as part of the Ticket order process. Your Ticket(s) will be despatched once received from the Organiser in accordance with the delivery option chosen.

If postal delivery is chosen, Tickets will only be delivered to the billing address of the debit/credit card holder unless we agree otherwise and specifically offer you the facility for Tickets to be sent to an alternative address. If Tickets despatched by Royal Mail ordinary post, special delivery or registered post are returned as "addressee unknown" we reserve the right to cancel your booking and refund the Ticket price only (ie you will not receive a refund of the booking fee or the collection or delivery fee) or to charge you an additional delivery fee (which will be an amount equal to the delivery fee for the Tickets indicated to you when you place your order pursuant to clause 6.2 above) if we agree to re-deliver the Tickets to an alternative address. The additional delivery fee will be charged for each and every attempted re-delivery of the Tickets even if the Tickets are again returned to us as "addressee unknown" (i.e. if the delivery fee is £2.50 you will be required to pay this when you place your order and will be required to pay £2.50 again each and every time we attempt to redeliver the Tickets). Each additional delivery fee must be received by the Organisers before the Tickets are despatched for re-delivery.

If your Tickets are being sent to you and you have not received your Tickets from us 72 hours prior to the Event, please contact us by emailing us at enquiries@cowdraypolo.co.uk

We reserve the right to make Tickets available for collection at the Venue box office, for example if there is not sufficient time to post the Tickets before the Event is to take place. 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.

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. If you do not bring the required forms of identification you may not be able to receive the Tickets. We will notify you when your Tickets are available for collection.

Where available, Ticket concessions will be notified to you at the point of purchase (e.g. NUS, student, senior citizens, unemployed). By ordering a discounted concession Ticket you accept

that, in order to gain entry, you or the relevant member of your party must be able to provide, at the Event, valid photographic proof of entitlement to the concession in a form which is acceptable to the Organiser or Venue. Age restrictions for Events will also be notified to you at point of purchase. By ordering a Ticket for an Event to which an age restriction applies you accept that, in order to gain entry, you and each member of your party must be able to provide valid photographic proof that each of you meet the minimum age requirement for the Event in a form which is acceptable to the Organiser or Venue at the Event. You accept that your Tickets may be withheld and you and/or members of your party may be refused entry if you are unable to provide such proof. We shall not be liable for any refusal of entry if you and/or the relevant members of your party are unable to provide such proof.

Changes to Event and cancelled/re-scheduled Events

The Organiser reserves the right to make alterations to the published Event programme where reasonably necessary.

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 at the time of ordering. We cannot guarantee that you will be informed of such cancellation before the date of the Event.

In all circumstances please refer to the Organisers terms and conditions.

Refunds/exchanges

Subject to this section 9, after you have purchased a Ticket it cannot be exchanged or refunded unless the event is cancelled or rescheduled or where there is a material change to the programme of the Event. A 'material' change is a change which, in the reasonable opinion of the Organiser, makes the Event materially different to the Event that purchasers of the Ticket, could reasonably expect.

Where (i) an Event is cancelled by the Organiser or Venue; or (ii) an Event is cancelled due to circumstances beyond our control you will be entitled to claim a refund from us of the face value of the Ticket in accordance with this section.

Where (i) an Event is rescheduled by the Organiser or Venue; (ii) an Event is rescheduled due to circumstances beyond our control; or (iii) there is a material change to the Event and you do not wish to attend the rescheduled/changed Event you will be entitled to claim a refund from us of the face value of the Ticket in accordance with this section.

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 Organiser's rules.

Where an Event is not cancelled but is curtailed for any reason whatsoever, including, without limitation, due to a force majeure event or late arrival of an artist we shall not be liable to make

any refund or pay any compensation beyond the refunds stated by that the Organiser . However, where such curtailment constitutes a material change, the provisions of the relevant sections shall apply.

Where a refund is sought you must bring this to our attention as soon as possible upon becoming aware of such change, cancellation or where the Event has been rescheduled, prior to the rescheduled Event. The refund for Tickets will be for the face value of the Tickets purchased only (unless otherwise stated). In order to claim your refund, please apply within 90 days by emailing us at enquiries@cowdraypolo.co.uk. We may require you to return your complete unused Tickets, if received. It is your responsibility to ensure that Tickets are returned where required. We recommend using registered or special delivery post to return your Tickets. Refunds shall only be made to the person who purchased the Tickets and, when possible, shall be made using the same method used to purchase the Tickets.

These terms do not and shall not affect your statutory rights as a consumer. For further information about your statutory rights you can contact Citizens Advice, Consumer Direct or the Department for Business Innovation and Skills.

Resale/use of Tickets

Tickets are only for your personal use or that of your party. We reserve the right to cancel any Tickets if you resell or attempt to resell such Tickets in breach of this section (including any resale or attempted resale of Tickets at a higher price than the purchase price, for example tickets being resold at a higher price via any internet auction site). The holder of a resold Ticket may be refused entry or ejected from the Venue.

Re-sales or transfers of Tickets (even within your party) may be prohibited for certain Events by the specific terms of those Events (for example free tickets, tickets to charity events or events where age restrictions may apply may not be capable of being transferred).

You may not, without the prior consent of the relevant Ticket Provider use any Ticket in advertising, promotions, competitions, free draws etc.

Void Tickets

Any Ticket obtained in breach of these terms 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 subject to legal action. Void Tickets are non-refundable.

Conditions of Admission

You must comply with the instructions and directions given by Venue staff and stewards and with all relevant laws, safety announcements and Venue regulations whilst attending the Event.

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:

- has behaved in the Venue in a matter which, in the reasonable opinion of the Venue has, or is likely to affect the enjoyment of other visitors; or
- uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a disturbance; or
- in the reasonable opinion of the Venue is acting under the influence of alcohol or drugs; or fails, when required, to produce proof of identity or age.

No refunds will be given to Ticket holders who are refused entry or ejected due to their own behaviour.

The use of equipment for recording or transmitting 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. The Organiser 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 Organiser may use such films and recordings without payment and without further notice.

Ticket holders shall not bring into the Venue or display or distribute at the Event any sponsorship, promotional or marketing materials.

Please refer to the Organisers terms and condition for any restrictions to entry with food, beverages, bottles, cans, containers, animals and other possible restrictions which will vary from event to event.

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 of the Event or is one of the items not permitted in the Venue including as listed at section above.

Privacy Policy

The Organiser is committed to ensuring your privacy is protected. This section explains how we use the information we collect about you on our tickets site and the procedures we have in place to safeguard your privacy. By submitting your information and using this site, you consent to the collection, storage and processing of your personal information by us in the manner set out in this privacy policy. If we change our privacy policy we will post the changes on this page so that you are aware of them. We advise you to check this page regularly.

If you register to purchase a Ticket you will be asked to provide personal information (such as name, address, email address and telephone number etc) and financial information. We use this information to fulfil your order and notify you of the status of your order and process your order (for example to verify financial details provided, to despatch tickets and to contact you regarding an Event if necessary). We will provide this personal information to third parties who

help us operate the Tickets service (for example Ticket Providers, despatch companies, payment processing companies) and will request that they only use the data as strictly necessary to provide the Tickets service. In assessing your order for Tickets we may also provide your information to third parties to help to ensure that your payment details are not being used without your consent and to assist in the detection and prevention of fraud.

If you consent to us doing so (eg by way of tick box in the registration process) we may send you marketing messages using the details that you provided upon registration. You can unsubscribe from receiving marketing messages by clicking on the unsubscribe link in any such message or by contacting us at enquiries@cowdraypolo.co.uk

We monitor customer traffic on an aggregate basis in order to help us develop and improve our site for the benefit of our customers. We may provide aggregate statistics about our customers, sales traffic patterns and related site information to reputable third party vendors and relevant affiliate partners, but these statistics will not include any personally identifying information.

We may disclose personal information where we believe in good faith that this release is reasonably necessary to comply with the law.

We do not without your consent (eg by way of tick box in the registration process) provide personal data we have collected to third parties for marketing purposes.

The processing of credit & debit cards is undertaken by www.andersonzaks.com on behalf of the Organiser, through a secure hosted connection. No card data is stored by the Organiser for these purposes & customer details are only used to send the tickets to the purchaser.

The Organiser has implemented technology and security features to safeguard the privacy of your personal information from unauthorised access or improper use. We employ Secure Sockets Layer (SSL) encryption software to secure your personal data and payment information. This is to prevent unauthorised access or unlawful processing of your personal information. We will continue to enhance our security procedures as new technology becomes available. Whilst we make every effort to ensure that your information is secure on our system, no data transmission over the internet can be guaranteed to be 100% secure. As a result, we cannot guarantee the security of any information you transmit to us, and you do so at your own risk.

Because the internet infrastructure is global, and it is not possible to predict the routes that information sent over the internet will take, the information you provide may be transferred temporarily via a route which takes it outside the European Economic Area as it passes between you and us. Territories outside of the EEA do not always have strong data protection laws. By submitting your information to this site you consent to this transfer.

We use cookies on our site. These allow us to collect data which assists us in improving our site and enhancing your experience of our site.

Cookies are electronic tags that contain small amounts of information which are placed on your computer in the process of sending your computer a file, such as a web page. A cookie is a unique identifier that tells a site when a computer that has previously visited the site returns and what pages it requests on each of its visits. Cookies can track where you travel on a site and what you look at and compile statistical reports on site activity.

Cookies make it easier for you to log on to and use our site during future visits. You may set up your computer to reject cookies by the privacy settings for your web browser, (usually located under the Tools menu ?

choose Internet Options, then Privacy) although in that case you may not be able to use certain features on our site. For more information on use of cookies on our site please contact enquiries@cowdraypolo.co.uk

Disclaimers and limitation of liability

PLEASE READ THIS SECTION CAREFULLY AS IT SETS OUT THE LIMITATIONS OF OUR LIABILITY TO YOU

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 9.

Neither we, (nor the Organiser and the Venue (as applicable)) 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 Organiser (as applicable)) or other breach of statutory duty.

You agree you will have no claim against us, in respect of any decision to remove Events from this site or any decision to suspend or terminate your access to this site.

In the absence of any negligence or other breach of duty by the Organiser, the use by you of the site is entirely at your risk.

The Organiser warrants that it will provide the Tickets service with reasonable skill and care and substantially as described in these terms. The Organiser does not make any other promises or warranties about the site or the Tickets service. In particular the Organiser does not make any guarantee of any specific results from the use of this site (including any search function on it).

For the purposes of this section, "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 to the extent that the failure is caused by Force Majeure.

The Organiser will not be liable under these terms for any loss or damage caused by the Organiser or any of its employees or agents in circumstances where:

- there has been no breach of a legal duty of care which is owed by the Organiser or any of its employees or agents; or
- the loss or damage is not a reasonably foreseeable result of any breach of these terms.

The Organiser will not be liable under these terms for any increase in the loss or damage you suffer resulting from your actions or a breach by you of these terms.

Our liability for losses you suffer as a result of us breaching a contract for a Ticket is limited to the value of such Ticket and any booking fee or delivery fee that you have paid.

You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach of these terms or default in the discharge of your obligations.

Nothing in these terms shall have the effect of excluding or limiting either our liability or your liability for fraud or for death or personal injury caused by our/your negligence (as applicable).

Cowdray Park Polo Club Regulations

Polo is a dangerous sport. Neither CPPC nor the Cowdray Estate can accept any responsibility for injuries to persons or property on this ground. The following safety rules must be observed:-

- Please ensure that you watch the movement of the ball during play at all times and keep yourselves, friends and family out of the safety zone area.
- Please ensure you supervise your children who will not be as diligent as you.
- Dogs must be kept on a lead at all times.
- All guest access to the pony lines, lorry parking areas and agricultural machinery is strictly forbidden.
- Alcohol may only be consumed by those over the age of eighteen.
- Private barbecues are not allowed.
- Vehicles are admitted on condition that Cowdray Park Polo Club shall not be liable for damage to any vehicle, anything in or on or about any vehicle howsoever such a loss or damage may be caused.
- Anyone who is judged to be putting themselves or others at risk in any manner may be asked to leave the ground by the officials of the club.

Intellectual Property Rights

The site and its look and feel (including without limitation the site design, text, graphics and all software and source codes connected with the site) are protected by copyright, trade marks, patents and other intellectual property rights and laws. You are authorised to use the Tickets and this site only for personal, non-commercial use (ie you can visit, view and print a copy of any page on this site for personal non-commercial use only). None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the Organiser.

You must not use the site for any purpose that is unlawful or prohibited by these terms.

If you breach these terms

- If you are in breach of, or we suspect you are in breach of, these terms then we may take any/all of the following actions:-
- issue a warning to you;
- effect an immediate, temporary or permanent withdrawal of your access to your account and/or the site however you will remain responsible for all outstanding amounts on your account;
- cancel your order for Ticket(s);
- take legal action against you; and/or
- disclose such information to law enforcement authorities as we reasonably feel is necessary.
- The responses described above are not limited and we may take any action we reasonably deem appropriate.

Termination

We have the right to terminate your access to the site at any time, without notice, for any reason, including without limitation, breach of these terms. We may also at any time, at our sole discretion, discontinue the site or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the site.

Waiver

If we delay or fail to enforce any of these terms it shall not mean that we have waived our right to do so.

Assignment

The Organisers shall be entitled to assign any of our rights and obligations under these terms provided that your rights are not adversely affected.

Severability

If it is found by a Court or any body of competent jurisdiction that any of these terms for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply.

Third Parties

Any person, other than the Organiser, not a party to these terms shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms. The Act can give rights under some contracts to third parties who are not parties to those contracts but in this case only the Organiser and you (or your assignees permitted hereby) have rights and obligations under this contract.

Entire agreement

These terms, and the Additional 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 in reliance on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) by any person (whether party to these terms or not) other than as expressly set out in these terms.

Governing Law

These terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with these terms (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

Notices

All notices given by you to us must be given to enquiries@cowdraypolo.co.uk (by using the words "Legal Notice" in the email's subject field). We will give notice to you via the site or at either the e-mail or postal address you provide to us as part of the order process or your registration. Notice will be deemed received and properly served immediately when we post it on the site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to, and received by, the specified e-mail address of the addressee.

Questions or complaints?

If you have any queries at all regarding this site, the Tickets/Events featured on the site or any of the terms, please do not hesitate to contact us by emailing us at enquiries@cowdraypolo.co.uk.

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