

TERMS AND CONDITIONS

Last Revised: February 1st 2024

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms under which Tickets are sold by Us to consumers. You are required to read these Terms and Conditions carefully and ensure that You understand and accept them before purchasing any Tickets from Us. If You do not agree to comply with and be bound by these Terms and Conditions, You will not be able to order Tickets. Any queries relating to these Terms and Conditions should be raised with Us prior to purchase by contacting help@wtctheology.org.uk. On completion of booking You hereby agree to these Terms and Conditions and the party leader confirms that he/she is so authorised and that all party members have agreed to be bound by these Terms and Conditions. We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms and Conditions as they relate to Your order to any material degree, We will give You reasonable notice of the changes by posting the updated terms on Our website.

ESSENTIAL INFORMATION:

Neither We nor the Venue accept responsibility for any personal property you bring with you to the Event. For Information about a booking You have made, please contact Us at help@wtctheology.org.uk and include the full name, email address, address with which the Tickets were booked and details of the booking.

Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Event” means the Teaching Day with Tim Mackie, which is a teaching and fundraising event for WTC, held at Anchor Point Church, 58 Chester Street, Birmingham, B6 4BE;

“E-ticket” means a Ticket issued by email;

“Order Confirmation” means the email confirmation We send to You confirming Our acceptance of Your order for Tickets;

“Service Charge” means administration costs relating to the sale of Tickets and any debit or credit card charges. Service Charges are detailed at the time of booking and vary according to Ticket type;

“Terms and Conditions” means these Terms and Conditions;

“Ticket(s)” means any valid E-tickets, ticket(s) or wristband(s) which permit(s) you to attend the Event or any wristband(s) for which you have exchanged your valid ticket(s) at the Event;

“Venue” means any facilities or locations of any nature where the Event is being held;

“We”, “Us”, “Our” or “WTC” means WTC Theology, a charity registered in England whose registered address is Suite 5, 5-39 Winchcombe House, Cheltenham, GL522NA.

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

2. TICKETS

- 2.1. Tickets purchased remain Our property and may be withdrawn and/or admission refused at any time. In this event the printed purchase price will be refunded.
- 2.2. A valid Ticket must be produced to get into an Event. Removing any part of, altering or defacing a Ticket may invalidate it.

IMPORTANT: Once purchased, Tickets can only be returned, refunded, exchanged or transferred pursuant to the Terms and Conditions set out in this document, or as may be amended or updated (for example to reflect necessary changes due to government rules etc.) from time to time, in which case they will be notified to You by email from Us and/or published on Our Website at wtctheology.myshopify.com and shop.wtctheology.org.uk Your statutory rights are not affected.

- 2.3. Any alterations to your booking are subject to Our discretion. The Service Charge is non-refundable and an administration charge of £5 will be applied. It is Your responsibility to ensure that We have Your correct email address. If You have misspelt Your email address please contact help@wtctheology.org.uk immediately. Please note if We change Your email address after booking, it may be subject to an administration fee.

- 2.4. Subsequent changes to Your booking will incur further changes, therefore it is Your responsibility to check Your Tickets as mistakes cannot always be rectified. In the event that there is a mistake with Your Tickets, please contact help@wtctheology.org.uk immediately.
- 2.5. We will only consider requests for changes to bookings and/or refund requests where exceptional circumstances apply such as redundancy, illness or bereavement meaning the ticket holder is unable to attend. We may request that You provide evidence in support of Your request for refund such as a doctor's note. In all instances We reserve the right to refuse to make changes to Your booking at any time without further explanation, subject to Your statutory rights. Our decision is final.
- 2.6. You can forward on Your Ticket(s) to someone else, for example if you purchased tickets as a gift for someone, they will have no issues with getting in. If You wish to transfer Your Ticket(s) to others please make sure they qualify for the same ticket, where a concession has been applied. (See also clause 6.4).
- 2.7. In the event that You lose your E-ticket please immediately contact help@wtctheology.org.uk via email and include the name and email address used at the time of booking, as well as details of the type and number of Tickets booked.
- 2.8. In relation to Clause 2.10 We reserve the right to decline to reissue E-Tickets. In the event that a ticket is lost and you are unable to contact us prior to arrival, we may allow entry at the Event subject to the provision of ID evidencing the name and address given at the time of booking.
- 2.9. Tickets are sold subject to the Venue's right and Our right to alter or vary the Event due to events or circumstances beyond Our reasonable control.
- 2.10. Any charitable donations made by You are used solely to help fund the ministry aims of WTC Theology.

3. AVAILABILITY

- 3.1. We make all reasonable efforts to ensure Tickets are only sold according to availability. Please note, however, should tickets be oversubscribed we reserve the right to cancel your Ticket should We find that certain types of Tickets are oversold.
- 3.2. In the event that the above applies, a full refund including the Service Charge will be provided.

3.3. Tickets may not be available on the gate at the Venue.

4. ORDERS

- 4.1. Please ensure that you have checked your order carefully before submitting it.
- 4.2. No part of the booking process constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is confirmed by Our sending you an Order Confirmation by email.

5. PAYMENT

- 5.1. Tickets require payment in advance during the order process.
- 5.2. When making Your payment, the cardholder must be present and use their own credit or debit card. When You complete the booking and submit Your card details for payment You warrant to Us that this is the case. This is part of the credit card merchant agreement We have in place, and is to protect Us and the cardholder from potential credit card fraud.
- 5.3. Please note that by booking online You acknowledge and agree that although all parties endeavour to take all reasonable steps to safeguard the booking process, the use of internet booking can never be completely secure.
- 5.4. In the unlikely event of a payment error, where a duplicate payment is taken, it is Your responsibility to contact Us at help@wtctheology.org.uk to inform Us of the error, which we will then rectify accordingly where possible. Please provide Your name, address, email address used and booking details should be included.
- 5.5. All Tickets, unless purchased at the gate of the Venue, are delivered electronically via an E-ticket email which will be issued by Our ticketing platform. It is Your responsibility to print and bring Your E-ticket with You (or have your e-ticket available via your Apple Wallet or other digital means) to the Event where it will be exchanged for a wristband. Failure to do so may lead to refusal of entry at the Event without refund.
- 5.6. We will only send E-tickets to the email address given at the time of booking. This is a security measure to ensure that Your Tickets are not delivered fraudulently to another party.

- 5.7. If orders are returned to Us as “unknown email” We reserve the right to cancel the order without refund.

6. DISCOUNTED TICKETS

- 6.1. Discount codes are offered at the discretion of WTC and may be revoked at our discretion if we assess a breach of a use. A breach of use constitutes, but is not limited to, the sharing of discount codes with non-eligible parties, the use of discount codes to purchase tickets by non-eligible parties, or the use of discount codes to resell tickets at profit by a third party.
- 6.2. Groups of over 20 tickets purchased together that are eligible for discount are only available for use by genuine church groups, friendship groups or local communities who wish to attend the Event together using the discounted price.
- 6.3. The discounted rate must not be advertised or the collection of data be promoted to the general public in order to sell tickets to a group on a wider basis than suggested in Clause 6.20.
- 6.4. We prohibit any persons from acting as a third party Ticket agent to the general public unless authorised by WTC to do so.

7. RIGHT TO ADMISSION

- 7.1. Your Ticket is issued subject to our terms and conditions, and the conditions of the ticketing platform and the Venue. Full details are available on Our site. Breach of any of these Rules and Regulations or any unacceptable behaviour, nuisance or injury shall entitle Us or the Venue owners to eject You from the Event.
- 7.2. Prolonged exposure to loud noise may cause damage to Your hearing. We strongly recommend the use of ear defenders if this is a concern or if you have hearing issues, and advise all attendees to take any personal health and safety precautions in relation to their own medical needs they deem necessary.
- 7.3. We reserve the right to refuse admission to or eject Ticket-holders from the Venue without a refund; in the latter case for any breach of Our Rules and Regulations or these Terms and Conditions:

- 7.3.1. Anti-social behaviour will not be tolerated and will result in ejection from the site without refund or compensation.
 - 7.3.2. Dangerous behaviour, including the possession of weapons or drugs, fly pitching or sale of any other goods or other unauthorised trading will result in immediate expulsion from the site. Flyers should not be distributed anywhere on the Event site without Our express written permission.
 - 7.3.3. No unauthorised trading is permitted within the Venue or any official parking facility.
 - 7.3.4. No unauthorised use of drones, photography, recording or filming is permitted.
 - 7.3.5. No children under the age of 11 are permitted to attend. All children must have their own ticket for admission
- 7.4. Ticket Holders consent to being photographed, filmed and sound recorded as an audience attending the Event, without payment, and to their image being used in any and all media, for any purpose at any time throughout the world, by WTC and its authorised partners. We shall own the copyright in all such recordings.
- 7.4.1. If you attend the Event with a child under the age of 18 you give Us your express consent on their behalf.
 - 7.4.2. Should you wish to retract or refuse consent for “being photographed, filmed and sound recorded” then please contact us and we will make sure that any relevant photographs taken and published are removed from their location of publication without delay.
- 7.5. The right to admission to the Event is reserved by Us and the Venue owners who take health and safety, environment and security concerns into account at their discretion, and may on occasion request security searches (including of bags and vehicles).
- 7.6. We reserve the right to confiscate any item which in Our opinion may cause danger and/or disruption, be a health and safety risk, not be suitable to be taken into the Event or is prohibited by these Terms and Conditions.
- 7.6.1. Anyone found in possession of illegal substances or contraband goods will be refused admission to or ejected from the Venue and may also be reported to the police or other relevant authorities.

Prosecution for the committing of criminal offences may then follow. Any items found that may be used illegally or deemed by us to be offensive or potentially offensive will be confiscated, regardless of whether or not the item itself is illegal.

- 7.7. No refund will be offered to Ticket holders refused entry or ejected from the Venue on account of late arrival, being (or appearing to be) under age (under 18) and unaccompanied, declining to be searched, abusive, threatening, drunken or other anti-social behaviour (including smoking in prohibited areas), carrying offensive weapons (or any item which We consider could be used as a weapon including sharp objects), fireworks, laser pens, laser equipment, bottles, cans or glass containers, items with an open flame, illicit drugs or illegal substances, or making unauthorised audio, video or photographic recordings.
- 7.8. Where action is considered criminal or illegal it will be reported to police and those involved may face criminal prosecution. Persons caught defacing or causing damage to the site will be evicted from the site and will face criminal prosecution and/or civil action for recovery or loss and damage.

8. ATTENDEES WITH ACCESS REQUIREMENTS

- 8.1. We take the needs of customers who are disabled or who have other access requirements very seriously and seek to provide appropriate support to enable them to attend.
- 8.2. If You have access requirements please contact Us as far in advance of the Event as possible by contacting help@wtctheology.org.uk. This is important as without knowing your access requirements we are unable to advise of the support which can be provided and it is possible that we may be unable to fully cater for your needs at the event.

9. CANCELLATIONS, CHANGES AND REFUNDS

- 9.1. The event may need to be cancelled or postponed. In the event of early cancellation, details of the action to take and any deadlines for refund requests will be posted to www.wtctheology.org.uk. In the event of the cancellation of the Event due to restrictions imposed by central government, the local authority or by Our insurers, You will have the option of (1) requesting a refund, or (2) donating the cost of the Ticket to the ministry aims of WTC Theology.

- 9.2. If an event cancellation results in the refund of the face value of your Ticket, neither WTC nor the Venue will have any further liability beyond the face value of the ticket. Refunds will be processed automatically within 7 days after the date of the scheduled Event.
- 9.3. Please note that the refund in Clause 9.2 does not include Service Charges and/or any other costs that you may have incurred.
- 9.4. If Events are cancelled, We will use reasonable endeavours to notify Ticket holders of the cancellation as soon as We are able. However, it is ultimately Your responsibility to ascertain whether an Event has been cancelled or rescheduled as We cannot guarantee that Ticket holders will be informed of such cancellation before the date of the Event.
- 9.5. If Events are rescheduled, Ticket holders will be offered Tickets at any rescheduled performance of the Event (subject to availability) up to the face value of the Tickets or, if Ticket holders cannot attend the rescheduled performance a refund of the face value of the Tickets only may be provided at Our discretion.
- 9.6. We will refund the face value of the Tickets only using the same method as was used to purchase them.

10. EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)

- 10.1. We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, Royal mourning, national mourning, lockdowns and other national or local restrictions imposed by central or local government, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic (including Covid19 or similar) or other natural disaster, or any other event that is beyond Our reasonable control.

11. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

- 11.1. All personal information that We may collect (including, but not limited to, Your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and Your rights under that Act, and in accordance with Our [Privacy Policy](#), a copy of which can be accessed [[here](#)].

- 11.2. We may use Your personal information, as more particularly set out in Our Privacy Policy, to:
- Provide Our goods and services to You;
 - Process Your Order (including payment) for Tickets; and
 - Inform You of other services available from Us (if You opt or have previously opted to receive such communications from Us). You may request that We stop sending You this information at any time.

WTC and the partners we work with will only contact Us in accordance with Our Privacy Policy. We will not pass on Your personal information to any third parties.

12. LIABILITY

- 12.1. You agree that neither We nor the Venue shall 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 Our obligations under these Terms and Conditions including, but not limited to, loss of profits, anticipated profits, business or opportunity, loss of publicity or consequential loss arising from the performance (or any failure to perform) these Terms and Conditions, save as is otherwise provided for in these Terms and Conditions.
- 12.2. Neither We nor the Venue will 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 save as is otherwise provided for in these Terms and Conditions, and subject to Your statutory rights.
- 12.3. You agree that neither We nor the Venue will be liable for any loss, injury or damage to any person (including You) or property however caused (including by Us or the Venue) in any circumstances unless due to the negligence or wilfully malicious act of Us or the Venue and/or to the extent that any increase in any loss or damage results from the breach by you of any of these Terms and Conditions.

13. LAW AND JURISDICTION

- 13.1. These Terms and Conditions, any disputes arising out of or in connection with its subject matter, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law. The parties to this Agreement hereby irrevocably agree that the Courts of England have exclusive jurisdiction to

settle any dispute or claim that arises out of or in connection with this Agreement.

- 13.2. If any provision of this Agreement (or any part of this provision) is found by a court or other authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.