

Terms and Conditions: Updated 26th April 2016

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I. Acceptance of Terms and Conditions

- A. Merton College Winter Ball (hereafter "the Ball") is organised and run by the Merton College Winter Ball Committee of the Junior and Middle Common Rooms of Merton College (hereafter "the Committee") at Merton College (hereafter "the College")
- B. The Committee may be contacted at the following address: Ball Secretary, Merton College, Merton Street, Oxford, OX1 4JD, United Kingdom, or at: ball.secretary@merton.ox.ac.uk.
- C. Participation in the Ball is subject to the following Terms and Conditions. Failure to adhere to these Terms and Conditions may result in refusal of entry or ejection from the Ball without refund for the Ticket Holder or their Guests.
- D. The Committee reserves the right to alter these Terms and Conditions to address any issues of safety and protect the interests of the College, Merton JCR and Merton MCR.

II. Ticket Eligibility

- A. Ticket purchases will only be accepted when the purchaser (hereafter "the Ticket Holder") is a current student, alumnus or employee of the University of Oxford (hereafter "the University") and/or its constituent colleges and halls. Their guests (hereafter "the Guest[s]") need have no affiliation with either the University or one of its constituent colleges.
- B. All Ticket Holders and Guests must be 18 or over by the 26th November 2016 and be able to produce photographic ID to verify this.

III. Ticket Purchase

- A. The sale of tickets to the Ball is subject to availability.
- B. Tickets may only be purchased via the official online form at mertonball.co.uk (hereafter "the Ball Website").
- C. Tickets may not be resold for the purpose of commercial gain. If there is evidence that a person is found to be reselling for commercial gain both the ticket seller and buyer[s] will be refused entry to the Ball and their tickets will be forfeited without refund.
- D. Ticket Holders may purchase additional tickets for Guests. The number of Guest tickets a Ticket Holder is permitted to purchase accords to the schema given by the Ball Website.

- E. It is the responsibility of the Ticket Holder to give the details of themselves and their Guests accurately on the Ball Website when purchasing tickets. Incorrect details may render a ticket void.
- F. The Ticket Holder must notify their Guest[s] of these Terms and Conditions. The Ticket Holder submits, upon purchasing the tickets, to these Terms and Conditions on behalf of their Guest[s] as well as themselves.
- G. Tickets will cost members of Merton College JCR, MCR, SCR and staff £160. This includes graduating students who will be members at the time of the ticket purchase but not at the time of the Ball, all Lecturers and Fellows of the College at the time of the ticket purchase but not at the time of the Ball and those members who have not yet matriculated but will have by the time of the Ball (those matriculating in Michaelmas Term 2016).
- H. Tickets will cost alumni, members of the wider University and all Guests £180.
- I. A limited number of tickets are available for a formal dining experience to precede the Ball. These will cost £50 for all prospective Ticket Holders and are only valid in combination with a general ticket.
- J. If any Ticket Holder fails to pay the correct amount for themselves and/or their Guest[s] according to the schema above, they will either be refunded the amount of their overpayment or, in the case of underpayment, will be refunded the full amount and their tickets will be void. Alternatively, at the discretion of the Committee, they may be asked to make an additional payment in rectification.
- K. In the event that the Ball sells out the Committee reserve the right to create a waiting list of prospective Ticket Holders and distribute tickets according to availability. The Committee may prioritise members of the College over other prospective Ticket Holders on this waiting list when distributing further tickets.
- L. Ticket purchase will be conducted through an online service provided by Tilt. Only at the discretion of the Committee, and under exceptional circumstances, may payment be made by other means.
- M. Prospective Ticket Holders are advised to follow the purchase instructions on the Tilt website carefully. The Committee is not responsible for any pecuniary loss arising from failure to follow the instructions on the Tilt site.
- N. Only the confirmation email from Tilt will be accepted as proof of purchase of a Ball ticket[s].
- O. Until the Ticket Holder receives their wristband[s] the Committee reserves the right to terminate the contract without prior notice and will refund any payment made by the Ticket Holder to the Committee in this case.

IV. Refunds

- A. No refunds will be offered for any Ball tickets or dining tickets, except in exceptional circumstances and at the discretion of the Committee.
- B. If a refund is offered, the Committee will pay the refund by a method of their choosing.

V. Information Changes

- A. At the request of the Ticket Holder one or more of the names associated with their tickets may be changed until the distribution of wristbands. There will be an administrative charge per name change of £5 which will be a donation to our nominated Ball charity: Make-A-Wish Foundation UK.
- B. For those who have purchased a formal dining ticket, dietary requirements may be changed without charge up to two weeks before the Ball (12th November 2016).
- C. Any details except the name associated with each ticket and the dietary requirements (e.g. email addresses) may be changed without charge until the distribution of wristbands.

- D. Name changes must be requested via the Ball Website with the Tilt form linked and labelled appropriately. All other changes or enquiries should be directed to ball.secretary@merton.ox.ac.uk.

VI. Wristband Collection

- A. Wristbands grant entry to the Ball, proof of ticket purchase or any other related document does not grant entry. Without a valid wristband, no Ticket Holder or Guest may enter the Ball.
- B. Wristbands that appear to be false or have been tampered with will not grant entry to the Ball.
- C. Wristbands must be collected within the time slots indicated by the Ball website and communicated to all Ticket Holders well in advance of these slots.
- D. One collection time slot will be on the day itself and this will be reserved for alumni collecting wristbands.
- E. All tickets bought by a Ticket Holder will have an associated wristband, all of these wristbands must be collected by the Ticket Holder themselves. It is the responsibility of the Ticket Holder to pass on any Guest wristbands to their Guest[s].
- F. The Committee takes no responsibility for wristbands lost after collection by the Ticket Holders or their Guest[s].
- G. In order to collect their wristbands, Ticket Holders must present themselves with photographic ID demonstrating their own identity during one of the collection slots, they need not present photographic ID for their Guest[s] and their Guest[s] need not be present. However, both Ticket Holders and their Guest[s] will require photographic ID in addition to their wristbands upon entry to the Ball.
- H. If a Ticket Holder is unable to collect their wristbands during any of the allotted collection times, they may request an alternative arrangement e.g. to have a Guest collect them or to collect them at a more convenient time. However, the Committee will only agree to such a request in exceptional circumstances and at its own discretion. Requests should be made to ball.secretary@merton.ox.ac.uk.

VII. Admission to the Ball

- A. Entrance times to the Ball for general tickets and for dining tickets (commencing earlier) will be communicated to Ticket Holders well in advance of the Ball. Entrance outside of these times will only be permitted with prior written permission of the Committee.
- B. Entrance is final, no re-entry will be permitted except with the prior written permission of the Committee.
- C. Entry will only be granted to both Ticket Holders and Guests with the presentation of worn wristbands and photographic ID for all (not merely the Ticket Holders as at wristband collection). The name given on the photographic ID must match the Committee's database for both Ticket Holders and Guests for entry to be granted to the Ball.
- D. The Committee reserves the right to inspect clothing, containers, bags and packages in the possession of Ticket Holders and Guests on entry and at any point during the Ball, in order to confirm that these Terms and Conditions are being adhered to.
- E. Use of the cloakroom is at the Ticket Holder or Guest's own risk. The Committee is not responsible for the security of personal possessions left in the cloakroom or in any other location in the Ball.

VIII. Conditions of Admission

- A. The Committee and, by delegated authority, the security team reserve the right, with reasonable cause, to refuse entry or remove any Ticket Holder or Guest from the Ball without refund. Reasonable causes include, but are not limited to:
1. A Ticket Holder or Guest being incapacitated by alcohol;
 2. A Ticket Holder or Guest being under the influence of or in possession of any illegal substance;
 3. A Ticket Holder or Guest not being in possession of a wristband and a photographic ID with a name matching our database;
 4. A Ticket Holder or Guest is under the age of 18;
 5. A Ticket Holder or Guest is in possession of a prohibited item. These include but are not limited to:
 - a) Alcohol other than that provided by the Ball;
 - b) Animals except service animals (e.g. guide dogs);
 - c) Weapons;
 - d) Any item that could be considered a weapon;
 - e) Fireworks;
 - f) Glass (including bottles);
 - g) Musical instruments;
 - h) Amplification equipment;
 - i) Unauthorised advertising or marketing material;
 - j) Food and drink other than that provided by the Ball;
 - k) Containers in excess of 1.5 litres;
 - l) Banners, signs and flags;
 - m) Monopods and tripods;
 - n) Bicycles, roller blades and skateboards;
 - o) Any substances whose possession is prohibited by Law.
 6. A Ticket Holder or Guest attempts to:
 - a) Cause wilful damage to the College premises or Ball infrastructure;
 - b) Interfere with the Committee, their contractors, College employees, or College Officials in the exercise of their powers, functions or duties;
 - c) Interrupt any event or entertainment;
 - d) Engage in conduct which poses risk to the safety of themselves or others;
 - e) Engage in conduct, or speak to, any person in a manner which offends, insults, humiliates, intimidates, threatens, disparages or vilifies that other person on the basis of race, religion, colour, sexual orientation, gender, descent or national/ethnic origin.
 - f) Take photographs and recordings for any purpose other than personal use;
 - g) Enable someone without a valid ticket, or who has been previously refused entry or removed from the Ball, to enter the Ball by any means. Such enabling actions may include but are not limited to:
 - (1) Opening an entrance into the College premises;
 - (2) Concealing someone within the College premises, including within one's room;
 - (3) Distracting a member of the Committee or the security team;
 - (4) Providing material to an individual with which they could manufacture a counterfeit wristband;
 - (5) Providing false information to the Committee or the security team;
- B. For security purposes the Committee, their contractors, the security team and the College may operate surveillance equipment on the premises including security cameras. By entering the Ball, you consent to information about yourself (including photographs and videos) being recorded and disclosed to others including,

without limitation law enforcements bodies and persons involved in relevant legal or disciplinary actions to the extent that the Committee deems such disclosure to be necessary so as to protect their lawful interests, the public interest or the safety of persons or property present at the Ball.

- C. The Ball is a white tie event. This could consist of any of the following: white tie, mess dress, highland dress, ball gown. For clarification consult <http://www.debretts.com/british-etiquette/british-behaviour/h/dress-codes/white-tie>, ignoring any reference to gender.

IX. Health and Safety

- A. Ticket Holders and Guests must comply with Health and Safety Laws and Regulations, and with instructions and rules given in this regard by the Committee, their contractors and the security team.

X. Disabilities and Allergies:

- A. Ticket Holders and Guests who are likely to require special measures should contact the Committee at least a month before the ball (at ball.secretary@merton.ox.ac.uk) such that adjustments can be made to ensure they enjoy as much of the evening and entertainment as possible.
- B. Ticket Holders and Guests should be aware that:
1. Some areas of the College may remain inaccessible for those with certain physical disabilities despite the best efforts of the Committee;
 2. Some entertainment may remain inaccessible despite the best efforts of the Committee;
 3. There will be substantial use of flashing lights throughout the Ball, Ticket Holders and Guests who suffer with epilepsy or a similar condition should take note of this in particular.
- C. Ticket Holders and Guests with allergies should specify these on the web form when purchasing tickets and notify the committee of any changes at least two weeks before the Ball (at ball.secretary@merton.ox.ac.uk).
- D. Within the Ball Guide (to be distributed on the collection of wristbands and at the Ball itself) will be a dietary guide to the Ball to aid those with allergies. The Committee cannot guarantee that this guide will be completely accurate despite making every effort in this regard. The Committee cannot guarantee that food marked as allergen free is also free from any trace of the allergen.

XI. Liability

- A. To the maximum permitted extent under Law, the Committee and the College will not be liable for any injury, loss, or damage to personal property suffered by a Ticket Holder or Guest during the Ball.

XII. Programme

- A. The programme of the Ball is at the discretion of the Committee and is subject to change without notice.

XIII. Data Protection

- A. Information regarding Ticket Holders and Guests will be dealt with in accordance with the Data Protection Act 1998:
1. We will not pass your information on to third parties without your express consent;
 2. Your information will only be used for the purposes of the Ball;
- B. There will be photographers operating during the Ball. By purchasing tickets the Ticket Holder and their Guest[s] are consenting to photographs being taken of them at the Ball and that these may be released into the public domain. The copyright of these photographs will be retained jointly by the Committee and the photographers.

XIV. Force Majeure

- A. No refunds will be made if the Ball or any part of the programme has to be cancelled due to an "Event of Force Majeure", including but not limited to: Acts of God (such as, but not limited to, fire, flood, earthquake, storm, hurricane or other natural disaster); war; invasion (whether by humans or any other species); act of foreign enemies; hostilities (regardless of whether war is declared); civil war; rebellion; revolution; insurrection; military or usurped power or confiscation; terrorist activities; nationalisation; government sanction; blockage; embargo; labour dispute; strike; lockout or interruption or failure of electricity or telephone service; contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; contamination by substance with chemical or biological hazard.