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## MAGDALENE MAY BALL

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— 1911 · 2017 —

# Terms and Conditions

The purchase of a pair of tickets (hereinafter 'a ticket') to the Magdalene May Ball 2017 (hereinafter 'the Ball') constitutes a non-transferable contractual relationship between an individual who purchases a ticket (hereinafter 'the Purchaser') and the Magdalene May Ball Committee (hereinafter 'the Committee'), subject to the provisions set out herein:

### General

1. A single ticket admits a pair of guests.
2. Purchase of a ticket deems that the Purchaser has read the following Terms and Conditions and is bound by them.
3. Ticket applications *must* be made online (<https://www.mayballticketing.co.uk>), unless they are Pepys Club tickets, in which case applications must be made by email to the Vice-President of the Committee, Miss Amy Webster ([vice-president@magdalenemayball.com](mailto:vice-president@magdalenemayball.com)). No other form of application will be considered, except at the Committee's absolute discretion.
4. Receipt of an application does not guarantee a prospective Purchaser a ticket.
5. Tickets are non-refundable. In the unlikely event that the Committee authorises a ticketing refund, it will be subject to an administration charge of at least 25% of the total ticket price, in addition to any VAT charges incurred.
6. Possession of a ticket does not confer any rights (by implication or otherwise) on Purchasers to use, alter, copy, or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the ticket or in connection with the Magdalene May Ball.
7. Current Magdalene students and alumni are eligible to apply for up to three pairs of tickets from 1800 hours on Sunday, 20<sup>th</sup> November 2016 to 2359 hours on Sunday, 27<sup>th</sup> November 2016. Applying for three pairs does not guarantee reservation of three pairs, tickets will be allocated through a

weighted allocation process. For further details on the balloting process, please refer to point 40 below. The opportunity to purchase more pairs may become available at a later date, at the Committee's absolute discretion.

### Payment

8. For the avoidance of doubt, the time of the payment is deemed to be the time when funds are received in the Committee's bank account, and not when payment is initiated by the Purchaser.
9. By submitting an online application, a prospective Purchaser is bound to pay the Committee the full ticket price unless and until the Committee unequivocally communicates to the prospective Purchaser that they will not receive a ticket. In return, the Committee undertakes to consider all applications fairly and within four weeks of receipt.
10. Purchasers are required to make a deposit of £50 *per reservation* by 2359 hours on Sunday 11<sup>th</sup> December 2016. If this instalment is not paid, the Purchaser forfeits any rights to the ticket(s) and the Committee is entitled, at its absolute discretion, to redistribute the ticket(s) in any way that it sees fit.
11. Purchasers must make their deposit (£50 for one ticket, £100 for two tickets and £150 for three tickets) in a single transaction.
12. Full payment of the ticket price is due by Sunday, 5<sup>th</sup> March 2017, 2359 hours. Full payment of the ticket price is to be done in *one* single transaction. In the event that the Purchaser is allocated two or three tickets, the Purchaser must pay the sum total of the tickets in one transaction. If the Purchaser is unable to afford a single payment, the Purchaser must notify the Ticketing Officer, Mr Robert Calvert ([ticketing@magdalenemayball.com](mailto:ticketing@magdalenemayball.com)).
13. Failure to pay the full ticket price by Sunday, 5<sup>th</sup> March 2017, 2359 hours, results in the forfeiture of the deposit.
14. Payment for all tickets is to be made online following the instructions posted on the website. Please include your six digit long user identifier in the reference field. Should the Ticketing Officer be unable to clearly identify the transaction into the aforementioned account with the appropriate ticket applicant, the Committee reserves the right to assume no payment has been made.
15. Payments with incorrect identifiers or incorrect amounts will *not* count towards meeting the deadlines stated above.

### Waiting List

16. If a prospective Purchaser is unsuccessful in making an application and expresses an interest in reserve tickets or if a prospective Purchaser is late in making an application they will be added to the waiting list. When tickets become available, each eligible applicant on the waiting list will be given six days, beginning from the moment they are notified, to place a deposit. Should an applicant fail to place the deposit after the six days, their name will be removed and the ticket will be offered to the next applicant on the list.

### Name Change and Alterations

17. The submission of an application containing incorrect, misleading or false details will render that application void, save in the case of a contrary decision by the Committee.
  - (a) Personal information is stored electronically and is dealt with in accordance with the Data Protection Act 1998.
  - (b) All such information will only be used for the purpose of the Ball and will not be passed onto any third party, unless the Purchaser has given their consent for such details to be passed.

18. Purchasers are responsible for providing complete and accurate contact and personal details on behalf of themselves and any other individual for whom they purchase tickets (hereinafter both 'Guests') as requested by the Committee. These are likely to include dietary and access requirements.
  - (a) Any requests for alteration to the names supplied by a Purchaser for attendance must be made online (<https://www.mayballticketing.co.uk>), using the same login details with which the Purchaser initially applied for tickets.
  - (b) The Committee must receive notice of any proposed alterations by 2359 hours on Sunday 5<sup>th</sup> March 2017, and these will be done at no extra cost, subject to approval by the Committee.
  - (c) Any requests to alter either names, or details, or both, on a ticket, received after 5<sup>th</sup> March 2017 incurs a ticket alteration fee of £30 on acceptance by the Committee of such alteration. Each subsequent alteration will also cost £30.
  - (d) Any requests to alter either names, or details, or both, on a ticket, received after 2359 hours on 13<sup>th</sup> June 2017 incurs a ticket alteration fee of £60 on acceptance by the Committee of such alteration. Each subsequent alteration will also cost £60.
  - (e) For the avoidance of doubt, changing details a second time while the first change is pending (whether or not due to lack of approval by the Committee or the lack of payment by the Purchaser) counts as a second name change (and so forth).
  - (f) The Committee reserves the right to reject any such applications at its absolute discretion, particularly where it appears likely that the alterations result from resale or other distribution of tickets not in keeping with the Committee's retained right as sole distributor of tickets.

#### **Unauthorized Resale or Purchase of Ticket**

19. For the avoidance of doubt, an unauthorized resale of a ticket occurs when the ticket is sold for a higher price than the original price set by the Committee (discounting the extra costs incurred due to name changes). An unauthorized purchase occurs when a ticket is bought for a higher price than the original price set by the Committee (discounting the extra costs incurred due to name changes).
20. Unauthorized resellers will be reported to the May Ball President's Committee, and the reseller will be barred from applying for a ticket for the Ball in 2019.
21. Unauthorized Purchasers will be barred entry for the Ball in 2017.
22. For the avoidance of doubt, such resellers and Purchasers will not be able to claim a refund from the Committee for the value of the ticket (even for the true value of the ticket), deposit and name change(s), if any.

#### **On the Night of the Ball**

23. No person under the age of eighteen may attend the Ball. Any person under that age who is found attending the Ball will be required to leave immediately, and any person under that age who is found attempting to enter the Ball will be refused admittance.
24. The Guest must retain the ticket on his or her person for the full duration of the Ball.
25. Admission to the Ball will be at such times and by such route or routes as the Committee decides.
26. In the interest of health and safety, all Guests must comply with all safety and security checks as deemed necessary by the Committee.
  - (a) The Committee reserves the right to conduct security searches and confiscate any item which, in the opinion of the Committee, may cause danger or disruption to others at the Ball.
  - (b) Guests shall not bring all or any of the following into the Ball: fireworks; laser equipment; animals (except guide dogs); their own food and drink; bottles, cans or glass containers; any item which the Committee considers could be used as a weapon (including sharp or pointed objects such as knives); and any illegal substances.

- (c) Failure to comply with any of these measures will result in ejection from, or non-admittance to, the Ball.
27. The Committee reserves the right at its absolute discretion to refuse admission to the Ball to any person, whether or not he or she is in possession of a valid ticket. In particular, admission to the Ball will be refused to any person who:
- (a) Fails to produce a valid Ball ticket and corresponding valid photographic ID. For the purpose of admission to the Ball, the Committee will accept as valid photographic ID a driver's licence, passport or official Cambridge University ID card.
  - (b) Fails to ensure that the security details on their tickets have not been duplicated.
  - (c) Does not adhere to the dress code specified on the Magdalene May Ball website on the date of the Ball; or
  - (d) In the opinion of a member of the Committee, is unfit for admission by reason of being under the influence of alcohol, drugs or any illegal substance, or is behaving in an anti-social or otherwise unacceptable manner.
28. The Committee accepts no responsibility for lost, stolen or destroyed tickets. The Guest is solely responsible for his or her ticket.
- (a) It may not always be possible to issue duplicate tickets, and any such request must be made to the Committee by midday on 14<sup>th</sup> June 2017 at the latest. There may be a charge imposed on the Purchaser for reasonable costs of reprinting and distribution of the replaced ticket.
  - (b) Tickets which are in any way altered, defaced or have otherwise been interfered with will be invalid for admittance to the Ball.
29. All Guests acknowledge by purchasing a ticket the right of the Committee and any persons engaged to work on the Committee's behalf (hereinafter 'the Workers') to take any action they deem necessary in the interests of safety and security or the enjoyment and well-being of any other persons during the Ball, and to secure compliance with these Terms and Conditions including, where necessary, requiring any Guest to leave the Ball immediately.
30. Guests will be issued with identification bracelets (or equivalent) on the night of the Ball which must be worn during the Ball and shown to any member of the Committee or any of their Workers, contractors, subcontractors or independent contractors.
31. For the avoidance of doubt, Guests may not re-enter the Ball once they have left, for any reason, subject to the Committee's absolute discretion.
32. The Committee shall have the absolute right to require any person who, after admission, behaves in any such manner as above or who fails to comply with these Terms and Conditions, to leave the Ball immediately. In the event that this term is triggered, no part of the ticket price will be refunded.

### **Committee Liability**

33. To the maximum extent permitted by law, neither the Committee nor Magdalene College accept any liability whatsoever for any loss or damage to the personal or other property of any person attending the Ball, whether caused by any default or want of care on the part of any member of the Committee or any of its Workers, contractors, subcontractors or independent contractors, or otherwise. Guests are strongly advised to insure any items of value before attending.
34. To the maximum extent permitted by law, under no circumstances shall the Committee be responsible for any injurious act or default committed by themselves or any of the other persons referred to in the previous clause which may cause death or personal injury, unless and to such extent as such act or default could have been foreseen and avoided by the exercise of due care and diligence on the part of the Committee.

35. The Committee reserves the right at its absolute discretion to change all or any part of the programme for the Ball, including the entertainment and the dining menu. No such change shall provide any cause of action on the part of any person attending the Ball.
36. The Committee shall be under no liability of any kind in the event of any curtailment, cancellation or change of date of the Ball which may be made necessary as a result of any Act of God, national or local emergency, period of national mourning, act or omission of central or local government or the police, an industrial dispute of any kind, fire or severely adverse weather conditions rendering it dangerous, prohibitively expensive, or for any other reason, impracticable to hold the Ball. Any such decision to curtail, cancel or change the date of the Ball shall be at the absolute discretion of the Committee and shall give not provide grounds for a cause of action on the part of any person.
37. Guests are expected to conduct themselves with due care throughout the Ball. The Committee does not in anyway condone excessive alcohol consumption and hereby gives notice of the risks inherent in careless participation at the Ball. All care is taken to minimise risks including, but not limited to, trip hazards, suspended objects, hot surfaces and equipment at the Ball. By agreeing to the terms of this document, the participant acknowledges receipt of this notice.

### Photography and Related Terms

38. The taking of photographs and video or tape recordings for recreational and personal purposes is allowed; however, recordings for all other purposes is absolutely prohibited. Persons considered by the Committee to be making prohibited recordings may be asked to refrain from doing so and, on refusal, may be required to leave the Ball. In such circumstances no refund will be given. Notwithstanding the terms of this section, the Committee may require guests to refrain from taking photographs and video recordings even for personal use if this is necessary to prevent the Committee from being in breach of contract with a particular artist. This request will be made clear on the night of the Ball. If such a request is made, the provisions of this section relating to expulsion will apply.
39. By attending the Ball, Guests consent to be photographed and to be included in the filming of footage documenting the Ball. Guests hereby waive any and all rights of publicity or privacy and grant the Committee full and complete permission to utilise and exploit their appearance at the Ball in any and all media for any purpose throughout the world, in perpetuity. This includes filming by police or security staff that may be carried out in the interests of the safety and security of Guests.

### Website

40. This year Magdalene May Ball will be using an online system to manage the Ticketing system. By using the system the account holder who created the account (hereafter 'the User') agrees to the following conditions:
  - (a) Users may only have a single account active at once unless given direct confirmation by the Ticketing Officer, Mr Robert Calvert ([ticketing@magdalenemayball.com](mailto:ticketing@magdalenemayball.com)).
  - (b) Users must ensure the details they enter are correct, and must not impersonate another individual.
  - (c) Users must keep their passwords private. Any breach must be immediately reported to the Ticketing Officer.
  - (d) For the avoidance of doubt, any action taken against a User ID will be tied to the User who created the User ID unless the Ticketing Officer is aware that the User was not in a position to control the activities performed by the account with which the User ID is linked.
  - (e) Users must not try to circumvent restrictions placed on their account, to access files they are not permitted, degrade the service or attempt to reverse engineer any part of it. Any actions against this term may be considered criminal under the Computer Misuse Act. In that eventuality all User information, log files and records will be used as evidence if required, to the extent permitted by law.

Failure to adhere to any of the above conditions may result in account suspension. In some cases this may result in any tickets being attached to the account to be forfeit with no obligation of a refund.

#### **Legal Matters**

41. Any queries should be directed to the Legal Officer, Mr Azfer A. Khan ([legal@magdalenemayball.com](mailto:legal@magdalenemayball.com)).
42. The Committee reserves the right at any time up until the commencement of the Ball to amend, add or replace any of these Terms and Conditions.
43. Where the Committee exercises its right of termination under any of the above Terms, the position of the parties will be as if the main contract had never existed.
44. This agreement constitutes the entire agreement between the Purchaser and the Committee.