

iZambeziFest – Terms & Conditions of Contract for Admission

1. Definitions

In these Terms & Conditions of Contract for Admission (“Terms”), “Event” refers to iZambeziFest promoted by Walsona Group LTD trading as iZambeziFest (“Organiser”), “Patron” or “Entrant” refers to any ticket-holder or person in attendance, and “Site” refers to all land and premises utilised for the Event.

2. Contractual Acceptance

Purchase of a ticket and/or entry onto the Site constitutes an irrevocable offer by the Patron to enter the Event subject strictly to these Terms and the Organiser’s acceptance thereof. No collateral oral agreements shall be of any force or effect.

3. Ticket Ownership & Non-Transferability

Tickets shall remain the absolute property of the Organiser. Save where expressly permitted in writing, tickets may not be transferred, resold, pledged, assigned, or used for advertising, promotion, competition or hospitality purposes. Any unauthorised dealings shall render the ticket void ab initio.

4. Entire Agreement

These Terms constitute the entire agreement between the Organiser and Patron and replace all prior written or oral communications relating to the subject matter herein. No modification shall be effective unless in writing and executed by the Organiser.

5. No Refunds

Notwithstanding any provision to the contrary and to the fullest extent permissible at law, all ticket sales are final. The Organiser operates a strict no-refund policy, including (but not limited to) instances of illness, travel disruption, adverse weather, changes in personal commitments, or dissatisfaction with programme content.

6. Postponement & Cancellation

6.1 In the event of postponement, tickets shall remain valid for the rescheduled date.

6.2 If the Event is cancelled, the sole remedy available to the Patron shall be a refund of the face value of the ticket. Under no circumstances shall the Organiser be liable for any ancillary costs (including but not limited to accommodation, travel, subsistence or consequential losses).

7. Right of Refusal & Ejection

The Organizer reserves an unfettered and absolute right to refuse admission to, remove, or ban any Patron without notice should the Patron, in the Organiser’s sole opinion, pose a risk to health, safety, security, public order, or event integrity. No refunds shall be due.

8. Age Restrictions

Patrons under 18 years shall not be admitted unless always accompanied by a responsible adult aged 21 or over. The Organizer reserves the right to request valid photographic identification. Failure to comply may result in refusal of admission or removal.

9. Site Rules, Searches & Prohibited Items

9.1 All Patrons, bags and vehicles are subject to security searches.

9.2 No weapons, illegal drugs, fireworks, glass, bottles, laser devices, drones, banners, or items deemed dangerous may be brought onto the Site.

9.3 Confiscated items shall not be returned. No liability shall attach for loss thereof.

10. Alcohol & Beverages

The Organiser retains exclusive rights to sell all alcoholic and non-alcoholic beverages. Patrons shall not be permitted to bring such items onto Site. Vendors, save where expressly licensed by the

Organiser, are strictly prohibited from selling beverages.

11. Food & Trading

Catering may only be sold by authorised Vendors. Patrons may not sell, distribute or advertise any goods or services without written approval of the Organiser.

12. Behavioural Conduct

The Patron shall at all times conduct themselves in a proper and orderly manner. Drunkenness, disorderly conduct, verbal abuse, harassment or racist, sexist or otherwise discriminatory behaviour shall result in immediate expulsion without refund.

13. Image Rights & CCTV

Entry onto the Site constitutes consent to being photographed, filmed or recorded for broadcast, promotional or archival use worldwide, in perpetuity, without compensation. CCTV is in operation for public safety and crime-prevention purposes.

14. Parking

Vehicles are parked entirely at owners' risk. No bailment is created. The Organiser accepts no liability for theft from or damage to vehicles however caused.

15. Personal Belongings

All personal property brought onto the Site shall be at the sole risk of the Patron. The Organiser shall not be responsible for loss, misplacement or theft.

16. Animals

With the exception of registered assistance dogs with prior written approval, animals are not permitted on Site.

17. Noise & Lighting

Exposure to loud music and strobe, pyrotechnic, or flame effects may occur. Patrons attend at their own risk and are advised to use ear and eye protection.

18. Re-entry

Pass-outs or wristbands must be worn at all times. Removal, defacement or transfer will invalidate re-entry rights.

19. Force Majeure

No liability shall attach to the Organiser for any failure to perform, reschedule or cancellation arising from circumstances beyond its reasonable control including, but not limited to, acts of God, flood, fire, war, terrorism, epidemic, riot, governmental order, strike or industrial action.

20. Programme Changes

The Organiser reserves the right to alter, substitute or cancel artists, performances, attractions or timings without any liability.

21. Accessibility

The Organiser shall use reasonable endeavours to facilitate disabled access, however, due to the nature of the Site no guarantee is given. Patrons with accessibility needs should contact the Organiser in advance.

22. Promotions & Sponsorship

No person shall conduct promotional, commercial, media, photographic or sponsorship activity on Site without prior written licence from the Organiser.

23. Smoking & Vaping

Smoking (including e-cigarettes and vaping) is permitted only in designated outdoor areas.

24. Health & Safety Compliance

Patrons must comply with all safety guidance, signage, steward instructions and emergency notices. Failure to comply may result in immediate expulsion.

25. Fire & Emergency Procedures

Open flames, barbecues or ignition sources are strictly forbidden. In the event of emergency, Patrons must vacate the Site promptly using the nearest exit as directed.

26. Medical Treatment

The Patron hereby consents, if required, to the provision of emergency medical treatment by on-site medical personnel. The Organiser accepts no liability for any loss, damage or injury arising therefrom except in cases of proven negligence.

27. Liability Waiver

Save for death or personal injury directly caused by the negligence of the Organiser, the Organiser shall not be liable for any loss, injury, damage or consequential loss whatsoever suffered by the Patron.

28. Third-Party Liability

The Organiser shall not be liable for any acts, omissions or default of third-party contractors, performers, Vendors, other Patrons or landowners.

29. Intellectual Property

The iZambeziFest name, logos, artwork, branding and associated intellectual property belong exclusively to the Organiser. Use without written licence is strictly prohibited.

30. Responsible Ticket Holder

The primary ticket purchaser shall be liable for ensuring all persons attending under tickets issued to them comply fully with these Terms and any directions given by the Organiser.

31. Environmental Obligations

Patrons shall dispose of waste in bins provided and avoid causing nuisance to residents, wildlife or the natural environment.

32. Drones

Operation of drones, UAVs or any flying recording/photographic devices by Patrons is strictly prohibited and may result in confiscation and prosecution.

33. Camping & Overnight Stays

Unless expressly authorised for a particular edition, camping, caravanning or overnight use of the Site is prohibited. Any unauthorised overnight stay shall constitute trespass.

34. Content Advisory

The Event may include performances containing explicit language, adult themes or sensory effects not suitable for all audiences. Attendance is entirely at Patron's discretion and risk.

35. Data Protection (GDPR)

Personal data collected by the Organiser shall be used in accordance with the UK GDPR and Data Protection Act 2018 for administration of the Event, security, and, where consent is given, marketing. Patrons may unsubscribe from marketing at any time.

36. Recording Equipment

Professional photography, audio or video recording for commercial purposes is prohibited without prior written permission of the Organiser. The Organiser may require deletion of unauthorised recordings.

37. Severability

Should any provision of these Terms be deemed invalid or unenforceable, such provision shall be severed and the remainder shall remain in full force and effect.

38. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England and Wales. The Courts of England