

TERMS & CONDITIONS

FOR THE SALE OF TICKETS, GIFT VOUCHERS & MEMBERSHIPS

All Tickets are sold subject to availability and to these terms and conditions. These terms and conditions should be read prior to purchase as purchasing a Ticket constitutes acceptance of these terms and conditions.

1. TICKETS & ADMITTANCE

- **1.a.** A valid Ticket must be produced by each Customer to gain entrance to an Event. The Ticket must be retained by the Customer whilst in the Venue and be made available for inspection if requested by the Venue staff. Failure to produce a valid Ticket may result in expulsion from the
- **1.b.** It is the Customer's responsibility to contact the Venue if Tickets are lost, stolen, damaged or destroyed. Duplicate Tickets may be issued at the discretion of the Venue for certain Events, but it is not possible to issue duplicate Tickets for all Events, e.g. where there is a possibility that the licensed capacity of the Venue may be compromised. Additional security steps may be required if duplicates are to be issued.
- **1.c.** It is the Customer's responsibility to check their Tickets. The Venue will make all reasonable endeavours to correct mistakes if brought to their attention prior to the Event for which the Ticket is valid. However, it may not always be possible to rectify mistakes.
- **1.d.** It is the Customer's responsibility to ascertain whether an Event has been cancelled or rescheduled. In such cases the Venue will make all reasonable endeavours to notify Customers of the change, but cannot guarantee all will be informed before the date of the Event.
- **1.e**. It is the Customer's responsibility to assess the suitability of an Event for children where no official age restriction applies.

2. CONDITIONS OF ADMISSION

- 2.a. The Venue reserves the right to refuse admission to a Customer, or to eject them from the Venue at any point, if in the Venue's reasonable opinion the Customer: is acting in a threatening or aggressive manner; uses threatening, abusive or insulting language; appears to be under the influence of alcohol and/ or drugs; may be a risk to the safety of Venue staff, performers or audience members; may detract from the enjoyment of other Customers; fails, when required, to produce proof of identity, age or entitlement to a concession/discount/essential companion Ticket; fails to comply with instructions given by the Venue's staff; or is found to be in breach of these terms and conditions or statutory law. No refunds will be given to Customers who are refused entry or ejected due to their behaviour as suggested in, but not limited to, the examples shown above.
- **2.b.** The Venue will endeavour to admit latecomers at the first suitable opportunity, which may be the interval. For some Events late admission cannot be guaranteed.
- **2.c.** The Venue reserves the right to refuse readmission to the Venue. If Customers wish to reenter the Venue they must check with the Venue staff before they exit.
- **2.d.** The Venue reserves the right to conduct security searches and confiscate any item which, in the reasonable opinion of the Venue staff, may cause danger or disruption to the Event or other Customers, or which the performers or their representatives have specifically requested are prohibited.
- **2.e.** The Venue will make all reasonable efforts to forewarn Customers if stroboscopic lighting may be used in the Event. Customers with known medical conditions who may be susceptible to such lighting effects are recommended to seek further advice.

3. TICKET CANCELLATIONS, EXCHANGES & REFUNDS

3.a. Tickets cannot be exchanged or refunded after purchase unless the Event is cancelled, abandoned, rescheduled or where there is a material change to the Event. A material change is a change which, in the Venue's reasonable opinion, would make the Event materially different to the Event that the purchasers of the Ticket could reasonably expect and would include a change to the advertised headline act (in the case of a comedy or music act) or the staging of

a different production (in the case of a theatrical show). A cast change, the use of understudies, a change to a support act or an alteration to the running time does not constitute a material change. The Venue cannot offer refunds or exchanges if cast members, whether advertised or not, are unable to perform due to illness or unforeseen circumstances.

- **3.b.** Refunds shall only be made to the person who purchased the Tickets and, where possible, by the same method used to purchase the Tickets. When it is not possible to refund via the same payment method the Venue reserves the right to request additional identification or documentation to ensure the money is returned to the correct person.
- **3.c.** In the case of a cancelled Event, Customers will be refunded the face value of the Tickets and any associated booking fees they have paid.
- **3.d.** In the case of a postponed/rescheduled Event, Customers will be offered alternative Tickets of the same value for the new date/time, subject to availability. Where it is not possible to offer Tickets of the same value then alternative Tickets may be offered. Should the Customer not wish to accept these Tickets then a refund can be obtained for the face value of the Tickets and any associated booking fees. To claim a refund the Tickets must be returned to the Venue prior to the rescheduled date. The Venue cannot be held responsible for Tickets which have been lost in transit so Customers are recommended to use a secure form of delivery, the cost of which is non-refundable.
- **3.e.** If an Event is abandoned after commencing Customers will be offered, subject to availability, equivalent value Tickets for an alternative performance of the same production or they will be refunded the face value of the Tickets and any associated booking fees they have paid.
- **3.f.** In rare and unforeseen circumstances the Venue may be required to revoke Customer's Tickets and offer alternative Tickets for the same Event of the equivalent value. If this is not possible, alternative Tickets may be offered and any difference in value credited or debited to the Customer as applicable and with their consent. If the Venue cannot offer Tickets of the equivalent value then the Customer can claim a refund of the face value of the Tickets and any associated booking fees.
- **3.g.** The Venue reserves the right to cancel Tickets which they reasonably suspect to have been booked fraudulently, which exceed any advertised limits on the quantity that a person/household can buy, or which they suspect to have been resold, or attempted to be resold, for financial gain. Any applicable restrictions on the quantity of Tickets that can be purchased will be made clear at the time of booking.
- **3.h.** At the Venue's discretion, a waiting list may be kept for sold out Events to assist Customers who can no longer attend. The Venue may charge an administration fee for facilitating the transfer of Tickets from one Customer to another.

4. TICKET PRICES

- **4.a.** Ticket prices are subject to change. The Venue reserves the right to change the prices of Tickets and/or introduce discounts/special offers which cannot be retrospectively applied to Tickets already purchased.
- **4.b.** All discounts/special offers are offered subject to availability and therefore Tickets may not be available at all advertised prices at all times
- **4.c.** Concession/discounted Ticket prices must be applied for at the time of purchase and cannot be applied to Tickets already purchased. Proof of entitlement to a concession/discount/ essential companion Ticket may be requested from the Customer at the time of booking and/or when they attend the Event. Failure to produce reasonable proof of entitlement to a concession/discount/essential companion Ticket may invalidate the Ticket and result in refusal of admittance or ejection from the Venue.
- **4.d.** Concessions/discounts are offered individually and cannot be used in conjunction with one another. If a Customer is eligible for multiple concessionary/discounted rates then they will receive the cheapest singularly discounted price, not a cumulatively reduced price.
- **4.e.** The Ticket price of certain Events may

include a venue levy of up to £1.50 which contributes towards the maintenance and improvement of the Venue.

5. DELIVERY

- **5.a.** If Customers have chosen to receive their Tickets by post or by 'Print-at-Home' then it is their responsibility to inform the Venue if the Tickets have not been received prior to the advertised start time of the Event. Where the Venue is not notified of non-receipt of Tickets prior to the commencement of the Event neither duplicate Tickets nor a refund will be offered.
- **5.b.** The Venue reserves the right to post Tickets only to the registered billing address of the card used to purchase them.
- **5.c.** The Venue reserves the right to make Tickets available for collection by the Customer at the Box Office. If this becomes necessary the Venue will make all reasonable endeavours to notify the Customer of the change in advance of the Event and any postage fees paid will be refunded.
- **5.d.** When Tickets are being collected at the box office, the Customer may be requested to present the card used to purchase the Tickets as identification. If this is not possible they must contact the box office prior to the day of the Event.

6. PROHIBITIONS & AUDIENCE CONSENT

- **6.a.** The unauthorised resale, or attempted resale, of a Ticket is prohibited. The Venue reserves the right to cancel Tickets which it reasonably suspects as being offered for unauthorised resale. Customers who are unsure if a seller is an authorised agent should contact the Venue for clarification. The Venue accepts no responsibility for the validity of Tickets purchased from unauthorised agents.
- **6.b.** Unless prior written consent is obtained from the Venue, Tickets may not be combined with hospitality, travel, accommodation, merchandise and/or any other product or service to create a Ticket package to sell for commercial gain.
- **6.c.** The use of equipment to record or transmit audio and/or visual material inside the Venue is strictly forbidden. Unauthorised recordings, tapes, films or similar items may be confiscated and destroyed. Any recording made in breach of these conditions shall belong to the Venue and/or Promoter of the Event. Neither the Promoter nor the Venue will be liable for the loss, theft or damage to confiscated items.
- **6.d.** By attending the Event Customers give their consent to filming, photography and sound recording of themselves as members of the audience. The Venue and/or Event Promoter will own the copyright of such material and may use such films/photographs/recordings for any purpose, including commercial purposes, without payment or further notification.
- **6.e.** Mobile telephones, messaging equipment and all similar personal electronic equipment must be switched off during the Event. Customers who do not comply and disrupt the enjoyment of the Event for other Customers may be ejected from the Venue without refund.
- **6.f.** Only food and drink purchased on the premises may be consumed within the Venue, unless items are required on proven medical grounds or for babes in arms.
- **6.g.** The use of electronic cigarettes is prohibited throughout the Venue.

7. GIFT VOUCHERS

- **7.a.** Gift vouchers can be redeemed in full or in part to purchase Tickets for participating Events in person or by telephone via the Venue's box office or on the Venue's websites.
- **7.b.** Gift vouchers expire at the end of the month one year after the purchase date. Expired vouchers cannot be redeemed or refunded. The expiry date is clearly printed on all vouchers.
- **7.c**. Gift vouchers cannot be exchanged for cash.
- **7.d.** Customers have the right to return unused gift vouchers within 14 days of purchase; qualifying vouchers which have been partially redeemed within this time period will be eligible for a partial refund equal to the unused value of the vouchers; after 14 days of purchase gift vouchers are non-refundable.

8. MEMBERSHIPS

- **8.a.** Customers have the right to cancel membership within 14 days of purchase, after which time the membership is non-refundable. If benefits of a membership are used prior to cancelling it the Venue reserves the right to withdraw and reverse the benefits you have gained: waived booking fees may be deducted from the refund; prices discounted for members may be rebooked at full price and the difference in cost deducted from the refund; and Tickets purchased during any pre-sale/members' priority booking period may be cancelled and a refund issued.
- **8.b.** Memberships are valid from the date of purchase until the end of the month one year after the purchase date.
- **8.c.** The Venue reserves the right to amend the cost of the membership and the benefits it provides without prior warning.
- **8.d.** Members found, or reasonably suspected of, reselling their Tickets for commercial gain may have their membership terminated without recommense.
- **8.e.** Memberships purchased by Direct Debit will be automatically renewed upon their expiry. Customers must provide notification in advance of the expiry date to cancel the renewal of your subscription. This does not affect your rights in accordance with the Direct Debit Guarantee.

9. LIABILITY

- **9.a.** The Venue will not be responsible for any injury or loss, theft or damage of Customer's personal belongings, other than that caused as a result of negligence or other breach of statutory duty.
- **9.b.** Personal arrangements, including but not limited to, travel, accommodation and subsistence relating to the Event are made entirely at the Customer's own risk and the Venue shall not be liable for any losses incurred from these arrangements.
- **9.c.** Nothing in these terms and conditions seeks to exclude any liability of the Venue for death or personal injury caused by its negligence or other type of liability which cannot by law be excluded or limited.
- **9.d.** These terms and conditions are governed by English Law and any disputes which may arise with the Venue are subject to the exclusive jurisdiction of the English Courts.

10. DEFINITIONS

'Ticket'

means any item, tangible or intangible, which confers the right to attend an Event.

'Customer'

includes both the person who purchased, or intends to purchase, Tickets, a gift voucher or a membership, and those within his or her party who are attending the Event, each of whom must possess a valid Ticket.

'Venue'

means any location where the Event is being held and representatives of this location including but not limited to the management, security, front of house and box office teams.

'Event'

means any entertainment event or performance occurring at the Venue in respect of which Tickets are sold.

'Promoter'

means the entity which is staging/producing the Event, which may be different to the Venue.

'Print-at-Home'

means the delivery method by which PDF Tickets are emailed to the Customer.

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