

Our terms and conditions for the sale of Event tickets and admission to the Venue.

- (A) These terms and conditions govern your admission and conduct in the Venue(s) and upon purchase of a Ticket for an Event you hereby agree to be bound by these terms and conditions.
- (B) Ticket Agents and/or Organisers may have additional terms and conditions which apply to an Event and to which you agree to be bound. In the event of any inconsistency between the Ticket Agent and/or Organiser's terms and conditions, and these Terms, these Terms will take priority.
- (C) The Council reserves the right to amend these terms and conditions from time to time at its sole discretion and you are responsible for ensuring you have read and understood any Terms in force at the time of entering or attempting to enter the Venue(s).

**1. Definitions:**

**Box Office:** means the allocated place within the Venue(s) where Tickets for an Event can be bought or reserved.

**Council:** means North Lincolnshire Borough Council of Church Square House, 30-40 High Street, Scunthorpe, North Lincolnshire, DN15 6NL and for the avoidance of doubt this includes, where appropriate, its agents, representatives, employees and sub-contractors.

**Customer(s):** means all persons who attend the Event or have a right to attend it at the Venue(s).

**Event:** means any concert, music performance, play, sporting event, conference, exhibition or other performance taking place at the Venue(s).

**Organiser:** means any person or company organising an Event in any part of the Venue(s);

**Performer(s):** means the person, act, group or artist due to perform at the Event at the Venue(s).

**Person:** means and includes individuals, unincorporated bodies, government entities, companies and corporations.

**Ticket:** means a valid ticket, wristband or other approved admission document giving the bearer the right to enter certain parts of the Venue(s) and/or attend Event.

**Ticket Partner:** means the ticketing agent appointed by the Council to facilitate the sale of its allocation of Tickets for the Event.

**Venue(s):** means either the Baths Hall, Doncaster Road, Scunthorpe, DN15 7RG or the Plowright Theatre, Laneham Street, Scunthorpe, DN15 6JP as more specifically identified on the Ticket for the Event. .

**2. Sale of tickets for Events held at the Venues owned by the North Lincolnshire Borough Council (the "Council").**

2.1 Tickets may be purchased online through the Venue(s) website (or through the website of an official authorised agent), by phone or directly through the Box Office. Online bookings may be subject to booking fees which will be indicated to you prior to placing an order.

2.2 All purchasers of tickets must be 16 years of age or over.

2.3 The Council reserves the right to make alterations to the advertised time, programme or cast of a theatre production without being obliged to refund monies or exchange tickets.

- 2.4 Tickets for Events at Venue(s) are subject to fees which apply to all sales routes. The fee's include but may not be limited to a:
- (a) 12.5% service charge per ticket which pays for the technology infrastructure, telephone lines, credit/debit card processing services, distribution network, merchant charges, labour and other costs associated with arranging and managing ticket inventory and servicing a ticket transaction;
  - (b) £1.10 facility fee covers the increased property rates introduced by central government in 2017 and the extensive security measures added for public safety; and/or
  - (c) delivery charges may apply for tickets not purchased in Person at the Venue(s).
- 2.5 Where these are available:
- (a) concession rates can be claimed by full time students, unemployed, retired over 60s and under 16s and upon purchase of a Ticket proof of eligibility will be required:
  - (b) discounts for parties of ten (10) or more and school groups may be provided and all enquires should be made to the Box Office for possible;
- 2.6 Accessibility Tickets will be made available for patrons with disabilities who require a carer to assist and attend an Event.
- 2.7 Babes in Arms are available for children under the age of 18 months. All babes in arms tickets must be ordered from the Box Office and either collected from the Box Office prior to the Event or upon your arrival to the Venue(s) on the date of the Event.
- 2.8 Every member of the audience, regardless of age, must be in possession of a valid ticket in order to gain entry to the Venue(s) and your Ticket may be invalidated if any part of it is removed, defaced or altered and for the avoidance of doubt lost or stolen Tickets will not be replaced.
- 2.9 Customers who hold a Ticket only have a right to a seat of the value corresponding to that stated on the Ticket and the Council reserves the right to provide alternative seats to those stated on a ticket.
- 2.10 All Tickets remain the sole property of the Council.
- 2.11 The delivery methods available for Tickets from the Council are:
- (a) 'E-Ticket', this will take the form of a pdf attachment to an email which will contain all the ticket information and barcode that will grant access to the venue. The E-Ticket must be scanned at the venue to gain entry. For paperless entry, it can be scanned from a mobile phone. Customers can also print it out themselves to have a hard copy, should they wish. This delivery method is free of charge to the customer.
  - (b) 'Post', this carries a £2 charge per transaction and delivers hard tickets through the post. The physical Tickets must be scanned at the venue to gain entry. Tickets will be posted one (1) week prior to the event.

- 2.12 Confirmation of purchase will be provided on completion of the booking transaction in a durable medium, via email. Tickets with valid barcodes/QR codes for entry may be delivered any time up to twenty (24) hours prior to the performance.
- 2.13 Tickets are non-transferable and must not be resold or transferred to any person or entity for commercial gain or otherwise. If any Tickets are resold or transferred (or are attempted to be resold or transferred) for commercial gain by anyone other than official resellers of the Council, then the Tickets will become void and the Customer will be a trespasser and may be refused entry to, or ejected from, the Venue. In such circumstances, the Council will not be under any obligation to offer a refund and such person may be liable to legal action.
- 2.14 If a Customer buys multiple Tickets, the provision by the purchaser of the Tickets to his/ her guests will not constitute a breach of the transfer restrictions under these terms and conditions (provided that the provision of Tickets to guests is not made for commercial gain). However, the Customer agrees that by purchasing Tickets, they have agreed to these terms and conditions on behalf of themselves and their guests and the Customer shall at all times be responsible for their guests' compliance with these terms and conditions.
- 2.15 The Council may restrict ticket sales to a maximum number per person or household and reserves the right to cancel any Tickets purchased in excess of this number.
- 2.16 Tickets may not be used in connection with advertising, promotions, competition or sweepstakes unless prior written consent has been obtained by the Council and the Organiser and for the avoidance of doubt nothing in this clause shall entitle any person to use, display, alter, copy, or otherwise deal in any manner whatsoever with the Council's or the Organiser's intellectual property rights.

### **3. Entry and Security at the Venue**

#### Entry

- 3.1 The Council reserves the right in its absolute discretion to refuse admission to any person at the Venue(s) in reasonable circumstances including but not limited to:
  - (a) for health and safety reasons:
  - (b) licensing reasons:
  - (c) where a ticket is void: and/or
- 3.2 Where any Customer's behaviour or conduct is causing or is likely to cause (without limitation) damage, injury, nuisance or distress to others and for the avoidance of doubt a refund of the Ticket will not be provided.
- 3.3 All Customer's must produce a valid Ticket to gain entry to the Venue(s) and upon request for inspection, Failure to produce a valid Ticket on request may result in you being ejected from the Venue(s) and without a refund of the Ticket.
- 3.4 With the exception of guide or assistance dogs, no animals are permitted in the Venue. Customers wishing to attend an Event with a guide or assistance dog are requested to contact the Venue(s) in advance of the Event for assistance.

- 3.5 Customers should avoid bringing large suitcases or bags to the theatre as these may not be admitted.
- 3.6 Customers may only leave and re-enter the Venue at the discretion of the Venue management, otherwise there will be no re-admissions of any kind.
- 3.7 The Event start times and/or estimated duration are as advertised on Tickets, promotional literature, websites and/or social media are approximate and subject to change. It is your responsibility to ensure you arrive at the Venue(s) in sufficient time prior to the start of an Event. Failure to arrive on time may result in admission being delayed or refused, without refund.
- 3.8 Any Customers who arrive at the Venue late and after the doors have closed will only be admitted into the Venue at a suitable break in the performance, but admission cannot always be guaranteed and refunds or exchanges for an alternative performance will not be given.
- 3.9 The Council will not allow re-admission once you have left the Venue(s) except with the consent of the Council at its absolute discretion. This does not include leaving the seating or performance areas to use the Venue(s) facilities, or to purchase food and beverages or merchandise at the Venue(s).
- 3.10 If your Ticket specifies a seat number, it will only entitle you to a seat of a value corresponding to that stated on your Ticket. The Council reserve the right to provide an alternative seat to the one specified on your Ticket if it is not possible or desirable (due to operational or other reasons, and at our sole discretion) to allow you to occupy the seat specified on your Ticket.
- 3.11 In the case of a designated seat Ticket, you are permitted to stand or dance within the designated seat space. However, please be respectful and mindful of other members of the audience.
- 3.12 Please note that other members of audience may stand or dance in front of you and restrict your view. The Council will not provide a refunds in the event your view is restricted in those circumstances.

### Security

- 3.13 Customers are advised that CCTV is in operation at the Council theatres for the purpose of crime prevention and public safety.
- 3.14 The Council reserves the right at its sole discretion to undertake security searches to protect the safety of all customers and staff. We may conduct searches of clothing, bags and other items on entry and exit at the Venue(s). Any refusal or failure to co-operate with any security searches may result in you being refused entry to the Venue(s) and without a refund of your Ticket.
- 3.15 No backpacks, holdalls, suitcases will be admitted into the Venue(s) and any Customer will be refused entry if they attempt to enter the Venue with the prohibited item.
- 3.16 Any Customer's with accessible and medical requirements/equipment will be considered by the Authority on an individual basis and you are encouraged to contact the Venue(s) in advance of the Event for ease of entry.
- 3.17 The Council do not provide a temporary storage facility for personal belongings of the Customer and it is your responsibility to find a safe temporary facility to hold the item whilst you are at the

Venue(s). Customers are not permitted to bring any items into the Venue which are illegal or are deemed by the theatre management (at their sole discretion) to pose a health and safety risk, affect the enjoyment of others, cause disruption to the performance or cause damage to the Council's property. These items may include but are not limited to:

- (a) food and beverage of any kind, except where customer has specific medical requirements in this respect they should ask to speak to a member of theatre management upon arrival;
- (b) containers for storing food or beverage;
- (c) cameras and recording equipment;
- (d) weapons, fireworks, ammunition, drugs and other controlled substances;
- (e) whistles, drums and other instruments;
- (f) large umbrellas or other items which in the Council's opinion may cause danger or disruption at an Event;
- (g) backpacks, holdalls, luggage, oversized bags and cushions\*
- (h) glass, cans, aluminium bottles or thermoses of any kind including any liquid products which can be consumed\*
- (i) flammable liquids in any container
- (j) laser pens/pointers
- (k) laptop computers, Ipads and Go Pro's
- (l) signs, banners or flags on poles, staffs or selfie sticks
- (m) air horns, whistles, cowbells or other noise-making distractions
- (n) projectiles (Frisbees, beach balls, footballs etc)
- (o) aerosol cans (hairspray, mace pepper spray etc)
- (p) confetti or glitter bombs or sprays
- (q) balloons
- (r) use of wheeled footwear, skateboards
- (s) masks and helmets
- (t) large studs and chains
- (u) items which Performers, their management or Organiser requests that we prohibit; and/or
- (v) any other items which the Council believe may cause danger or disruption at any event (regardless of whether or not they are illegal or carried for a specific purpose.

3.18 Any prohibited items must be disposed of or surrendered before or upon entry to the Venue(s) and failure to surrender any prohibited items may result in you being refused entry to the Venue(s) without a refund of your Ticket.

3.19 It is your responsibility to keep your personal possessions safe at all times whilst at the Venue(s).

#### Age Restrictions

3.20 As a responsible entertainment venue, the safety and comfort of our patrons is paramount, this duty of care is particularly relevant when protecting minors under 14 years old; as such our policy is that all children under \*14 years old must be accompanied by an adult, defined as someone 18+ years of age who will be present for the full duration of the Event.

3.21 Where an Event allows the audience to be both seated and standing, no one under 14 years old will be permitted AT ALL to stand on the auditorium floor. Parents should always be aware of their general responsibilities regarding their children's safety in situations where they are outside their direct control, and indeed legislation detailing these responsibilities. \* Unless photographic proof of age is supplied, staff will make a judgement based on visual appearance prior to entry

#### Conduct

3.22 Any Customers who are intoxicated or are disruptive, abusive or violent towards theatre staff, audience members or Performers will be ejected from the Venue(s). In such circumstances no refunds will be given.

3.23 The Council reserves the right to refuse to serve alcohol to any customer that appears to be intoxicated or likely to become intoxicated and to ask for proof of age prior to serving any alcohol.

3.24 Customers must comply with reasonable instructions and directions given by theatre management and front of house staff.

3.25 Mobile phones, tablets, digital or smart watches, and any other electronic equipment should be disabled when inside the auditorium to avoid disturbing the performers and other customers.

3.26 The unauthorised use of video, photographic and other recording equipment of any kind is strictly prohibited in the Venue(s). The Council reserves the right to delete any unauthorised recordings and to eject any customers who are suspected of making recordings from the theatre.

3.27 The Council's operates a strict no smoking policy, including the use of e-cigarettes at the Venue(s). It is illegal to smoke anywhere within the Venue(s) and if you breach this clause, you shall be ejected from the Venue(s) without a refund of your Ticket,

#### Events and Event Times

3.28 Event times are subject to continual change and the Council shall endeavour to provide accurate showtimes however we strongly advise that you check the timings nearer to the Event date which can be found on the Venue(s) website and are posted via our social media channels on the day of the show, along with any amendments.

3.29 All Customer's attending the Venue(s) consent to being filmed or recorded (images and sound) by or on behalf of the Council, the Organiser or another authorised third party, and consent to their images (or likenesses) being used in any film, recording, photograph or other footage ("Recording") of the Event. All rights in the recording shall be owned by the Organiser, authorised third party or the Council absolutely.

- 3.30 You agree that any recording may be used by the Council, the Organiser or authorised third party in any media and for any purpose throughout the world, including, without limitation, for promotional materials and activities, merchandise, DVD's or other commercial activities. No payment or compensation for use of your image or likeness shall be payable to you.
- 3.31 All Customers attending the Venue(s) consent to being filmed or recorded by the police or other security staff for the purpose of safety and monitoring at the Venue(s).
- 3.32 The use of any cameras, video or sound recording equipment or devices in the Venue(s) without the Council's prior written consent is strictly prohibited. Any recordings made in breach of this clause may be seized or destroyed by the Council without any compensation or payment to you.
- 3.33 Please be aware that strobe, laser, flashing or other lighting effects may be used during an Event.
- 3.34 Please be aware that prolonged exposure to loud noise may cause damage to your hearing. The Council strongly advise that children attending Events wear suitable hearing protection. Ear protectors are normally available for purchase at the Merchandise stand (subject to availability).
- 3.35 Some Events may be age restricted and notwithstanding any age restrictions, it is the responsibility of the accompanying adult to determine the suitability of the Event for any children attending.
- 3.36 The Council will not offer a refund in any circumstance where the accompanying adult decides, following the purchase of a Ticket, that the Event will not be suitable for any children for whom Tickets were purchased. Furthermore, no refunds will be offered in circumstances where the content of the Event, or the behaviour of other customers, causes offence to children or the accompanying adult.

#### Merchandise

- 3.37 The Council allows official merchandise relating to an Event to available for sale within the Venue(s) only.
- 3.38 Customers are prohibited from selling or offering for sale, any items within the Venue(s) which includes but is not limited to:
  - (a) merchandise;
  - (b) tickets;
  - (c) food or beverages;
  - (d) cigarettes;
  - (e) e-cigarettes; and/or or
  - (f) any other prohibited items as determined by the Council at its sole discretion.
- 3.39 Customers are prohibited from displaying, promoting, or distributing, any advertising or promotional materials or messages, or any other materials containing religious, political or other messages liable to cause offence.

#### **4. Postponement or Cancellation of an Event**

- 4.1 The Organiser and/or the Council may make changes to the Event at any time prior to the Event date and provided that the change is not material (for example it is a change to the performance time or supporting act), the Council will not offer a refund for your Ticket.
- 4.2 The Council and the Organiser reserve the right to alter or vary the scheduled or advertised Event in the event of an unforeseen circumstance or the occurrence of any event or circumstance beyond its control (a "Force Majeure Event"). The Council shall not be liable for any damages, loss or disappointment arising from any alterations or changes made.
- 4.3 If the Event is cancelled, rescheduled, postponed or materially altered:
  - (a) you may be entitled to a refund of your Ticket from the Ticket Partner and/or the ticket agent you purchased the Tickets from. Any booking, service or administration fees charged by the Council are non-refundable. No refunds will be processed by the Council directly; or
  - (b) you will be able to use your original Ticket to attend the postponed or re-scheduled Event and for the avoidance of doubt it is your responsibility to check the date and time of any postponed or re-scheduled Event.

## **5. COVID-19**

- 5.1 It is the Customers responsibility when purchasing a Ticket for an Event at the Venue(s) to ensure that all members of their party are familiar with the latest rules and guidance issued by the UK government regarding COVID-19 (<https://www.gov.uk/coronavirus>) and should not act contrary to such rules and guidance.
- 5.2 It is the Customers responsibility and all members of their party to familiarise themselves with all pre-show communications from the Council, which will set out what COVID-19 measures are in place at its Venue(s), the steps that the Council encourages all Customer to take and the recommendations and expectations of the Council regarding attendance at its Venue(s)

## **6. Liability**

- 6.1 If you suffer loss and damage as a direct result of the Council's negligence, the Council's liability to you will be limited to an amount equal to the face value of the Ticket purchased by you for the Event.
- 6.2 Under no circumstances will the Council's liability extend to costs or losses incurred in connection with the Event, (including cancellation, postponement or rescheduling of an Event); travel, accommodation or hospitality arrangements; loss of enjoyment or disappointment.
- 6.3 The Council shall have no liability to you in the event the above loss or damage is caused by a "Force Majeure Event", i.e an event beyond the Council and/or the Organiser's control including (without limitation) any act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, flood, explosion, extreme weather conditions, medical emergency, theft of essential equipment, strike, lock out, malicious damage, or acts or regulations of national governments.
- 6.4 Nothing in these terms and conditions excludes, or purports to exclude, our liability for death or personal injury caused by our negligence, nor from any other form of liability which cannot be excluded or limited in law.



## **7. General**

### Governing law

- 7.1 These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### Jurisdiction

- 7.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

### Entire Agreement

- 7.3 These terms and conditions, including any documents annexed to it or otherwise referred to in it constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.4 You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and condition and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions.

### Waiver

- 7.5 No failure or delay by the Council to exercise any right or remedy provided under these terms and condition by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.