

TERMS AND CONDITIONS OF ISSUE AND SALE OF TICKETS

Incorporation: These Terms and Conditions incorporate and should be read in accordance with the Venue and/or Promoter terms, conditions and regulations, copies of which are available upon request from the Venue, Promoter or www.concertpromotersassociation.co.uk. In the event of any inconsistency between the terms in relation to Venue or Event requirements, those of the Promoter shall prevail. These Terms and Conditions are an extension of Concert Promoter's Association (CPA) Code of Practice which is available from www.concertpromotersassociation.co.uk

Tickets: All Tickets are sold subject to these Terms and Conditions which should be read carefully prior to purchase and any queries should be raised with us prior to purchase as purchase of Tickets constitutes acceptance of these Terms and Conditions. We will not be responsible for any Ticket that is lost, stolen or destroyed. It is not always possible to issue duplicate tickets; we reserve the right to provide alternative seats at an Event to those specified on the Ticket, provided they are of no less value to that stated on the Ticket.

Price and payment: The price of the Ticket shall be the price set at the time we accept your order. All prices set are inclusive of any applicable taxes but exclusive of any booking fee and collection or delivery fee. No order will be accepted until we have received full payment.

Changes to Event: Where reasonably necessary, the organiser of the Event and/or the Venue reserves the right to make alterations to the published Event programme.

Refunds/exchanges: Except where we offer an applicable Ticket exchange or resale facility, Tickets cannot be exchanged or refunded after purchase unless the performance is cancelled or rescheduled or where there is a material change to the programme of Event. Where an Event is cancelled or rescheduled, or where there is a material change to the programme of the Event, you will be entitled to claim a refund from us in accordance with this clause. A 'material alteration' is a change which, in our reasonable opinion, makes the Event materially different to the Event that purchasers of tickets, taken generally, could reasonably expect. The changes of: (i) any supporting act; (ii) members of a band; and/or (iii) the line-up of any multi-performer event (such as a festival) shall not be a material alteration. Where an outdoor Event is cancelled or curtailed because of adverse weather, we shall not be liable to make any refund or pay any compensation beyond the refunds that may be payable under the Venue's or Promoter's rules. Where such a refund is sought you must bring this to our attention as soon as possible upon becoming aware of such change and, where the Event has been rescheduled, prior to the rescheduled Event. The refund for Tickets equals the face value of the Tickets purchased plus the relevant per Ticket booking fee. In order to claim your refund, please apply in writing to your point of purchase, enclosing your complete unused Tickets promptly (e.g. within 3 months from the date of the Event). Refunds shall only be made to the person who purchased the Tickets and, when possible, be made using the same method as was used to purchase the Tickets. These Terms and Conditions do not and shall not affect your statutory rights as a consumer. (<http://www.consumerdirect.gov.uk/>)

Liability: Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by you are at your own risk. Neither we nor the Venue nor the Promoter will be responsible for any loss, theft or damage of your personal belongings, other than caused as a result of our negligence.

Resale/use of Tickets and property: You may not re-sell or transfer a Ticket if you are selling or transferring the Ticket in the course of business. You are deemed to be selling or transferring in the course of business where we reasonably believe you to be doing so.

Conditions of Admission: The management of the Venue reserves the right to refuse Ticket holders admission to the Venue in reasonable circumstances including for health and safety, licensing reasons or where a Ticket is void. The management of the Venue also reserves the right to request that Ticket holders leave the Venue at any point on reasonable grounds and may take any appropriate action to enforce this right. By way of example, the Venue may remove a Ticket

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holder who: has behaved in the Venue in a manner which is likely to affect the enjoyment of other visitors; or uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; or in the reasonable opinion of the Venue is acting under the influence of alcohol or drugs; or fails, when required, to produce proof of identity or age. You must comply with instructions and directions given by Venue staff and stewards. No refunds will be given to Ticket holders who are refused entry or ejected due to their own behaviour.

Restrictions and prohibitions: The use of equipment for recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data inside any Venue is strictly forbidden. The Promoter and Venue will not be liable for any loss, theft or damage to confiscated items.

Recording By attending an Event: Ticket holders consent to filming and sound recording of themselves as members of the audience without payment.

Restrictions: Ticket holders shall not bring, display or distribute at the Event any sponsorship, promotional or marketing materials. Alcohol may only be consumed in public bars and other authorised areas. Smoking is not permitted unless within a designated smoking Area (if any). The following are not permitted within any Venue: animals (with the exception of guide dogs); laser pens; Your own food and drink; bottles, cans or glass containers (unless permitted by the Venue); any weapon including sharp objects (e.g. knives); illegal substances. The management of the Venue reserves the right to conduct security searches and refuse admission to anyone in possession of any item which is not permitted in the Venue or to eject any person refusing to be searched.

Pass Outs: There will be no re-admission or pass-outs of any kind.

Accessible Seating: Please see the venue or event website for details of facilities provided.

Warning: For outdoor concerts in the event of inclement weather wear warm, waterproof clothing and suitable footwear for the ground conditions. For your safety CCTV cameras are likely to be in operation. Persons under 14 years of age must be accompanied by an adult over 18. It is possible exposure to loud music may cause damage to hearing. It is very likely strobe lighting will be used in this performance.

Smoking: - The John Smith's Stadium is a smoke free Stadium. A designated smoking area will be available in the catering village.