

## ADMISSION AND TICKET SALES TERMS AND CONDITIONS

By making a purchase at BwD Venues by telephone, in person over the counter, online via the desktop or mobile website, or via an agency, you are agreeing to these terms and conditions of sale.

Your contract for the purchase of tickets is formed as soon as we have processed your payment and will expire immediately after the performance of the event for which you have purchased tickets.

## CONDITIONS OF ADMISSION

Our staff are here to enhance your experience and to ensure your safety at all times. Please follow any guidance they give in relation to your and others comfort and safety.

The taking of photographs, capturing of images or the use of any recording devices including mobile phones during any performance is strictly prohibited at seated events unless the artist invites you.

BwD Venues or any permitted third parties may carry out general filming and sound recording in or about the venue. By purchasing tickets you consent to you and your party being included in and to the exploitation of such films and recordings without payment.

The following are not permitted within any Venue: 1) animals (with the exception of guide dogs); 2) laser pens 3) your own food and drink (unless permitted by the Venue); 4) bottles, cans or glass containers (unless permitted by the Venue); 5) any item which may be interpreted as a potential weapon including sharp or pointed objects (e.g. knives); and 6) illegal substances.

Smoking, including e-cigarettes, is not permitted on the premises.

Ticket holders may only leave and re-enter the Venue during an event at the discretion of the management of the Venue. Otherwise, there will be no re-admission or pass-outs of any kind.

Every effort shall be made to admit latecomers to events at a suitable break in the event, which may be the interval, but late admission cannot be guaranteed.



Patrons are advised that official merchandise is usually only available inside the venues.

If you have complaints relating to any aspect of the performance please contact the Duty Manager as soon as possible, preferably before the performance or during the event. Any of the staff in the Venues will be able to find the Duty Manager for you.

The Management of BwD Venues reserves the right to:

*refuse admission to any BwD Venue*

*request any ticket holder to leave the venue, and take appropriate action to enforce this right. Please note we operate a zero-tolerance policy with regards to verbal or physical abuse directed at staff or our customers including any form of behaviour which spoils the enjoyment of others. No refunds will be given to ticket holders who are refused entry or ejected due to their own behaviour as suggested in, but not limited to, the examples above.*

*conduct security searches from time to time which may involve body pat downs and bag checks. Any item may be confiscated if, in the reasonable opinion of the management of the Venue, may cause danger or disruption to other members of the audience or the event.*

*change the advertised arrangements of any performance in the event of illness or any cause beyond our control*

## **COVID-19 CONDITIONS OF ADMISSION**

If you are attending the event as part of a group, as the primary ticket purchaser, you are responsible for knowing the contact details of all attendees in your group. In the event you are contacted directly by the Government, including the Department of Health for the purposes of contact tracing, you must: (a) make the contact details of your group available to the Government (if you have the consent of each group member to do so); or (b) contact each member of your group, and request that they provide their contact details to the Government directly.

All attendees in your group, including yourself, must commit to stopping the spread of COVID-19. If at the time of the event, either you, or any other



members of your group are feeling unwell or are subject to a self-quarantine or self-isolation period, you agree not to attend the event. If you do attend the event, you agree to assume all risk associated with COVID-19

Admission to an event is at all times subject to these Terms, Conditions or rules of the Promoter and Venue Management. Ticket holder(s) must also adhere to the Promoter or Venue Management specific terms of entry and protocols surrounding Covid-19 – this could be, but is not limited to, an obligation to provide negative lateral flow tests or provide vaccination certificates. If you do not comply with any Promoter or Venue Management's Terms, Conditions or rules then the Promoter and or Venue Management may refuse admission or require the ticket holder(s) to leave the venue and the ticket holder(s) will not be entitled to a refund.

## CONDITIONS OF TICKET SALES

All Tickets are sold subject to availability and to these Terms and Conditions. These Terms and Conditions should be read carefully prior to purchase and any queries relating to them should be raised with us prior to purchase, as purchase of Tickets constitutes acceptance of these Terms and Conditions a valid Ticket must be produced to get into an event. Removing any part of, altering or defacing the Ticket may invalidate your Ticket.

It is your responsibility to check your Tickets as if you have made a mistake it cannot always be rectified after purchase. Please check your Tickets on receipt carefully and contact us immediately if there is a mistake.

We will not be responsible for any Ticket that is lost, stolen or destroyed. It is not always possible to issue duplicate tickets. For example for non-seated events where there is a possibility of both the original and duplicate tickets being used, compromising the licensed capacity of the venue. Duplicates may therefore be issued at the discretion of the promoter or the Venue acting reasonably. If duplicates are being issued, a reasonable administration charge may be levied. We and the promoter reserve the right to provide alternative seats at an event to those specified on the Ticket if the staging of the event reasonably requires, provided they are of no less value to that stated on the Ticket.

Where a concession is claimed, proof of identity and concession entitlement (for example of age or student status) may be required.



Any access requirements must be made known to Box Office staff on booking. This includes, but is not limited to, seats being removed to enable the customer to remain in their wheelchair, wheelchair storage following a transfer, specific seating (i.e. close to the stage, avoidance of steps, on an aisle).

Tickets are exempt from statutory cancellation rights. This means that you are not entitled to cancel your tickets after purchase.

### **Health and Safety**

Ticket holders must comply with all relevant statutes, safety announcements and Venue regulations whilst attending the event.

Ticket holders are advised that the floor areas may become slippery during events and extra care may be required as the Venue Management accept no liability for injury/damage to any persons and/or their property.

The Promoter and Venue Management accept no responsibility for any personal property.

Some performances may contain theatrical effects such as pyrotechnics, smoke, strobe lighting etc. Please ask to be re-seated if you feel any of these effects may impact on your health and well-being. You have your own duty of care to avoid contact with these effects if you have a pre-diagnosed medical condition.

### **Ticket Restrictions and offers**

Tickets may be restricted to a maximum number. Any such restriction shall be notified to you at the time you book the tickets. We reserve the right to cancel tickets purchased in excess of this number and without the agent's agreement, without prior notice unless the purchase of an excess was due to our error.

A small number of tickets are marked 'restricted view' in case the visiting production creates any sightline obstructions that we were not made aware of. Usually the view from these seats is fine but if you have difficulties seeing the show we will offer you the opportunity to move to another seat. If all seats are sold then you will be offered a standing position. Although this



situation is fairly rare, you are advised not purchase these 'restricted view' seats if you are not prepared to stand.

Occasionally, certain artists/promoters may decide to offer tickets at reduced prices after a show has gone on sale. Please note that these offers are usually time-limited and are not normally the best seats. They are subject to availability and cannot be used in conjunction with any other offer or concession. The venue management will not respond to any correspondence justifying the reasons for these offers.

Tickets and items purchased where a discount or benefit has been claimed without entitlement and tickets purchased through misuse of promotional codes, schemes and promotions are in breach of our terms and conditions of sale will be declared void and are not valid for entry.

### **Children**

Parents will be expected to accompany children under the age of 16 who are attending concerts. The management may refuse admission to children under the age of 16.

Tickets are required for each child attending a performance even if they are sitting on your knee. We ask you to consider the enjoyment of the patrons around you and minimise disturbance should they become restless. Children at the age of 2 must occupy a seat and you will be expected to purchase a ticket for them.

### **Changes to Events**

The organiser of the event and/or the Venue reserves the right to make alterations to dates, times, ticket prices, or vary the programme its where reasonably necessary without being obliged to refund tickets or exchange tickets. We recommend that you double check details of the performance details before you travel as they may be subject to change.

### **Event Cancellations and Reschedules**

If a performance is cancelled, ticket holders will be offered a credit against tickets for an alternative performance (subject to availability) up to the seat value on the ticket or a refund.



It is your responsibility to ascertain whether an event has been cancelled or re-scheduled and the date and time of any re-scheduled event. Where an event is cancelled or re-scheduled, we will use our reasonable endeavours to notify you using the details you provided us with at the time of ordering. We do not guarantee that you will be informed of such cancellation before the date of the event. If you can't make the new date you have until the date of the original event to claim a refund.

It is your responsibility to inform us of any change to the contact address, telephone number or email address you provide us with at the time of ordering.

### **Refunds and exchanges**

We regret that tickets cannot be exchanged or refunded after purchase unless an event is rescheduled or cancelled. Any refunds are based on the face value of the original ticket price and do not include any booking fees you may have incurred.

### **Resold Tickets**

If tickets are re-sold or transferred for profit or commercial gain by anyone other than the promoter or Venue Management, it will become voidable and the holder may be refused entry or ejected from the venue. Tickets may not be offered for sale from anywhere other than the BwD Venue's Box Office, its official website(s) or an appointed Ticket Agent. Tickets sold via unauthorised third parties, including online auction sites and 'fan to fan' resale sites are not valid for entry.

### **Void Tickets**

Any Ticket obtained in breach of these Terms and Conditions shall be void and all rights conferred or evidenced by such Ticket shall be void. Any person seeking to use such a void Ticket in order to gain or provide entry to an event may be considered to be a trespasser and may be liable to be ejected and liable to legal action. Void Tickets are non-refundable.

### **Force Majeure**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event).





A Force Majeure Event includes any act, event, omission or accident beyond our reasonable control and includes (as well as others) such things as: terrorist attack, fire, flood or natural disaster, epidemics, impossibility of the use of means of public or private transport, or public or private telecommunications networks or the threat of any of these things.

If a Force Majeure Event occurs, we may have to cancel a performance or abandon it part way through and our obligations to you are deemed to be suspended for the period that the Force Majeure Event continues. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

In the unfortunate event that a performance has to be cancelled or abandoned part way through, we will not be liable for any accommodation, travel or other costs you incur.

### **Dispute Resolution**

If any dispute arises out of these Terms and Conditions, we will attempt to settle it. To this end, we shall use our reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to both parties.

