**VENUE38 – TICKET/PERFORMANCE TERMS AND CONDITIONS**

 **1.SALE OF TICKETS**

1.1 Please examine your tickets carefully upon receipt as mistakes cannot be rectified, tickets exchanged or monies refunded at a later date.

1.2 Tickets you purchase are for personal use. Tickets must not be resold at a higher price than face value. Venue38 has the right to cancel tickets that have been resold at a higher price without prior notification and the holder may be refused entry.

1.3 Venue38 reserves the right to introduce discounts and special offers at any time, and these cannot be applied to tickets already purchased. Only one discount can apply to any one ticket.

1.4 Lost or forgotten reserved seated tickets can be reprinted at a cost of £1 per ticket with proof of ID.

1.5 We operate a resale facility on sold out performances at a cost of 10% per ticket. We will not take tickets back for resale on the day of the performance. No guarantee of resale can be made and the sale of Venue38’S own remaining tickets will take priority. We cannot resell any tickets purchased through a ticket agent.

**2. CANCELLED/RE-SCHEDULED EVENTS/CHANGES TO PERFORMANCES**

2.1 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.

2.2 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.

2.3 The management reserves the right to change the programme due to unforeseen circumstances. All ticket holders will be notified of any changes, if practicably possible.

2.4 The management reserves the right to change the start and finish times of any performance.

2.5 Artists, programme and performance details are correct at the time of sale or print publication, but changes may be unavoidable.

**3. REFUNDS/EXCHANGES**

3.1 Ticket(s) cannot be exchanged, cancelled or refunded after purchase unless the performance is cancelled or rescheduled (subject to clause 2) or where there is a material change to the programme of event.

3.2 Where an event is cancelled or rescheduled (subject to clause 6 and this clause) by the venue or promoter, where an event is cancelled or rescheduled due to circumstances beyond our control, 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.

3.3 A ‘material’ change to the programme of the Event is a change which, in our reasonable opinion, makes the event materially different to the event that purchasers of the ticket, taken generally, could reasonably expect. The use of deputising musicians shall not be a material change.

3.4 Where such a refund is sought due to cancellation, rescheduling or a material change to the programme of the event, you must bring this to our attention as soon as possible upon becoming aware of such material change, cancellation or where the event has been rescheduled, prior to the rescheduled event. The refund for ticket(s) equals the price paid by you to us for such ticket, including any applicable per ticket booking fee.

3.5 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.

3.6 These Terms and Conditions do not and shall not affect your statutory rights as a consumer. For further information about your statutory rights contact Citizens Advice, or the Department for Business Innovation and Skills

 **4. ADMISSION**

4.1 The management reserves the right to refuse admission, and to request any ticket holder to leave our building at any time. For example, if a ticket holder appears to be under the influence of drink and/or drugs and/or is acting aggressively, carrying offensive weapons or illegal substances, the ticket holder may be refused admission.

4.2 The management reserves the right to refuse re-admission to any person not in possession of a ticket or the retained portion of the ticket.

4.3 Latecomers may be admitted at a suitable point in the performance at the discretion of the management.

4.4 Children aged 14 and under must be accompanied by an adult ticket holder.

4.5 Patrons must not obstruct any stairway or gangway within a venue and must not affect the enjoyment of the audience and/or the running of the venue/concert and/or cause a risk to the safety of the audience or officials.

4.7 All persons in a the venue must follow the instructions of any officials staff or Security staff. Any persons in breach of this clause may be removed from the premises.

**5.SEATING ARRANGEMENTS**

5.1 The management reserves the right to change seating arrangements if there are any for a specific event due to unforeseen circumstances. All ticket holders that these changes affect will be notified when practicably possible.

 **6. During and Event**

6.1 If you experience problems during an event, please contact a steward so that we can do our best to resolve the issue at the time.

**8. LIABILITY**

8.1 Personal arrangements including travel, accommodation or hospitality relating to the event which have been arranged by you are at your own risk. Unless otherwise stated in this clause, our and the venue’s liability to you in connection with the event (including, but not limited to, in the event of cancellation, rescheduling or material change to the programme of the event) shall be limited to the ticket price paid by you including the per ticket booking fee.

8.2 Neither we nor the venue will be responsible for any loss, injury or damage to any person (including you) or property howsoever caused (including by us and/or by event partner(s)): (a) in any circumstances where there is no breach of a legal duty of care owed by us or the venue); (b)in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury resulting from our negligence); or (c) to the extent that any increase in any loss or damage results from breach by you of any of these Terms and Conditions and/or any terms and conditions of the event partner(s).

8.3 Nothing in these Terms and Conditions seeks to exclude or limit our or the event partner(s)’ liability for death or personal injury caused by our or the event partner(s)’ (as relevant) negligence, fraud or other type of liability which cannot by law be excluded or limited.

**9.GENERAL**

9.1 Venue38 may carry out film or sound recording in or around our venues. By purchasing tickets, you consent to you and your party being included in any recording, and to its exploitation, without payment.

9.2 Venue38 occasionally acts as a box office for external events. We take no responsibility for any aspect of their programme or operation. Any queries should be directed to the promoter concerned.

**10. DATA PROTECTION**

10.1 Once you have booked tickets for a Venue38 event, your name and address will be held and processed on our box office and marketing databases. From time to time, we will send you information about similar concerts and activities using the information you have provided. If you do not wish to receive any further information you should unsubscribe from any emails where indicated or alternatively contact Venue38 at: info@venue38.co.uk