



GENERAL CONDITIONS OF TICKET SALES

1. DEFINITIONS

"Agent" means The Council of the Borough of Kirklees (otherwise known as Kirklees Metropolitan Council).

"Business Day" means any day that Kirklees Council Civic Centre III offices are open for business, at a minimum this excludes Saturday, Sunday and any bank holiday ("bank holiday" means any day designated a bank holiday by the Banking and Financial Dealings Act 1971 or by Royal Proclamation).

"Leisure Services" performances and activities taking place on a specific date or within a specific period for the purpose of recreation.

"Contract" means the Contract between the Agent and the Customer for the sale of Tickets in relation to Leisure Services.

"Customer" means the person purchasing the Tickets.

"Promoter" means promoters (in some instances the Promoter may also be the Agent), venue owners and activity organisers of events, venues, performances and activities who have engaged the Agent to sell admission tickets for the said events, performances and activities

"Tickets" means the admission tickets to events, performances or activities provided by promoters, venues and activity organisers.

1.1 The expressions "Agent", "Promoter" and "Customer" shall include their respective successors, personal representatives, employees and permitted sub-contractors and assigns;

1.2 Reference to any Order, Regulation or Statute whether detailed expressly or incorporated by general reference, shall be deemed to include a reference to any amendment, re-enactment or replacement of it;

1.3 Words importing any gender shall include all genders and the singular includes the plural and vice versa;

2. TERMS AND CONDITIONS

The Agent sells tickets for events, performances and activities on behalf of promoters, venues and activity organisers. The Agent does not set prices or seat availability and does not accept any liability in that regard. The identity of the Promoter who acts as the Agent's principal can be ascertained by reference to the Ticket.

3. BOOKING AND HANDLING FEES

In some circumstances Tickets may be subject to a booking fee, payable at the time of purchase, in addition to the face value of the Ticket, and a handling charge, per order, for the despatch of Tickets. These charges, if applicable, will be made clear to Customers before purchase.

4. PAYMENT AND TRANSFER OF OWNERSHIP

When ordering the Ticket(s) the price of the Ticket(s) and any additional costs will be confirmed (including any delivery costs - if applicable). This price will then be payable by the Customer in cash, by personal cheque with guarantee card, charge to credit/debit card or by direct debit. In the case of large transactions, by prior arrangement, payment may be made by supply on invoice. Until payment has been confirmed by the bank or other provider, or invoice has been settled in full the tickets will remain the property of the Agent. Failure to make payment may result in cancellation of the Tickets and refusal of admission at the venue, event or activity.

5. CONFIRMATION OF PRICE

Prices given in pre-event publicity of any kind are indicative and the Ticket price to be charged will be agreed at the time of the transaction. Special offers and discounts may be applied by promoters at any time and these may supersede the price of tickets already purchased. Once Tickets are purchased at the agreed price, they may not be exchanged for a special offer or discount which is put on sale at a later date. Some Tickets may be sold on

the basis of limited availability in time or quantity with an increase in price and this price will apply only during the specified availability.

6. CHECKING TICKET DETAILS

The Customer must ensure that the correct day, date and start time of the production event or activity has been selected. The Agent accepts no liability in this regard.

7. REFUNDS

Once purchased, Tickets may not normally be refunded or exchanged, unless a performance, event or activity is cancelled by the Promoter, venue or organiser. In exceptional circumstances, such as death, serious accident or sudden illness requiring medical attention or hospitalisation, the Promoter, venue manager or event organiser may at its sole discretion consider refunding Ticket monies or exchanging Tickets. The Agent will assist the Customer by supplying the contact name and address of the Promoter, venue or organiser.

Tickets that have been lost, stolen, damaged or destroyed may be refunded, exchanged or re-issued at the absolute discretion of the Agent. Refund, exchange or re-issue of tickets will only be considered in circumstances where proof of purchase can be provided by the Customer through proof of identity.

8. RE-SALES

Tickets may be accepted for re-sale: Tickets on re-sale will only be sold after all other Tickets for that performance or event have been sold and there is no certainty that all or any of the returned Tickets will be sold. If the tickets are successfully re-sold the face value only of the Tickets will be returned to the Customer, less an administration charge by cheque in the case of the cash, cheque or direct debit receipts, or to the credit/debit card account originally used to purchase the tickets. Tickets must be returned to the Agent. There will be an administration charge applied for this service.

9. EXCHANGES

Tickets may be exchanged for later performances of the same production or series of related events, at the discretion of the Promoter, venue or organiser. Exchanges must be made on the Business Day prior to the original date at the latest and tickets must be returned to the Agent. There is an administration charge for this service.

10. CHANGES OF SEATING

Ticketholders are entitled to admission to a performance, event or activity but the Promoter, venue manager or organiser has the right to allocate specific seats at the location. Reserved Tickets (i.e. with a seat number) will be sold in good faith that the specific seat will be made available to the ticket holder. However, the responsibility for making the reserved seat available lies with the Promoter, organiser or venue manager as the case may be.

11. RIGHT TO REFUSE ADMISSION

Tickets are issued subject to the rules and regulations of the venue where the performance, event or activity takes place. Admission at the venue may be refused by the venue management and, on occasions security searches may be carried out. The Customer agrees that such security searches do not infringe human rights.

12. CHANGES OF PROGRAMME OR CAST

Tickets are sold for the production, event or activity, as publicised. The Promoter, venue or event organiser may alter the content and style of the production, or change personnel taking part, without detriment to the complete production, event or activity. If a production, event or activity is cancelled or postponed by the promoter, venue or organiser, arrangements will be made to provide refunds of ticket monies, provide tickets for a later or postponed performance or provide an alternative performance, event or activity.

13. WEATHER

Weather conditions may affect travel to and from the event. Such circumstances are beyond the control of the Council and accordingly no Tickets will be refunded, or allowance for the loss of enjoyment be paid, if the performance goes ahead. In circumstances where weather conditions prevent the performance going ahead tickets will be refunded or exchanged according to the terms of Clause 7 of these terms and conditions.

14. DATA PROTECTION

The Agent holds personal information which could be used for internal marketing purposes and to contact Customers offering them information, discounts, performance news. This personal information is for internal use only and will not be disclosed to third parties.

The Agent may contact Customers from time to time when conducting Customer research and/or evaluation. Customers are under no obligations to respond.

15. TERMS OF ADMITTANCE

For the Customer's information, and protection, and the comfort of all other Customers, the Agent reserves the right to refuse admission to a venue in reasonable circumstances such as where a Customer is exhibiting behaviour which is causing, or may cause, a nuisance or danger to a person, or whose own safety is in any way compromised by such behaviour. In such circumstances, the Council is entitled, without further warning, to eject the Customer from the venue. In all such circumstances the Customer ejected shall not be entitled to a refund.

The Agent reserves the right to refuse admission to a venue in circumstances where a Customer is below the age required to gain admittance to that performance [as per the age requirement stipulated on the ticket for the Performance], or where it is suspected that a Customer is below the required age and that customer is unable to prove he/she is of the requisite age by providing one of the following proofs of identity:-

Customers should arrive at the venue and take their seats before the advertised start time. Customers arriving late may be admitted at a suitable break in the programme, which may be the interval, but late admission cannot be guaranteed. If late admission is refused the Customer shall not be entitled to a refund. In exceptional circumstances provision may be made for the Customer to be seated in alternative seats to those specified on the ticket.

No audio or visual recording equipment is allowed to be taken into the venue unless this has been previously agreed with an authorised officer of the Agent. Any person found with such equipment without the required authorisation may be asked to leave the venue and the recorded material may be destroyed. In all such circumstances where a Customer is asked to leave the venue, the Customer shall not be entitled to a refund.

16. RESELLING TICKETS FOR GAIN

Tickets sold by the Agent are offered at the prices instructed by the Promoter, venue or organiser. If a Ticket is subsequently re-sold or transferred for profit or gain by any party other than the Agent, it will become void and admission may be refused to the performance, event or activity.

17. CUSTOMERS CONSENT

When purchasing tickets to a performance Customers consent to being shown as members of the audience in official filming, sound recording and in any photographs taken for publicity or promotional purposes.

18. THIRD PARTIES

This Contract does not create any right enforceable by any party not a party to it and the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

19. COPYRIGHT ETC.

Copyright and all other intellectual property rights whatsoever in respect of the Tickets remain the property of the Agent or Principal as the case may be.

20. LAW

This Agreement shall be subject to English law and shall be subject to the exclusive jurisdiction of the English Courts.