

Terms and Conditions

I. DEFINITIONS AND INTERPRETATION

“Event” means an entertainment event including, without limitation, a concert, theatrical and/or music event to be held at a Venue in respect of which We have the right to sell You Tickets.

“Tickets” means tickets or other types of evidence (including electronic tickets) for an Event sold by Us to You on behalf of the organisation responsible for the Event for the right to occupy space at or to attend an Event.

“Venue” means any facilities or locations of any nature where the Event is being held.

“We” means Berkhamsted Music Society. “Us” and “Our” shall be read accordingly.

“You” means you or anybody who in Our reasonable opinion is acting with your authority or permission. “Your” shall be read accordingly.

“Promoter” means the person firm or company staging the Event if different from Us and the Venue.

2. 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. In the event of any inconsistency between the terms in relation to Venue or Promoter requirements, those of the Promoter shall prevail. If no Promoter, those of the Venue shall prevail.

3. TICKETS

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.

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.

3a. SEASON TICKETS

Season Tickets may be offered for a series of Events at our discretion.

Customers have the right to cancel their Season Tickets within 14 days of purchase, after which time it is non-refundable. If benefits of a Season Ticket are used prior to cancelling it We reserve the right to withdraw and reverse any benefits gained: prices discounted may be rebooked at full price and the difference in cost deducted from the refund.

Season Tickets are valid from the date of purchase for the duration the series of Events.

Season Tickets are non-transferable and may only be used by the named holder.

Season Ticket holders are deemed to be members of Berkhamsted Music Society for a period of one year from the date of purchase.

4. 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.

No order will be accepted until We have received full payment.

5. DELIVERY

You may choose to have your ticket delivered by dispatched by Royal Mail ordinary post at no extra cost.

Tickets will only be delivered to the billing address of the debit/credit card holder unless We specifically offer You the facility for Tickets to be sent to an alternative address.

If Your Tickets are not being held at the Venue box office, and You have not received Your Tickets from Us 72 hours prior to the Event, please contact Us.

If Tickets are returned to Us as “addressee unknown” We reserve the right to cancel Your booking and make a refund of the Ticket price only.

We reserve the right to make Tickets available for collection at the Venue box office. You will be notified by telephone, email or in writing of the arrangements for collection (using the details provided at the time of ordering) if this becomes necessary. Where there is not enough time to deliver Tickets, You will be told at the point of purchase the arrangements for collection of Your tickets. Where you are collecting your tickets from Us, in person, there will be no charge made for this service.

If You are collecting Your Tickets from the Venue box office, You must have Your acknowledgement of order and the credit/debit card used to make the order with You. You will be able to collect Your Tickets one hour prior to the start of the Event.

6. CHANGES TO EVENT

The organiser of the Event and/or the Venue reserves the right to make alterations to the published Event programme where reasonably necessary.

7. REFUNDS/EXCHANGES

Tickets cannot be exchanged or refunded after purchase unless the performance is cancelled or rescheduled (subject to below) or where there is a material change to the programme of Event.

Where an Event is cancelled or rescheduled (subject to below) 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.

A 'material' change 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 understudies in a theatre performance shall not be a material change.

Where such a refund is sought You must bring this to Our attention as soon as possible upon becoming aware of such change, cancellation or where the Event has been rescheduled, prior to the rescheduled Event.

The refund for Tickets equals at least the face value price paid or, if the face value has been reduced by the organiser, the discounted face value price paid.

In order to claim Your refund, please apply in writing to Your point of purchase, enclosing Your complete unused Tickets, if received, 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 except, at Our discretion, where payment was made by cash.

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, Consumer Direct (<http://www.consumerdirect.gov.uk/>) or the Department for Business Innovation and Skills

8. LIABILITY

Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by You are at your own risk. Liability for the cancellation or rescheduling of an Event, or for material changes to an Event, will be limited to the refund as set forth in Section 7.

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 or that of the Venue or the Promoter or other breach of statutory duty.

9. CANCELLED/RESCHEDULED EVENTS

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.

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.

10. USE OF DETAILS AND DATA PROTECTION

Refer to Our Data Protection Policy published elsewhere.

11. RESALE/USE OF TICKETS AND PROPERTY

You may not re-sell or transfer a Ticket if prohibited by law. In addition, re-sales or transfers of Tickets may be prohibited for certain events subject to the specific terms and conditions of those events (for example but not exclusively limited to charity events or events where age restrictions may apply because of content of the entertainment or licensing requirements). Where a Ticket is offered for resale in line with these terms and conditions, you must provide to the buyer full details of the ticket. Full details include, if printed on the ticket, the block or tier, row and seat number.

Buyers must also be made aware of these terms and conditions and any other terms and conditions that are specific to the event. You should check whether any special terms apply before offering a free Ticket for resale. Free tickets are often provided for specific reasons limiting their transferability.

12. 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.

13. RESTRICTIONS ON THE PURCHASE OF TICKETS

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.

14. 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 holder who:

- 1) has behaved in the Venue in a manner which, in the reasonable opinion of the Venue has, or is likely to affect the enjoyment of other visitors; or
- 2) 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
- 3) in the reasonable opinion of the Venue is acting under the influence of alcohol or drugs; or
- 4) 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 as suggested in, but not limited to, the examples above.

15. 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. Unauthorised recordings, tapes, films or similar items may be confiscated and destroyed. Any recording made of an Event in breach of these conditions shall belong to the Promoter. The Promoter and Venue will not be liable for any loss, theft or damage to confiscated items.

By attending an Event, Ticket holders consent to filming and sound recording of themselves as members of the audience. The Promoter may use such films and recordings (including any copies) without payment.

Ticket holders shall not bring into the Venue or display or distribute (whether for free or not) at the Event any sponsorship, promotional or marketing material's.

Mobile telephones and messaging equipment must be switched off during the Event.

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:

- 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.

The management of the Venue reserves the right to conduct security searches from time to time and confiscate any item which, in the reasonable opinion of the management of the Venue, may cause danger or disruption to other members of the audience or the Event or is one of the items not permitted in the Venue as listed above.

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.

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.

The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in nondesignated areas or seeking entry to stands or seats for which You do not hold a Ticket is strictly forbidden.

16. HEALTH AND SAFETY

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

If Ticket holders have any special requirements or concerns about any special effects which may be featured at the Event, prior notice should be provided when ordering Tickets. Special effects may include, without limitation, sound, audio visual, pyrotechnic effects or lighting effects.

17. 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.

18. WAIVER

If We delay or fail to enforce any of these Terms and Conditions It shall not mean that We have waived our right to do so.

19. ASSIGNMENT

We shall be entitled to assign any of Our rights and obligations under these Terms and Conditions provided that Your rights are not adversely affected.

20. SEVERABILITY

If it is found by a Court that any of these Terms and Conditions for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply.

21. THIRD PARTIES

Any person, other than the Venue or Promoter, not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions. The Act can give rights under some contracts to third parties who are not parties to those contracts but in this case only We, the Venue, the Promoter and You (or your assignees permitted hereby) have rights and obligations under this contract.

22. FORCE MAJEURE

For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond Our control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments. We will not be liable to You for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure. This Clause does not affect the terms of Clause 7.

23. AMENDMENTS AND VARIATIONS

We intend to rely on the written terms set out here in this document as well as the written terms and conditions of the Venue and the Promoter. You should read the terms and conditions carefully before entering into the contract to ensure that they contain everything that You consider has been agreed. If they do not then you should speak to any member of staff. After the contract has been made, these Terms and Conditions cannot be varied or amended in any respect unless both You and We agree and it is preferable that this is in writing).

24. NO PARTNERSHIP OR AGENCY

Nothing in these Terms and Conditions and no action taken by You or Us under these Terms and Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other relationship between You and Us beyond the relationship created under these Terms and Conditions.

25. ENTIRE AGREEMENT

These Terms and Conditions, and the terms and conditions of the Venue and the Promoter and any specially agreed terms constitute the entire agreement between the parties in connection to, its subject matter and supersede any previous terms and conditions, agreement or arrangement between the parties.

Each of the parties agrees that it has not entered into these Terms and Conditions in reliance on, and shall have no remedy in respect of, any statement, representation, covenant, warranty, undertaking or indemnity (whether negligently or innocently made) by any person (whether party to these Terms of Conditions or not) other than as expressly set out in these Terms and Conditions.

Nothing in this clause shall operate to limit or exclude any liability for fraud.

26. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.