

## Ticket and Event Terms and Conditions

“Agent” means the authorised agent from whom you purchased a Ticket.

“Conditions” mean these terms and conditions.

“Event” means an event to be held at the Venue.

“Orchard Live” means Orchard Live Ltd, its representatives, servants, employees and sub-contractors and “Our” shall be read accordingly.

“The Promoter” means the person or company staging the Event

“Venue” means the venue as stated on the Ticket.

“Ticket” means any ticket for an Event.

“The Holder” means you or anybody who in The Promoters reasonable opinion is acting with your authority or permission and “Your” shall be read accordingly.

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- There will be an Accessible Viewing Area at the event; limited spaces are available; tickets are available through **(GIGANTIC TICKETS)** Requests will be processed on a first come first served basis.

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1. The ticket is issued subject to the rules and regulations of the venue to which this ticket applies (the Venue), which are available from the Venue upon request and to the Promoter's terms and conditions as listed here and which are available at the Promoter's website ([www.orchardlive.com](http://www.orchardlive.com)) or upon request.

2. The promoter reserves the right to refuse admission to the holder if, in the reasonable opinion of the promoter, the holder of the ticket might be a risk to the safety of the audience and / or the holder and / or affect the enjoyment of the audience and / or the running of the concert; for example if the holder appears to be under the influence of alcohol and / or drugs and / or is acting aggressively and / or inappropriately.

3. The promoter does not accept responsibility for any loss, injury or damage to the holder or the holder's property.

4. No professional cameras, video recorders or any form of professional audio-visual recording equipment will be allowed into the event arena.

5. No bottles, cans, containers, alcohol or food are allowed to be brought into the venue. Whilst food is not allowed into the concert arena, a range of food and drink will be available within the event arena.

6. ID will be required in order to purchase alcohol for those who appear under the age of 25 years.

7. Fireworks, smoke canisters, flags, poles, umbrellas, picnic equipment or other similar articles that can be classified as a 'weapon' are not permitted in the venue and any person in possession of any such articles may be refused entrance.

8. The Promoter reserves the right to search the Holder and the Holder's property and refuse admission to, or eject from the Venue any person who refuses to be searched by a police officer or steward.

9. The holder may be ejected from the venue if the holder fails to comply with the reasonable instructions of a steward or other person acting on behalf of the promoter.

10. If the concert is cancelled, the holder may ask that the promoter either
  - a) refunds the face value of the ticket *or*
  - b) subject to availability offer the holder a replacement ticket for an alternative show promoted by the promoter featuring the act of the cancelled performance. This multiple artist event is judged by reference to the

overall theme rather than the individual acts scheduled to appear. Therefore, if for unavoidable circumstances a scheduled artist is unable to perform but the promoter continues to run the event, no refunds will be issued.

Booking fees and postage costs are non-refundable.

11. There is no re-admission once entering the venue.

12. No duplicate tickets will be issued for lost or damaged tickets.

i) A ticket may be invalidated if any part of it is removed, altered, torn or defaced.

ii) Tickets are security printed. Tickets purchased from sources other than official agencies are at your own risk and may be invalid.

**Beware of forged or fake tickets. Tickets purchased from secondary ticketing sites such as VIAGOGO will not be valid.**

iii) Tickets cannot be used as part of any marketing, media or sales promotion, whether commercial or non-commercial, without the prior written consent of the Promoter.

13. The Promoter reserves the right to alter seating arrangements without prior notification subject to offering the Holder seats of equal or better value. If such seats are not available, the Holder may within thirty minutes of the commencement of the headline act's performance, elect to leave the Venue and take a refund of the full-face value of the ticket(s) upon surrendering the tickets to the Promoter's on-site box office.

14. Any complaints about the Holder's ability to view the concert from his/her seat (if any) must be made to the Promoter's on-site box office within thirty minutes of the commencement of the headline act's performance.

15. The Holder consents to being recorded and/or filmed and the recording and/or film being exploited in all media throughout the world or any part.

16. The times shown on your ticket are approximate only and the promoter advises the holder to arrive well in advance of the times shown in order to avoid disappointment arising from any change(s) to the times.

17. Title to your ticket remains with the promoter until payment in full has been received by the promoter.

18. In the event of any breach of any of these conditions by the holder, the promoter reserves the right to cancel your ticket and retain any money paid for it.

19. Please be warned that repeated and prolonged exposure to amplified sound may cause permanent hearing damage.

20. Maximum ratio of 3 children per 1 adult

21. Tickets cannot be exchanged or refunded unless the performance is cancelled, rescheduled or where there is a material change to the Event. A 'material' change is a change which, in The Promoters reasonable opinion, makes the Event materially different to the Event that purchasers of the Ticket, taken generally, could reasonably expect. Please note that the following are not deemed to be "material" changes; adverse weather conditions; changes of any supporting act; changes to individual members of a band; changes to the line-up of any multi-performer event; curtailment of the event where the majority of an event is performed in full; and delays to the starting of the performance of an event.

22. It is the Holders 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, The Promoter will use

its reasonable endeavours to notify The Holder using the details The Holder provided at the time of ordering. The Promoter does not guarantee that The Holder will be informed of such cancellation before the date of the Event. It is also The Holders responsibility to inform the point of sale from where The Holder bought the Ticket of any change to the contact address, telephone number or email address The Holder provided at the time of purchase.

23. Where an Event is cancelled, rescheduled (and The Holder notifies the Agent within the timeframe specified by the Agent that The Holder cannot or do not wish to attend the rescheduled event), or where there is a material change to the programme of the Event, The Holder will be entitled to a refund. If the Agent does not specify a timeframe for requesting a refund, the deadline by default will be 48 hours before the date of the rescheduled event. Failure to notify the Agent by the applicable deadline that you are unable to attend the rescheduled event will be deemed to be a reconfirmation of your order for Tickets or Ticket Packages for the rescheduled event, and you will not be able to claim a refund.

24. The Promoter will not be liable for any loss, injury or damage to any person (including Yourself) or property however caused: (a) in any circumstances where there is no breach of a legal duty of care owed by The Promoter, (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury as a result of a breach of a legal duty of care owed by The Promoter); or (c) to the extent that any loss or damage results from breach by The Holder of any of the Terms and Conditions.

25. Tickets are personal revocable licences and shall always remain the property of The Promoter. Any Ticket obtained in breach of the Terms and Conditions will be void. Any person seeking to use a void Ticket may be refused entry to, or ejected from, the Venue without refund, and may be subject to legal action.

26. The Holder must comply with all instructions given to them by The Promoter and/or all Venue stewards and staff. The Promoter reserves the right to restrict access to parts of the Venue.

27. If before or during the Event The Holder has a complaint in relation to the Event (including without limitation, in relation to The Holders ability to view the Event), please speak to The Promoter or a steward promptly. The Promoter will use its reasonable endeavours to rectify the situation, which is the cause The Holders complaint, however under no circumstances shall The Promoter be under any obligation to rectify the situation.

28. You must not leave any bags or other items of personal property unattended in the Venue. Any personal possessions or other items (including without limitation clothing, wallets and mobile telephones), which are found in the Venue, shall be retained by the Venue for a period of 30 days following their discovery. During this period, You may collect any item which belongs to You from the Venue upon reasonable proof of identification and ownership. If, upon the expiry of 30 days from the date of its discovery, any item has not been collected by You, The Promoter reserves the right to dispose of any such items as it sees fit without any further liability to You (notwithstanding anything else in the Conditions). Where possible, any uncollected items will be donated to charity.

29. The 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 or the Department for Business, Innovation and Skills.