

BROADWICK ENTERTAINMENT TERMS & CONDITIONS

These Conditions are issued by Broadwick Entertainment Limited (the **Promoter, we, us, our**) for all events promoted by us and should be read in conjunction with the terms and conditions of the specific Venue (displayed at the Venue and on the Venue website) and the Official Ticket Agent(s) through which you have purchased your ticket(s). If there is any inconsistency between any of the above, these Conditions will prevail. Any person who purchases, possesses, uses or attempts to use any Ticket shall be deemed to have accepted and agreed to comply with these Conditions.

Changes, Refunds and Cancellations

1. We reserve the right to alter or vary the published Event programme which may result in changes to the performance line-up, start and/or end times (which are generally estimates only and subject to change) or any other aspect of the Event.
2. If we, acting reasonably, consider that there has been a substantial alteration to the Event, we will use our reasonable endeavours to put such information on our social media channels, our Website and/or to display notices outside the Venue, where possible. In such circumstances, we will make a refund in accordance with paragraph 5, unless you have entered the Venue on the Event date despite the alteration notification described above whereby no refund will be given. If the substantial alteration to the Event was announced on the Event day after you have entered the Venue, refund will only be given if you choose to leave within a reasonable time of the notice being given and you have given your details to our box office when you were leaving.
3. We also reserve the right to postpone, reschedule, substantially alter an Event (including reducing capacity) and/or cancel the event as needed. All available information will be posted on our social media channels and/or our Website or notified to you by the Ticket Agent, but it is your responsibility to check whether the Event has been postponed, rescheduled, substantially altered or cancelled or is still going ahead.
4. If we have to postpone, reschedule or substantially alter an Event (**Updated Event**), your Ticket will be valid for the Update Event unless otherwise notified by us. If we have to reduce the capacity of an Event, you will be notified of the options available to you which may include rescheduling, cancellation, ballot for Ticket Holders, or attending the Event with a smaller capacity and increased cost and you can make your choice then.
5. We shall only be required to refund the original Ticket Purchaser (on application by the original Ticket Purchaser accompanied by proof of purchase) with the face value of the relevant Ticket if:
 - (a) the Event is cancelled before it has started;
 - (c) the application for a ticket refund is made in writing through the Ticket Agent within 30 days of the announcement of the cancellation or postponement of the event;
 - (d) if the provisions of paragraph 2 apply; or
 - (e) the Ticket Purchaser is otherwise entitled to a refund under applicable law.
6. We shall not be required to issue a refund in relation to any Ticket which we reasonably believe has been the subject of a sale, transfer or disposal in breach of these Conditions.
7. The amount of any such refund shall be the face value of the Ticket purchased minus the cost of any booking fee (except where the Ticket is for a series of Events or the Event takes place over several days and not all Events/days are cancelled, in which case only a pro rata partial refund will apply). Personal arrangements including, but not limited to, travel, subsistence, health tests as a requirement of entry, and accommodation relating to the Event which have been arranged by you are at your own risk and the Promoter shall not be liable for any loss of

enjoyment, losses incurred from personal arrangements or wasted expenditure beyond the Ticket refund stated above.

Ticket Use and Prohibition of Transfer

- 8.** Save as set out in paragraphs 9 and 10 below, once purchased, Tickets are strictly non-transferable and must not be sold or offered, exposed or made available for sale, or transferred or otherwise disposed of. We reserve the right to cancel without refund any Tickets issued to a Ticket Holder whom we, acting reasonably, believe plans to offer a Ticket for resale otherwise than in accordance with these Conditions.
- 9.** If the Ticket Agent or Promoter's Website expressly refers to an authorised resale mechanism for your Ticket, you may resale your Ticket through such mechanism.
- 10.** If more than one Ticket is issued to a Ticket Purchaser, the Ticket Purchaser must retain one Ticket for their personal use. Any remaining Tickets may only be used by a natural person who is
 - (a) known to the Ticket Purchaser personally (and who did not become known to the Ticket Purchaser through the sale, transfer or disposal of the Ticket) and
 - (b) is intending to accompany the Ticket Purchaser to the Event. Such Tickets shall be subject to the following conditions:
 - (i) the sale, transfer or disposal of any such Tickets must not be for a value greater than the face value of the Ticket;
 - (ii) the Ticket must not be offered publicly (including on any website) whether for sale, as a gift or donation or any other means of transfer; and
 - (iii) the sale, transfer or disposal must be made strictly subject to these Conditions (and the transferee's acceptance thereof) which shall be binding upon the transferee in full as if the transferee was the Ticket Purchaser, save only that such transferee shall have no right to transfer the Ticket under this paragraph 10 nor any right to a refund under paragraph 5.
- 11.** Notwithstanding paragraphs 9 and 10 above, it is an essential condition of the issuance of each and every Ticket and the right of admission to the Venue that, the Ticket must not be:
 - (a) transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business;
 - (b) transferred, used or otherwise disposed of in relation to any promotional or commercial purpose (including any competition, advertising, promotion, auction or as a prize in any competition or sweepstake) or to enhance the demand for any other goods or services; or
 - (c) transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket; and/or
 - (d) combined with any other good(s) or service(s) (including as part of any hospitality, accommodation or travel package or service), in each case without our prior written approval.
- 12.** Any Ticket offered for sale, sold, transferred and or disposed of in breach of paragraphs 8, 10 or 11 of these Conditions may be cancelled and any person seeking to use the Ticket may be refused admission to or be evicted from the Venue without refund or compensation and may also be liable to legal action, even if the Ticket Holder did not have prior notice of these Conditions or the breach thereof.

Use of Personal Information

- 13.** The Ticket Holder acknowledges their personal information (as provided by the Ticket Purchaser) may be used for the purposes of the implementation of these Conditions subject to applicable law, including for administration, communication, enforcement and access

control purposes, in accordance with our privacy and cookies statement on the Website: [Broadwick Entertainment Privacy & Cookies Statement](#).

General

- 14.** Nothing in these Conditions seeks to exclude our liability or that of the Venue owner for (i) death or personal injury caused by our or its negligence; (ii) fraud; or (iii) other type of liability which cannot be excluded or limited by law. Subject to the foregoing, neither we nor the Official Ticketing Agent(s) shall have any liability to a Ticket Holder beyond the face value of the Ticket. The booking fee is non-refundable in any circumstances, unless we are obliged by law to refund it to you. Neither we nor the Official Ticketing Agent(s) shall be responsible for any indirect losses or damages including loss of enjoyment, goodwill and/or travel or accommodation expenses. The Ticket Holder is responsible for his/her own personal property brought into the Venue.
- 15.** Any breach of these Conditions may result in the cancellation of your Ticket, the refusal of admission of the Ticket Holder to the Venue and/or their eviction from the Venue, in each case without refund or compensation; in addition to any other remedy available to us, even if the Ticket Holder did not have prior notice of the Condition or the breach. No failure or delay by us to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right nor restrict any further exercise of that right.
- 16.** If any provision of these Conditions is declared void, ineffective or unenforceable, that provision shall be severed to the extent necessary and the remainder of these Conditions shall remain in effect as if such provision had not been included and the validity and the remaining Conditions shall not be impaired.
- 17.** We reserve the right to amend these Conditions from time to time at our sole discretion. A full copy of the latest version of these Conditions will be available at the Website and upon request from us at info@broadwickentertainment.com. We shall notify Ticket Purchasers of such changes if they materially affect Ticket Purchaser's rights as consumers.
- 18.** These Conditions shall not affect your statutory rights as a consumer. For further information about your statutory rights, please seek independent advice.
- 19.** To the fullest extent permissible in law, we shall be entitled to assign; novate and/or subcontract (as appropriate) all or any of our rights and obligations under these Conditions provided that your rights are not adversely affected.
- 20.** Any person (other than us, the Official Ticketing Agent, the Venue owner and the Venue operator) not party to these Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999.
- 21.** No delay or omission in exercising any right or remedy provided hereunder shall be construed as a waiver of such right or remedy and/or any subsequent right or remedy.
- 22.** These Conditions shall be governed by and interpreted in accordance with English law, and you submit to the exclusive jurisdiction of the English courts.

Glossary

- 23.** When used in these Conditions, the following capitalised terms shall have the following meanings:
 - Conditions** means these terms and conditions and the Venue Terms which are incorporated into these Conditions by reference, together with any amendments or updates to the same from time to time;
 - Official Ticketing Agent(s)** means our official appointed ticket agent(s) for the Event;

Ticket Purchaser means the individual who has purchased a Ticket or Tickets through the Official Ticketing Agent(s);

Ticket Holder means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser or any person to whom the Ticket was issued or transferred; and

Ticket means any ticket (whether a hard copy ticket or an e-ticket) evidencing a personal revocable licence from us for an individual to attend the Event and the Venue in accordance with the Conditions.

Any and all references to include and including shall be construed as “include without limitation” or “including without limitation” as appropriate.