

## **Brierley Hill Civic Terms and Conditions of Booking**

Purchase Policy:

Our goal at Brierley Hill Civic is to make the experience of purchasing tickets efficient and straightforward. This Purchase Policy has been adopted to ensure your understanding of the process to purchase tickets on [www.bhillcivic.co.uk](http://www.bhillcivic.co.uk) or [tickets.bhillcivic.co.uk](http://tickets.bhillcivic.co.uk) and incorporates our terms of use by this reference.

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1. WHO YOU ARE BUYING FROM:

Brierley Hill Civic provides the software system and transactional infrastructure by which Event Organisers make their tickets available for purchase online by customers. Brierley Hill Civic merely facilitates the transaction between Event Organisers and Customers. We do not set ticket prices or determine availability or location of seating. We simply handle the booking process and collection of payments on behalf of these Event Organisers when customers purchase tickets online.

2. BOOKING FEE:

All ticket purchases for events at the Civic are subject to a booking fee of 5% of the purchase value up to a maximum of £5.

This fee is levied to cover the Charities cost of the Credit Card / PayPal Cash transaction fees and to go towards the cost of manning the telephone box office.

If you require tickets to be posted there is an additional charge of £2. This charge helps towards the postage, stationary and printing cost along with the administrators time to process the service.

3. EVENT INFORMATION:

All details of Events including, but not limited to, performance times, venue, ticket prices and seat availability are provided to the Brierley Hill Civic by the Event Organiser. The accuracy of all such information is at all times the responsibility of the Event Organiser.

4. TICKET SALES PROCESS:

Customers can search the Brierley Hill Civic website by clicking the What's on tab or by clicking the Event Type tabs on the homepage. They may then proceed to Buy Tickets for one show.

a) The venue section or price category in which they wish to buy seats;

b) The quantity of seats they wish to buy;  
c) Where relevant, the position of those seats. The site will then display the payment due for the seats specified which will include any booking fees or delivery fees (if applicable). The Customer will then be asked to complete payment through PayPal using their own credit/debit card.

On successful completion of the transaction, the chosen seats will be registered in the Customer's name and they will be sent confirmation of purchase.

We recommend that when using the site ensure you are only using one browser window. Using multiple browser windows could result in losing your tickets, duplicate charges or timer expiration.

When making payment, do not use the "go back" key on your browser as this may cause you to lose your booking or make a duplicate booking.

5. CURRENCY:

Payment for tickets sold through Brierley Hill Civic are in British Pounds.

6. ORDER CONFIRMATION:

Order confirmation will take the form of a summary web page at the end of the purchase sequence. This will be followed by an e-mail dispatched to the Customer. (Please check Junk and Spam folders as some servers don't recognise the bhillcivic.co.uk domain.)

At the summary web page you will be able to access the order and choose to print your tickets by following the on-screen instructions. Your payment will also be confirmed by email from the PayPal website.

If a Customer does not receive confirmation (in the form of a confirmation page or email) after submitting payment information, it is their responsibility to confirm with our Customer Service Department whether or not the order has been completed, as only the Customer may be aware of any problems that may occur during the purchase process. Brierley Hill Civic will not be responsible for losses (monetary or otherwise) if a Customer assumes that an order was not placed because they failed to receive confirmation.

Any ticket-holder unable to present confirmation of purchase in the form of a print out of the ticket or web-page/pdf equivalent and valid identification indicating they are the individual named on the confirmation may not be admitted to the event in question, and will not receive a refund.

7. DISPATCH OF TICKETS:

Tickets are issued and available for download as PDF only. You can print the PDF and bring the printed tickets to the event for entry once our box office staff have verified your ticket or you can save the PDF to your mobile so it can be viewed by staff at the box office. Charges may be applied to your mobile phone by your network carrier when downloading tickets. If you are not able to download tickets to your mobile phone they must be printed and presented to box office staff on your arrival.

8. EXCHANGES AND REFUNDS:

Before placing a booking, carefully review your event and ticket selection. Once purchased tickets cannot be exchanged or refunded unless the Event is cancelled, moved to another date, or if details of the Event are significantly changed after a booking is placed (significant

changes being a change of headline act (concerts only), venue or show time). The varying exchange and refund policies set forth by our Event Organisers prohibit Brierley Hill Civic from issuing exchanges or refunds after a booking is placed or if a ticket is lost or stolen. In the event of such reversal of transaction being desired, you should contact the Event Organiser directly, as they may, at their discretion, agree to your wishes. Booking fees whether originally presented as a separate item or included within the stated face value of the ticket are non-refundable unless an event is cancelled or significantly changes (please see point 9).

9. CANCELLED AND POSTPONED EVENTS:

**Event Cancellation**

If an Event is cancelled by the Event Organiser (i.e. a cancellation due to circumstances beyond the Event Organiser's control), Brierley Hill Civic will refund the purchase price of your tickets including your booking administration fee, (but excluding any delivery charge); whether that fee was originally presented as a separate item or was included within the stated face value of the ticket.

Where Brierley Hill Civic has been notified by the Event Organiser of an Event cancellation, we will use best endeavours to contact Customers by e-mail (using the details provided at the time of booking) advising them of the cancellation and initiating the refund process.

Brierley Hill Civic is normally notified in advance of any pending Event cancellation by the Event Organiser. We then automatically initiate refunds to all ticket purchasers. Customers can also notify Brierley Hill Civic directly if they discover that an event has been cancelled by e-mailing [boxoffice@bhillcivic.co.uk](mailto:boxoffice@bhillcivic.co.uk)

**Event Postponed or Change of Venue**

If an Event is moved from its advertised venue and / or the date is changed, tickets already purchased may remain valid should the Customer wish to attend the revised Event. If not, Brierley Hill Civic will refund the purchase price of your tickets including our booking administration fee, (but excluding any delivery charge); whether that fee was originally presented as a separate item or was included within the stated face value of the ticket. Customers must contact Brierley Hill Civic no later than the Monday following the event's revised date.

**Significant Change to Event Line-up**

Should the headline artist (concerts only) not appear or if the line up or content is substantially changed from that advertised at the time of purchase, then Brierley Hill Civic will on request refund the purchase price of your tickets including our booking administration fee, (but excluding any delivery charge); whether that fee was originally presented as a separate item or was included within the stated face value of the ticket. Customers must contact us as soon as possible and no later than the Monday following the event's stated date.

**Event Specific Refund and Exchange Terms and Conditions**

Some Event Organisers will explicitly stipulate that cancellation due to weather, act of God or any other unavoidable eventuality will not result in a refund. If such terms have been applied, they will be displayed on the booking page for Customers to read in the course of the booking process and; having been so displayed; shall prevail over the provisions above, meaning that no refund will be due. Brierley Hill Civic will under no circumstances be responsible for any remedy for inconvenience, consequential expenses incurred or any other

loss or damages resulting from the cancellation of any Event. Please note, it is the Customer's responsibility to check whether the Event is going ahead at the scheduled date, time and venue, and Brierley Hill Civic cannot guarantee that they will inform the Customer of any changes to the event date, time or venue. Customers must notify Brierley Hill Civic of an event cancellation no later than the Monday following the event date.

**10. UNLAWFUL RESALE OF TICKETS:**

The unlawful resale (or attempted unlawful resale) of a ticket is grounds for seizure or cancellation of that ticket without refund or other compensation.

**11. TERMS AND CONDITIONS OF THE EVENT ORGANISER:**

This ticket is issued subject to the terms and conditions of the Event Organiser. If applicable, the details of an Event Organiser's terms and conditions will be available through the purchasing process or at the venue box office. Breach of any of these terms and conditions or any unacceptable behaviour likely to cause damage, nuisance or injury shall entitle the Event Organiser to eject you from the venue. It is the responsibility of the ticket purchaser to comply with any age restrictions which apply to the event or the venue where the event is being held.

General Conditions for Brierley Hill Civic Events and all organisers include (but are not limited to):

The right to refuse admission of any ticket holder.

The right to request the ticket holder to leave the premises and take any appropriate measure to enforce such a request.

Smoking in all internal areas of the Brierley Hill Civic is strictly forbidden. The use of electronic cigarettes is also strictly prohibited inside the venue.

Only food and drink purchased on the premises may be consumed in the building. (Unless otherwise agreed in advance.)

Bag searches are in operation at the Civic, on certain productions / performances additional security may be in place.

Mobile phones and all digital devices must be kept in silent mode / switched off when in the auditorium unless otherwise stated / agreed.

Cameras and any form of audio or visual recording equipment are forbidden within the auditorium unless otherwise stated / agreed.

Latecomers will not be admitted (prior to the show or after the interval) until a suitable break in the performance. Latecomers, if admitted may be required to occupy alternative seats to those marked on the ticket.

Management may alter or vary the programme, artistes and timings without consultation or compensation.

We reserve the right to provide alternative seats to those purchased.

The performance may be cancelled for reasons beyond control of the management without notice and without the Brierley Hill Civic being liable to pay any person compensation whatsoever other than a possible percentage or maximum refund to the ticket holder of the value of the ticket.

**12. YOUR PRIVACY:**

We believe that the privacy of all our Users is important, but we place particular emphasis on the privacy of our end Customers. Please refer to our Privacy Policy for full details.

**\*\*All ticket prize winners, no matter which competition they entered will be added to the Brierley Hill Civics' marketing database. The option to unsubscribe is available.**

**13. DISCLAIMER:**

The site and its content are delivered on an "as-is" and "as-available" basis. Brierley Hill Civic disclaims all warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose. Brierley Hill Civic does not promise that the site will be error-free, uninterrupted, or that it will provide specific results from use of the site or any content, search or link on it. Brierley Hill Civic cannot ensure that files you download from the site will be free of viruses or contamination or destructive features. Brierley Hill Civic will not be liable for any damages of any kind arising from the use of this site, including without limitation, direct, indirect, incidental and punitive and consequential damage. Brierley Hill Civic makes no guarantee of any specific result from use of this site or use of the Brierley Hill Civic service.

**14. LIMITATION OF LIABILITY:**

Whilst we endeavour to ensure that the website is fully operational at all times, on those occasions when there are interruptions to service due to essential maintenance, system upgrades, internet service interruptions or any other factors beyond our control, Brierley Hill Civic will not be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, or for lost profits, revenues or business opportunities, even if Brierley Hill Civic has been advised of the possibility of such damages. Neither Brierley Hill Civic nor the Event Organiser shall have any further liability beyond the face value of the ticket purchased plus the booking fee. Neither Brierley Hill Civic nor the Event Organiser shall be liable for any loss of enjoyment or wasted expenditure. Personal arrangements including travel, subsistence and accommodation relating to the Event which have been arranged by you are at your own risk. Brierley Hill Civic disclaims any and all liability for the acts, omissions and conduct of any third party users, Brierley Hill Civic users, advertisers and / or sponsors on the site, in connection with the Brierley Hill Civic service or otherwise related to your use of the site and /or the Brierley Hill Civic service. Brierley Hill Civic is not responsible for the products, services, actions or failure to act of any venue, performer, promoter or other third party in connection with or reference on the site. Notwithstanding the foregoing, nothing in the Agreement shall be taken to limit or exclude any liability which Brierley Hill Civic may have for (i) death or personal injury arising from Brierley Hill Civic negligence; (ii) fraudulent misrepresentation; or (iii) any liability that cannot be excluded or restricted by law.

**15. TRADEMARKS:**

Brierley Hill Civic, the website and design are registered trademarks of The Brierley Hill Civic. All rights reserved.