

TERMS & CONDITIONS FOR THE PURCHASE OF TICKETS from the PROMOTER/S

Updated 01/03/12

Beat Up Music Ltd, and/or Trinity Live Ltd and/or Sound Island Festivals Ltd and/or Coz We Can Ltd are "the Promoter/s" of the "Event/s".

These terms and conditions are based on models produced by the Office of Fair Trading and The Society of Ticket Agents and Retailers (STAR).

The Events are any event advertised by the Promoters. The "Ticket Holder" is the person who is in possession of a ticket, either purchased or otherwise, to any of the Events. The Venue is the arena and associated areas where the Event/s are scheduled to and/or take place at.

1 Any queries regarding the Terms and Conditions should be raised with the Promoter via their agent/s prior to purchase. Purchase and/or use of a ticket/s, to any Event/s organised or owned by the Promoter shall constitute acceptance of the Full Terms and Conditions of the Promoter. The tickets and all title therein, remain the property of the Promoter until the Event has taken place.

2 The Ticket Holder undertakes to observe and uphold all the terms, conditions, additional directives and statements of the Promoters at all times. All directives and statements printed on the tickets, posted or announced at the event form part of these Terms and Conditions. In the instance of a breach of this undertaking the Promoters reserves the right to cancel the ticket/s and eject the offender/s and retain all monies paid

3 The Promoters reserve the right to amend event schedules, performance timings (advertised or otherwise) and advertised programme content, without prior notice and without liability. The tickets are sold for a performance by the headline artiste only. The Promoters reserve the right to alter and amend the advertised guest / support artistes/performers, without prior notice and without liability. No refunds or compensation will be offered or considered for the non-appearance of any advertised (or otherwise) guest artiste or supporting artiste,

4 Admission to the Event, car parks and associated areas are at the Ticket Holder's own risk. Excepting where caused by their act or omission, the Promoters and the Venue shall not be held liable for any loss, injury or damages sustained within the Venue, all designated car parks and all associated areas. There is strictly no admittance to the car parking areas, the Venue or its associated areas before the advertised opening times. Please note: Gate / Door Opening times refer to the access to the auditorium / performance arena only and not the car parks. (See No 7)

5 The Ticket Holder agrees to indemnify the Promoters against any loss, injury or damage caused to themselves or others by their own actions, negligence and/or nuisance or by any other person in their care or equipment, apparatus and/or belonging/s in their possession.

6 The Promoters reserves the right to refuse admission, void tickets and/ or eject, without refund, any person/s who, refuse a security (person and or belongings) search, fails to produce proof of identity or age, are under the influence of alcohol or drugs or in their opinion, may provoke a breach of the peace, jeopardize the health, safety and enjoyment of others, or damage the fame and reputation of the Event/s.

7 Wherever possible, car parking will be provided but without guarantee and liability. The Promoters reserve the right to charge for this facility or withdraw it, without prior notice. NOTE: In the instance of the Promoters or the Venue providing car / vehicle parking facilities / areas, they are open prior to the Gate / Door Times. Consult your ticket agent at the point of purchase, for further details.

8 Unauthorised photography, video, audio recording and transmission of the Event/s, the performers and the performance for professional purposes or financial gain is strictly forbidden. Professional audio and imaging equipment are forbidden inside the Venue. Small hand-held personal cameras without enhanced lenses are permitted. Video cameras of all types are not permitted. All unauthorised equipment will be confiscated and retained until a later date, at the owner's own risk and without liability to the Promoters. It is not The Promoters responsibility to safeguard any confiscated items including Professional Camera equipment, image and audio equipment, against damage or loss. SO DON'T BRING ANY!!

9 Ticket Holders consent to being photographed, filmed and sound recorded as an audience without payment, and to their image being used by the Promoters in all matters relating to the Event and any future promotions.

10 Excepting where clause 12 applies there are no refunds under any circumstances. No duplicate or replacement tickets will be issued under any circumstances.

11 **INCLEMENT WEATHER** All scheduled open-air Events will still proceed in inclement weather. Ticket Holders are advised to make their own, appropriate arrangements to protect themselves against the weather conditions. Tents, Gazebos, windbreaks or similar items are forbidden inside the arena at all times. Should inclement weather prevail, Ticket Holders are advised to consider bringing / using foldaway, hooded, waterproof clothing.

UMBRELLAS / PARASOLS may NOT be brought into the arena under any circumstances and will be confiscated, without liability, at the point of entry. It is not The Promoters responsibility to safeguard any confiscated items including umbrellas or parasols, against damage or loss. SO DON'T BRING ONE!!

11a **RESPONSIBILITY AND LIABILITY** - By smuggling and using an umbrella or any other prohibited item inside the arena, the access routes and event car parks, the user / the Ticket Holder accepts full liability for any damage or injury caused to themselves or to others in incidents involving the umbrella / prohibited item, within these areas and totally absolve The Promoters from any liability whatsoever in any related incident. **People concealing and using umbrellas or any other prohibited items inside the arena are contravening the terms of entry and The Promoters reserve the right to eject any such person from the event without refund.** All Ticket Holders have a right to a safe environment and an unrestricted view of the concert.

12 Should it occur that the Event is cancelled through lack of support, only the face value of the ticket may be refunded by the Promoters. Any booking fees and/or charges are made by the box office/supplier at the point of purchase and are not the responsibility of the Promoters and are a contract between the purchaser and the box office / agent. The Promoters advise purchasing tickets only through authorised outlets appointed by the Promoter. (See item 17).

13 All Events are by general admission and, unless stated otherwise, no seating is provided. The reserving of, or the preparing of areas for later occupation, or the construction of boundary markers at any time, is not permitted. The Promoters reserve the right to dismantle any area, which in their opinion has been reserved. Any equipment, property or items therein may be moved away, at the owner's risk.

14 It is the responsibility of the Ticket Holder to carry a valid receipt/ticket or pass to the Event at all times. Failure to produce the appropriate receipt/ticket or pass, when so requested by the agents of the Promoter, may result in the person being ejected from the event, without later claim or compensation. There is no re-admission at Category A & B Events and Pass Outs and re-entry at Category C Events is at the Promoters' discretion.

15 In the interest of public safety The Promoters will classify each event under Category A, B or C.

The following items and activities are forbidden inside the Venue, all car parks and all associated areas for the duration of ALL (Category A, B & C) outdoor events organised by the Promoters: - **BALL GAMES, FRISBEES and similar activities. NAKED FLAMES, BARBECUES, STOVES, UNPROTECTED CANDLES, FIREWORKS, FLARES, AEROSOLS, KLAXONS / AIR HORNS, INFLAMMABLE LIQUIDS, GAZEBOES, WINDBREAKS, TENTS AND SIMILAR STRUCTURES, PLACARDS or BANNERS ON / POLES, WHISTLES, LASERS OR SHARP OBJECTS, WEAPONS OR ITEMS THAT CAN BE USED AS WEAPONS, UNLICENSED OR COUNTERFEIT CONCERT OR ARTISTE MERCHANDISE, ILLEGAL SUBSTANCES or any other item that the Promoters may consider to be unsuitable or unsafe. Illegal substances, prohibited or unsafe items will be confiscated at the owner's own risk and without liability to the Promoter. If in doubt about any permitted item enquire at the point of purchase.**

All persons declining the request for a search of their person or belongings, by the official security personnel, will be refused entry with refund.

In addition to the restrictions itemised in item 15 above the following restrictions will also apply.

15a 15a For the purpose of clarification, the difference between Category A (5+) and Category A (14+) is the age restriction applicable to that specific concert.

Category A (5+) Event / Concert - General Admission: Standing Audience and/or Reserved / seating as provided by the Promoter/Venue

Customers are NOT PERMITTED to bring their own seating inside the auditorium under any circumstances.

(Infants under 5 yrs old not admitted). Juveniles (Under 14yrs old) must be accompanied by an adult (Minimum age 18yrs old). A maximum of four Juveniles in the care of one Adult. Once tickets have been checked and "torn" by security there are NO PASS OUTS and NO-READMISSION to the holding areas or arenas UNDER ANY CIRCUMSTANCES. Ticket Holders are advised to ensure they have all essential medication before entering the ticket check / holding areas.

NO food or drink (except one unopened 300ml plastic bottle of water/soft drink/juice. Water is available free of charge inside the auditorium). **NO glass items of any description.**

NO bottles (except one unopened 300ml plastic bottle of water/soft drink/juice) **NO cans, cartons, rigid containers, cool boxes, hampers, rucksacks, hold-alls or large bags.**

NO rigid, portable or collapsible tables of any of any type or dimension. NO chairs, stools or seating of any kind. NO shooting sticks or similar items. (Rugs may be

used at the owner's own risk and can only be sited on the rear perimeter of the standing audience). Ticket Holders are warned of the potential dangers (e.g. crushing and trampling)

if in a sitting position within or close to a standing audience. **NO professional camera or visual recording equipment.** (Small hand held cameras without enhanced lenses are

permitted) **NO audio recording equipment. NO animals** (excepting those trained to assist the visually impaired)

Category A (14+) Event / Concert - General Admission: Standing Audience and/or Reserved / seating as provided by the Promoter/Venue

Customers are NOT PERMITTED to bring their own seating inside the auditorium under any circumstances.

Infants and Juveniles (Under 14yrs old) must not admitted. Once tickets have been checked and "torn" by security there are NO PASS OUTS and NO-READMISSION to the holding areas or arenas UNDER ANY CIRCUMSTANCES. Ticket Holders are advised to ensure they have all essential medication before entering the ticket check / holding areas.

NO food or drink (except one unopened 300ml plastic bottle of water/soft drink/juice. Water is available free of charge inside the auditorium). **NO glass items of any description.**

NO bottles (except one unopened 300ml plastic bottle of water/soft drink/juice) **NO cans, cartons, rigid containers, cool boxes, hampers, rucksacks, hold-alls or large bags.**

NO rigid, portable or collapsible tables of any of any type or dimension. NO chairs, stools or seating of any kind. NO shooting sticks or similar items. (Rugs may be

used at the owner's own risk and can only be sited on the rear perimeter of the standing audience). Ticket Holders are warned of the potential dangers (e.g. crushing and trampling)

if in a sitting position within or close to a standing audience. **NO professional camera or visual recording equipment.** (Small hand held cameras without enhanced lenses are

permitted) **NO audio recording equipment. NO animals** (excepting those trained to assist the visually impaired)

NOTE : Alternative / different age restrictions may apply at individual concerts and this will be included as part of the title of the Category A concerts. for example

Category A (16+) Concert means under 16 yrs old not admitted.

Category A (18+) Concert means under 18 yrs old not admitted.

Unless specified differently all other terms and banned / restricted items remain the same as other Category A concerts – see above.

15b Category B Event / Concert - General Admission: Standing Audience with designated customers own seating area

Infants (under 5 yrs old) not admitted. Juveniles (Under 14yrs old) must be accompanied by an adult (Minimum age 18yrs old). A maximum of four Juveniles in the care of one Adult. Once tickets have been checked and "torn" by security there are NO PASS OUTS and NO-READMISSION to the holding areas or arenas UNDER ANY CIRCUMSTANCES. Ticket Holders are advised to ensure they have all essential medication before entering the ticket check / holding areas.

NO food or drink (except one unopened 300ml plastic bottle of water/soft drink/juice Water is available free of charge inside the auditorium). **NO glass items of any description.**

NO bottles (except one unopened 300ml plastic bottle of water/soft drink/juice) **NO cans, cartons, rigid containers, cool boxes, hampers, rucksacks, hold-alls or large bags.**

NO rigid, portable or collapsible tables of any type or dimension. NO rigid chairs, rigid stools or non-collapsible seating. NO shooting sticks or similar items.

NOTE: Ticket Holders may bring their own fold-away, collapsible and portable chairs / seats to a category B Event/Concert but these may only be used on the rear perimeter of the standing audience. All seats placed/used in any other place than the designated area on the rear perimeter of the standing audience or in any potentially dangerous or inconsiderate

position will be removed to a safe place at the owner's risk. The persons owning or bringing fold-away, collapsible and portable chairs / seats into the Event / Concert do so at their own risk and will be held responsible for any injury caused to their self or a third party, from any related occurrence or incident. (Rugs may be used at the owner's own risk and may

only be sited on the rear perimeter of the standing audience). Ticket Holders are warned of the potential dangers (e.g. crushing and trampling) if in a sitting position within or close to a

standing audience. **NO Professional camera or visual recording equipment.** (Small hand held cameras without enhanced lenses are permitted) **NO Audio recording**

equipment. NO animals except where necessary to assist the visually impaired).

15c Category C Event / Concert - General Admission: Picnic Audience Format

Juveniles (Under 14yrs old) must be accompanied by an adult (Minimum age 18yrs old). A maximum of four Juveniles in the care of one Adult. Infants (Under 5yrs old) are not admitted. **PASS OUT & READMISSION at the Promoters' appointed security officer's discretion.**

NO Professional camera or visual recording equipment. (Small hand held cameras without enhanced lenses are permitted) **NO Audio recording equipment.**

NO Animals (excepting those trained to assist the visually impaired).

NOTE: Ticket Holders may bring their own picnic furniture to a Category C Event/Concert. All furniture placed/used outside the designated areas or in a dangerous or inconsiderate

position will be removed at the owner's risk. The persons owning or bringing furniture into the Event / Concert do so at their own risk and are responsible for any injury caused to

their self or a third party from any related occurrence or incident. **To avoid causing injury, all Ticket Holders are requested to dispose of their rubbish into the skips by the**

exits. Rubbish sacks will be provided – please ask on arrival.

16 The Promoter reserves the right to offer tickets at a reduced price if purchased in advance or prior to a certain date or purchased in "group" quantities/amounts. Should any tickets be made available for sale on the day of the concert /event, the Promoter reserves the right to sell all such tickets solely at the venue, at the full (on the day) price, plus any box office charges, whether advertised or not, that may apply on the day.

17 The Promoters do not recognise nor support the secondary ticket market. The Promoters are not responsible to or liable in anyway whatsoever to provide entry to the Event, or

any service / concert as advertised as / at the Event / the Venue, to the purchaser or person/s in possession of a ticket obtained from any source other than the Promoters

authorised and official agents All tickets are non-transferable and rights of entitlement are only applicable to the bona-fide original purchaser. **TICKETS MAY NOT TO BE RE-SOLD**

/ SOLD ON OR PASSED ON TO A THIRD PERSON IN GRACE OR FAVOUR, without the written permission of the Promoter.

18 **Lost, misplaced or damaged tickets** will not be replaced under any circumstances.

19 **LATE ARRIVAL** It is the responsibility of the Ticket Holder to plan their journey allowing sufficient time for unexpected occurrences, weather conditions, traffic congestion en

route and approaching the venue, to arrive at the venue in time for the performance. It is not the Promoter's responsibility to advise / inform the Ticket Holder of any road works,

incident or occurrence that may delay the Ticket Holder's arrival at the venue. Although every effort is made to run to schedule, the advertised performance / concert timings may be

brought forward or delayed without notice. Under no circumstances whatsoever will the Promoters refund or compensate for late or non-arrivals or any amendment to the artistes

advertised performance times, howsoever caused.

20 **SPECIAL NEEDS** Please enquire at the point of purchase or visit the event website for services provided. Where possible and appropriate Disabled Parking spaces and a wheelchair-viewing platform may be provided (usually for category A & B Events / Concerts - Customers are advised to check before booking). Subject to space being available, one carer per charge may be allowed access to this facility, but this cannot be guaranteed. Able-bodied Ticket Holders who abuse this facility without the written permission of the

Promoters will be ejected from the Event without refund. Some events may be unsuitable for advance pregnancy or people generally unable to stand for long periods. Rugs may be used at the owner's own risk and can only be sited on the rear perimeter of the standing audience. Ticket Holders are warned of the potential dangers (e.g. crushing and trampling) if in a sitting position within or close to a standing audience.

21. **WARNING** CCTV cameras are likely to be operational at the Promoters' events. Exposure to amplified sound may cause damage to hearing. Strobe lighting, smoke and special effects will be used in the production of Category A, B & C events.

NOTE: Due to the sheer number of people / vehicles trying to leave all at the same time, it is unavoidable that queues and possibly lengthy delays will be experienced following the Event. Obviously, for any vehicle at the back of a queue it will take some time to exit. Breaking line and attempting to queue jump only causes unnecessary bottlenecks and jams and interferes with the free flow of other vehicles, resulting in even longer time in a queue. Be patient and follow the marshals directions, they are there to assist. It is just as much in their interest to get your vehicle off site as soon as possible.

FORCE MAJEURE: The Promoters reserves the rights to cancel, postpone or abandon the Event/s because of circumstances beyond their control and without any refund whatsoever.