

TERMS AND CONDITIONS

The customer's attention is particularly drawn to the provisions of Clause 2.

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1. INTERPRETATION

1.1 DEFINITIONS:

"Conditions" - Means the conditions for the purchase of Tickets made between a Customer and the Venue

"Customer" - The person or firm who purchases a Ticket from the Venue

"Event" - Means any entertainment event or performance occurring at the Venue in respect of which Tickets are sold

"Promoter" - Means the entity which is staging/producing the Event.

"Staff" - Employees and volunteers of the Venue

"Ticket" - Means any item issued by the Promoter or the Venue which confirms the right to attend the Event

"Venue" - Brighton Spiegeltent, The Old Steine, Brighton, BN1 1GY

1.2 INTERPRETATION:

1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.3 A reference to writing or written includes email.

2. BASIS OF CONTRACT

2.1 All Tickets are sold subject to availability and these Conditions.

2.2 Any order for Tickets submitted [by whatever means, whether electronically, through other remote means or in person] constitutes an offer by the Customer to purchase a Ticket in accordance with these Conditions.

2.3 The order shall be deemed as accepted upon purchase of a Ticket other than by electronic means as set out in Condition 2.5 below. As such the Customer should read these Conditions prior to purchase.

2.4 These Conditions apply to the contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Customers may purchase Tickets online at <https://tickets.brightonspiegeltent.com>. Completion of the booking process shall constitute an offer to purchase the Tickets subject to these Terms and Conditions. Acceptance of this offer will only take place once a Booking Confirmation has been sent to the registered email address, not when the credit/debit card is charged.

2.6 If a Customer makes a group booking they do so in acceptance of these Conditions and on behalf of all members of the group. Notwithstanding, the Promoter and Venue reserve the right to hold the Customer solely responsible for the price of all Tickets sold and for any payment which may be due as a result of any member of the group's actions.

3. TICKETS & ENTRY

3.1 The price of all Tickets are specified on The Venue website at <https://tickets.brightonspiegeltent.com>. All Ticket prices are inclusive of any applicable VAT. No VAT is charged on any booking fee

3.2 To contact the box office, please email hello@brightonspiegeltent.com.

3.3 Once purchased, Tickets cannot be exchanged, resold or refunded, apart from in the event of a production being cancelled or rescheduled. In the event of a sold-out event, Brighton Spiegeltent will endeavour to resell any returned Ticket with an administration fee charged if resold.

3.4 Refund or exchange must be requested from your point of purchase and can only be claimed by the person who made the booking. Refund will only cover the face value of the Ticket(s) and any associated booking fees, if cancelled or rescheduled by Brighton Spiegeltent.

3.5 Only Tickets purchased from the Box Office or approved agents are valid for admission.

3.6 Tickets sold via third parties and other unauthorised outlets, including online auction sites, are not valid for admission. Reselling a Ticket makes it void and the Ticket holder may be refused entry.

3.7 Some performances may have specific conditions of sale. These will be listed on the events pages for that event on this site and it is the responsibility of the Ticket holder to check this before they purchase Tickets.

3.8 Tickets may be restricted to a maximum number per person for certain events.

3.9 Brighton Spiegeltent reserves the right to make alterations to the advertised programme.

3.10 All Customers must produce a valid Ticket for the Event in order to gain entry to the Venue. All valid Tickets must be retained by the Customer for the duration of the Event and made available for inspection on request by a member of Staff. Inability to produce a valid Ticket may lead to expulsion from the Venue.

3.11 It is the Customer's responsibility to contact the Venue if a Ticket is lost, damaged or destroyed. Duplicate Tickets may be issued at the discretion of the Venue. In such instances photographic identification may be requested.

3.12 The Customer is responsible for ensuring that the information on their Ticket is correct. Customers are encouraged to bring any error to the attention of the Venue as soon as possible.

3.13 The Venue will use reasonable endeavours to contact Customers if an Event is cancelled/postponed. It is the Customer's responsibility to check for changes to the Event prior to attending.

3.14 Children aged 4 and over shall require their own Ticket and seat. Children under 4 sitting on an adult's lap don't need a Ticket.

3.15 Children are classed as 16 and under, seniors are 60 and over, students are registered students with a valid ID.

3.16 Some performances and / or specific seating areas may have age restrictions. It is the responsibility of the Ticket holder to check any restrictions before they purchase Tickets.

4. TERMS OF ADMITTANCE

4.1.1 The Venue reserves the right to refuse admission to a Customer or to eject them from the Venue at any point during an event if in the Venue's reasonable opinion a Customer's behaviour is not suitable for the Event. No Ticket refunds will be available in such instances. Such behaviour includes, but is not limited to, a Customer:

4.1.2 acting in an aggressive manner;

4.1.3 being abusive to, or compromising the safety of any member of Staff, Promoters' representatives, performer or other Customer;

4.1.4 distracting other Customers from enjoying the Event.

4.1.5 being under the influence of alcohol or drugs;

- 4.1.6 any breach of these Conditions or statutory law.
- 4.2 Every effort to admit latecomers will be made at a suitable break in the event, but admission cannot always be guaranteed.
- 4.3 Food and drink may not be brought into the building.
- 4.4 It is against the law to smoke in the Venue including vaping/electronic cigarettes.
- 4.5 For security reasons, bags may be searched as a condition of entry.
- 4.6 Whilst reasonable efforts shall be made by the Venue to give warnings to Customers regarding special effects it is the responsibility of each individual to seek further information or medical advice.
- 4.7 Mobile phones and any other electronic equipment (e.g. cameras) must be switched off during the Event and no unauthorised recording equipment is allowed in the Venue. Any unauthorised recordings or photographs may be confiscated and destroyed. Neither the Venue nor the Promoter will be responsible for any loss sustained.
- 4.8 Purchase of a Ticket means you consent to filming, photography and sound recording which may include you as a member of the audience, and its use in commercial distribution without payment or copyright.
- 4.9 Brighton Spiegel tent reserves the right to refuse admission.
- 4.10 Brighton Spiegel tent accepts no responsibility for any personal property brought to the venue.
- 4.11 Please consider our neighbours and leave Brighton Spiegel tent quietly.

School Groups

All children must be accompanied by and remain under the care and control of a responsible adult at all times. School groups must have a minimum ratio of one adult to ten children with at least two adults accompanying any group of children even if the group number is less than ten. Education Ticket holders consent to the photographing and filming of themselves as members of the audience. It is the responsibility of the person in charge of the group to seek consent from parents or guardians in advance of the visit.

5. CANCELLATION

- 5.1 No refunds are available unless the Event is cancelled, postponed or if the Event is materially changed. A material change in the context of these Conditions is a change which, in the Venue's reasonable opinion, makes the Event materially different from that booked by a Customer. A cast change, use of understudies and alteration of running time are not considered a material change.
- 5.2 Exchanges are permitted only within the same Event and no later than 5 days before the performance takes place. Exchanges are subject to a £1.00 per Ticket administration charge.
- 5.3 If an Event is cancelled Customers will be refunded the face value of the Ticket. The Venue will endeavour to refund any monies by the same means as it was received.
- 5.4 If an Event is postponed or rescheduled the Customer will be offered alternative Tickets. If the alternative Ticket is cheaper the Customer shall be reimbursed the difference. Conversely, if the alternative Ticket is more expensive the Customer shall pay the difference. If the Customer does not wish to take up the offer of an alternative Ticket then they shall be refunded the face value of the Ticket for the cancelled Event.

6. DELIVERY

6.1 All Tickets are e-tickets which customers can display on their phone or print at home. If the customer cannot access such Tickets it is their responsibility to contact the Venue within 7 days of booking. If the Venue is not notified then no refund, alternative Ticket or duplicate Ticket shall be offered.

7. LIABILITY

7.1 The Venue shall not be responsible for any injury to the Customer or loss, theft or damage of Customer's belongings, other than that caused as a direct result of negligence or other breach of statutory duty.

7.2 Subject to clause 8.1, the Venue's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Conditions shall be limited to the total amount paid for Tickets.

7.3 Nothing in clause 8 excludes or limits liability which cannot be excluded or limited by law, including those claims arising from death, personal injury or fraud which cannot be excluded by law.

7.4 Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, such as power or equipment failure.

7.5 Arrangements, including but not limited to, travel and accommodation, are booked at the Customer's risk and the Venue shall not be liable for any additional costs associated with the cancellation of the Event.

8. DATA PROTECTION

8.1 The Venue may use your personal information together with other information for providing services connected with the Event to you and for the Venue's marketing, administration (including payment processing and administration) and training. We may also keep your information for a reasonable period in order to contact you about the Event and our other and future services. You have rights under the UK General Data Protection Regulation and the Data Protection Act 2018 to object to the use of your personal data for direct marketing purposes and you may give us notice at any time that you no longer wish to receive marketing materials. Further information about how we use your personal data can be found in our Privacy Notice at <https://tickets.brightonspiegeltent.com/privacy>.

9. THIRD PARTIES

9.1 No one other than a party to the Conditions shall have any right to enforce any of its terms.

10. Severance

10.1 If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Conditions.

11. Waiver

11.1 A waiver of any right or remedy by the Venue is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

11.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy by the Venue shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12. Entire Agreement and Variation

12.1 These Conditions constitute the entire agreement between the parties relating to the Event and Tickets.

12.2 The Customer acknowledges that in purchasing Tickets subject to these Conditions, the Customer does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. The Customer shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

12.3 No variation of these Conditions shall be effective against the Venue unless it is in writing and signed by the Venue and the Customer (or their authorised representatives).

13. GOVERNING LAW

13.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

14. JURISDICTION

14.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.