ELIOT SMITH DANCE

Terms and Conditions for TICKET POLICY AND TERMS & CONDITIONS

INTRODUCTION

The principle of this policy is to keep ticket prices as low as possible and thereby make our shows and events as attractive and affordable as possible to the audience and members of Eliot Smith Dance (ESD).

ESD hires theatres and community spaces to perform its events.

ESD aim to do this by negotiating the best possible deals with theatre / community settlements in order to keep our costs as low as possible whilst providing our audience and members with a wide and varied programme to enrich their artistic and cultural experience and provide value for money entertainment.

ESD also offer concessionary prices to groups of people and to members of Friends of ESD for some events. Only one concession per ticket is allowed.

AGENCY THIRD-PARTY THEATRE / COMMUNITY POLICIES

ESD performs in theatres and community centres that are not managed by ESD. Therefore, it is important ticket holders check the polices of the theatres and community centres ESD perform at.

BUYING TICKETS

Tickets can be purchased directly from ESD via:

Online at www.eliotsmithdance.com/events – ESD uses the online platform Eventbrite, PayPal, and Ticket Tailor to sell tickets.

Click <u>here</u> to read Eventbrite Terms of Services. Click <u>here</u> to read PayPal User Agreement. Click <u>here</u> to read Ticket Tailor

Telephone – You can buy tickets on the phone by calling 07947 482 944. Tickets can be paid for by credit or debit card. Tickets will be emailed or available to collect at the venue.

In-person – You can buy tickets on the day of the performance and can be paid for by credit or debit card and cash.

If you have any support requirements (bringing an assist dog, require an easy access seat, have mobility concerns, have a medical condition that may need support), please call the

ESD on 07947 482 944 or by email at info@eliotsmithdance.com . This way ESD can ensure you are in the best seats to enjoy the performance and can alert Front of House so they can try to fully support you throughout your visit.

Concessions

ESD offer the following concessions for some events:

- Friends of ESD discount.
- Students in full time education on production of a student card if required.
- Children under 16 in full time education.
- Family ticket.
- Senior Citizens in receipt of state pension on production of proof if required.
- Disabled People and their companion if necessary if it is a concessionary event.
- Persons wishing to claim a concession when available must state at the time of booking and produce proof of eligibility if required.
- The concession, when offered, will normally be £1.00 off the full price. However, this may vary according to the deals negotiated with the theatre / community hire and will often depend upon the nature of the show and target audience.
- Babes in arms are admitted free. Children up to the age of 18 months will not be charged if they sit on a parent/carers knee but any child aged 18 months and over are required to be allocated a seat and payment is required.
- It is recommended by ESD that all children under 12 years of age must be accompanied by a responsible adult whilst attending any event at ESD. Any event certification or age restriction for any other event must be complied with, even if an adult is attending as well. For example a certificate 15 event means the child must be 15 years of age in order to see the film.

Group Bookings

Wherever possible ESD aim to offer an incentive for group bookings for professional shows. This would normally be 1 free ticket for every 10 full price tickets. This will always be agreed with the company/agent before tickets go on sale and be included in the contract for the show.

Group reservations will only be accepted when there is a single group booker and must be paid in full 28 days before the event. Any group booking made within 28 days of the performance must be paid in full at the time of booking.

No group discounts will be offered for online events (including streamed events).

Family Tickets

Family tickets will be available for selected shows by agreement with the presenting company and will be clearly indicated.

Reservations

As a general principle we do not reserve seats. All seats must be paid for at the time of booking. The exception to this is group bookings when a date and method for payment is agreed at the time of reservation.

Gift Vouchers

Gift vouchers are valid for one year from the date of purchase, after that they are invalid. It is the responsibility of the voucher holder to ensure that they use them before their expiry date. No refunds will be given for out of date vouchers. (For website and telephone sales customers have a 14-day cooling off period where a full refund will be given if they choose to cancel the purchase).

Data Protection

When processing your booking, ESD staff will ask for your name, address, telephone number and e-mail address. This information may be used to keep you informed of forthcoming events and special offers and when undertaking fundraising activities. If you do not wish your details to be used in any of these ways, please inform ESD when booking. If you book online through the website, you will be given the opportunity to opt in to receiving information from us via e-mail. Full details of our Privacy Policy can be found on our website or by clicking <u>here</u>

TERMS & CONDITIONS

Tickets and pricing

By purchasing a ticket directly, by any method, or indirectly via an authorised agency, you are agreeing to these terms & conditions of sale.

Please check your tickets when you receive them to ensure you have the correct time and date as mistakes cannot be rectified at a later date.

We will not be responsible for any ticket that is lost, stolen or destroyed. It is not always possible to issue duplicate tickets. For example for events without reserved seating where it would be possible for both the original and duplicate tickets to be used, thus compromising the licensed capacity of the venue. Duplicates are therefore issued at the discretion of ESD.

Reprinting of lost or forgotten tickets, once in the possession of the customer, will incur a £1.00 service and handling fee per ticket.

Tickets once sold are not eligible for refunds or exchange. When a performance is sold out, we may at the manager's discretion assist clients by attempting to sell returned tickets on their behalf. There will be a service and handling fee of £2.00 per ticket for this service.

All booking and transaction fees or any other charges are included in the ticket price with the exception of postage. Any customer requesting their tickets to be posted out will be charged £1.50 per order.

All tickets and discounts are subject to availability and we reserve the right to introduce discounts and price changes without prior notification. Full details of current ticket prices will be displayed on the relevant event page on our website.

We reserve the right to offer promotional discounts at any time. Only one discount is allowed per ticket. Once a ticket is purchased, no discount will be made retrospectively. For website and telephone sales for non-date related products (including gift vouchers and memberships) customers have a 14-day cooling off period where a full refund will be given if they choose to cancel the purchase/membership, and any tickets or other purchases made during this time will also be cancelled and refunded.

Performances

ESD reserve the right to make any change whatsoever in the performance/event owing to any unforeseen or unavoidable cause.

ESD reserve the right to cancel or abandon the performance/event for reasons beyond our control without notice and without being liable to pay any person any compensation or damage whatsoever other than, at the Management's discretion, a possible percentage or maximum refund to the ticket holder of the value of the ticket.

Conditions of Admission

ESD reserve the right to refuse admission to any ticket holder.

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

By way of an example, we may remove a ticket holder who: Has behaved in the venue in a manner which, in the reasonable opinion of the staff has, or is likely to affect the enjoyment of other visitors; or Uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; or In the reasonable opinion of staff is acting under the influence of alcohol or drugs; or Fails, when requested, to produce proof or identity of age.

Members are asked to comply with instructions and directions given by venue staff and Front of House Volunteers. No refunds will be given to members who are refused entry or ejected due to their own behaviour, as suggested in, but not limited to the examples above.

ESD reserve the right to refuse entry of and use on the premises of any camera or any form of audio or visual recording equipment, including mobile telephones, tablet and wearable technology devices. All mobile telephones and other tablet devices must be kept out of sight and switched off during any performance unless stated otherwise.

Any person using such a device or displaying any screen after being requested to stop doing so will be required to leave the premises without any refund.

The use of such equipment is usually prohibited for a number of reasons such as safeguarding children and vulnerable adults, copyright infringement, health and safety, consideration for other audience members or at the request of the company.

ESD reserve the right to delay the entry of latecomers until a suitable break or interval in the performance/event; or to put the ticket holder into alternative seating to avoid disruption or inconvenience to other members.

Latecomers and non-attenders will not be offered refunds, regardless of the reason for the late arrival or non-attendance. This includes, but is not limited to, adverse weather, traffic congestion, public transport problems and injury or illness.

Customer's images may be captured for security, archival or publicity reasons. Any concerns should be bought to the attention of a member of staff upon arrival.

Agency Sales

ESD accept no responsibility for tickets or services purchased via an agency or third party, including group bookers.

Agency sales may be subject to different terms and conditions.

Charges and allocations may vary and customers are advised to check carefully when making their booking through an agency.

ESD Brochures, Website and Other Communications

All details in ESD brochures, website and other communications are correct, errors and omissions excepted, at time of publishing but ESD reserves the right to alter programme and other details without prior notice.

Complaints Procedure

ESD request all customers raise any complaint at the time of their visit to allow our teams to attempt to resolve any issues that would constitute a breach of contract.

It may not always be possible to find an equitable solution to complaints filed after the event and compensation may not be offered.

If you do have a comment or complaint, please write to Management Team, Eliot Smith Dance, 2 Lansdowne Place (Ground Floor), Gosforth, Newcastle upon Tyne, NE3 1HR.

Email: info@eliotsmithdance.com

We endeavour to respond to all feedback within 10 working days. We do not operate a telephone complaints service.

Trading Address

Eliot Smith Dance, C/o Dance City, Temple Street, Newcastle upon Tyne, NE1 4BR Telephone: 07947 482 944 Email: <u>info@eliotsmithdance.com</u>

General Data Protection Regulations

All personal data is managed in accordance with appropriate UK and European data protection and freedom of information legislation (GDPR). For information visit www.informationcommissioner.gov.uk

ESD full Privacy Policy can be read on our website or by clicking here