

Concert Ticket Terms & Conditions

“Event” means any live music concerts held at the Venue.

“Music Plus Sport” means Music Plus Sport Ltd, its representatives, servants, employees and sub-contractors and “Our” shall be read accordingly.

"Terms and Conditions" means these terms and conditions.

“Venue” means the Kingsholm Stadium, Kingsholm Rd, Gloucester, GL1 3AX

"Ticket" means any ticket for an Event.

“You” means you or anybody who in Music Plus Sport’s reasonable opinion is acting with your authority or permission and "Your" shall be read accordingly in its role as Promoter of the Event.

1. The Terms and Conditions incorporate, and should be read in accordance with any Venue terms, conditions and regulations, copies of which are available upon request from the Venue. The Terms and Conditions and any Venue terms, conditions and regulations are collectively referred to as, “Conditions”. In the event of any inconsistency between the Terms and Conditions, and any other Conditions, the Terms and Conditions shall prevail. These Terms & Conditions operate in addition to the Ticket Terms and Conditions of Gloucester Rugby including Gloucester Rugby Ground Regulations.

2. All Tickets are sold subject to the Conditions. Please read the Conditions carefully before purchase, and raise any queries with the Venue before purchase. Your purchase of a Ticket constitutes your acceptance of the Conditions.

3. It is your responsibility to check Your Tickets as if you have made a mistake, it cannot always be rectified after purchase. Please check your Tickets on receipt carefully and contact the Venue immediately if there is a mistake.

4. If You have any special access requirements or concerns about any special effects (for example lighting, sound, audiovisual or pyrotechnic effects) which may be featured at the Event, please discuss any such issues before purchasing the Tickets with the Venue by calling 01452 872289. Music Plus Sport will use reasonable efforts to assist with any such special access requirements or concerns.

5. You must produce a valid Ticket to gain access to an Event and You must keep possession of such Ticket at all times during the Event. Your Ticket may be invalidated if any part of it is removed, altered or defaced. Music Plus Sport will not be responsible for any Ticket that is lost, stolen or destroyed. If you have purchased a standing ticket(s) or Abbey Business Lounge Access Pass a wrist band(s) will be sent to you with your ticket(s). You must bring your wrist band (s) with you along with your ticket and wear at all times in order to gain access to these areas. Lost or forgotten wrist bands will not be re issued.

6. Duplicate tickets will be issued at The Venue's discretion in collaboration with Music Plus Sport. If the Venue issues a duplicate Ticket, it may charge a reasonable administration fee.

7. Our recommendation is that concerts at the Venue are not suitable for children under 16. Whilst we recommend that these events are not suitable for children under 16, if you do wish to bring them as part of your party, at your discretion, they can attend as long as they possess a valid ticket to gain entry and there is a responsible adult of 18 and above to every two children under 16. We take every precaution to try and ensure everyone has a safe and enjoyable time at all of our events. If you do decide to bring a child under 16, we would suggest against taking them into the most densely crowded areas, which includes the large area in front of the stage. It is your responsibility to check the suitability of an event for any children in your party regardless of official age restrictions, this includes considering the type of audience the event is likely to attract and whether such an audience is a suitable environment for children in your party. Refunds will not be issued if any aspect of an event, including the behaviour of other audience members, causes offence to you or any children on whose behalf you have purchased tickets. We do not recommend subjecting babies and young children to loud music. Children are recommended to wear hearing protection if you decide to bring them. A concert environment is not suitable for very young children.

8. For seated Events, You only have the right to a seat at the Event of a value corresponding to that stated on the Ticket, and Music Plus Sport acting reasonably, reserve the right to provide alternative seats at the Event to those specified on the Ticket. Where only seats of a lesser value are available, You will be offered the choice of accepting either (a) the lesser value seats available, or (b) a refund of the face value of Your Ticket.

9. Tickets are sold subject to the Music Plus Sport's right to alter the advertised Event as reasonably necessary. Music Plus Sport's and the Venue total liability in relation to a cancelled Event is set out below in Conditions 14 and 16.

10. Tickets cannot be exchanged or refunded unless the performance is cancelled, rescheduled or where there is a material change to the Event. A 'material' change is a change which, in Music Plus Sports reasonable opinion, makes the Event materially different to the Event that purchasers of the Ticket, taken generally, could reasonably expect.

11. It is Your responsibility to ascertain whether an Event has been cancelled or re-scheduled and the date and time of any re-scheduled Event. Where an Event is cancelled or re-scheduled, Music Plus Sport and the Venue will use their reasonable endeavours to notify You using the details You provided at the time of ordering. Music Plus Sport and the Venue does not and cannot guarantee that You will be informed of such cancellation before the date of the Event. It is also Your responsibility to inform the Venue of any change to the contact address, telephone number or email address You provided at the time of purchase of tickets for the Event.

12. Where an Event is cancelled, rescheduled and you cannot or do not wish to attend the reschedule event or where there is a material change to the programme of the Event, You will be entitled to a refund in accordance with Condition 14. Liability for the cancellation or

rescheduling of the Event, or for material changes to the Event, will be limited to a refund as set forth in Condition 14.

13. "Force Majeure" means any cause beyond Music Plus Sport's or the Venues' control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments. Subject to the provisions of Condition 12, Music Plus Sport nor the Venue will not be liable to You for failure to perform any obligation under the Conditions to the extent that the failure is caused by Force Majeure.

14. The total refund for a Ticket shall be the face value of the Ticket purchased. Personal arrangements including travel, subsistence, hospitality or accommodation relating to the Event which have been arranged by You are at Your own risk. Music Plus Sport nor the Venue shall not be liable for any loss of enjoyment or wasted expenditure in addition to refunding the face value of the Ticket.

15. In order to claim Your refund, please take your unused Ticket to the Venue within 3 months after the original proposed date of the Event for a cancelled or rescheduled Event, or (b) as soon as possible for the Event which has been materially changed. Refunds will only be made to the person who purchased the Tickets and proof of purchase is required. The refund will be made in accordance to the payment method used at the time of purchasing tickets.

16. Music Plus Sport nor the Venue will not be liable for any loss, injury or damage to any person (including Yourself) or property however caused: (a) in any circumstances where there is no breach of a legal duty of care owed by Music Plus Sport or the Venue, (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury as a result of a breach of a legal duty of care owed by Music Plus Sport or the Venue); or (c) to the extent that any loss or damage results from breach by You of any of the Conditions.

17. Nothing in the Conditions seeks to exclude or limit any liability of Music Plus Sport or the Venue for death or personal injury caused by its negligence, fraud or any other type of liability which cannot by law be excluded or limited.

18. You may not re-sell or transfer a Ticket if prohibited by law. In addition, re-sales or transfers of Tickets may be prohibited for the Event, pursuant to the specific terms and conditions of the Event (for example, but not limited to (a) charity Events, (b) Events where age restrictions apply because of the content of the Event or licensing requirements, or (c) balloted Events). Where a Ticket is offered for re-sale in accordance with the Conditions, You must provide the buyer with full details of the Ticket. Full details include (if printed on the Ticket) the relevant block or tier, and row and seat number. The buyer of a Ticket must be made aware of the Conditions and any other terms and conditions that are specific to the Event. You should check whether any special terms or conditions apply before offering a Ticket for resale. Free tickets are often provided for specific reasons limiting their transferability.

19. You may not combine a ticket with any hospitality, travel or accommodation service and/or any other merchandise, product or service to create a ticket package ("Ticket Package") and sell or otherwise transfer (or facilitate the sale or transfer of) such Ticket Package for profit or commercial gain, offer such Ticket Package as an incentive or prize in a promotion or competition, or otherwise dispose of such Ticket Package in the course of a business.

20. Tickets are personal revocable licences and shall at all times remain the property of Music Plus Sport. Any Ticket obtained in breach of the Conditions will be void. Any person seeking to use a void Ticket may be refused entry to, or ejected from, the Venue without refund, and may be subject to legal action. Void Tickets are non-refundable.

21. Tickets may be restricted to a maximum number per person. The Venue will notify You of any such restriction at the time of purchase. Music Plus Sport reserves the right, without prior notice, to cancel Tickets purchased in excess of this number, unless the purchase of an excess was due to Music Plus Sport's or the Venue's error.

22. Music Plus Sport and the Venue reserves the right to refuse You entry to and/or eject You from the Event and/or Venue (and may take appropriate action to enforce this right) in reasonable circumstances including without limitation (a) for health and safety or licensing reasons, (b) if You behave in a manner which has or is likely to affect the enjoyment of other persons at the Event, (c) if You use or display threatening, abusive or insulting words or mannerisms or behave in a manner which may provoke a breach of the peace, (d) if, in Music Plus Sport's or the Venue's reasonable opinion, You appear to be acting under the influence of alcohol or drugs, (d) if You fail, when required, to produce proof of identity or age, (e) if You refuse to comply with Music Plus Sport's or the Venue's security searches, (f) if You breach these Terms, or (g) if Your Ticket is void. No refunds will be given to You if You are refused entry or ejected due to Your own behaviour.

23. Music Plus Sport or the Venue reserves the right to conduct security searches and confiscate any item which in the opinion of Music Plus Sport or the Venue may cause danger or disruption to other persons at the Event or is one of the items not permitted in the Venue as listed in the Conditions (including those items listed in this Condition 22). You shall not bring all or any of the following into the Venue: (a) smoking materials, (b) laser pens, (c) animals (except guide dogs), (d) Your own food and drink (unless permitted by the Venue), (e) bottles, cans or glass containers (unless permitted by the Venue), (f) any item which may be interpreted as a weapon (including sharp or pointed objects such as knives), or (g) illegal substances. Notwithstanding anything else in the Conditions, Music Plus Sport nor the Venue shall not be liable for any loss, theft or damage to confiscated items.

24. You must comply with any and all instructions given to You by Music Plus Sport and/or all Venue stewards and Venue staff. Music Plus Sport or the Venue reserves the right to restrict access to parts of the Venue.

25. If before or during the Event You have a complaint in relation to the Event (including without limitation, in relation to Your ability to view the Event), please speak to Music Plus Sport or a Venue steward or Venue Member of Staff promptly. Music Plus Sport or the Venue

will use its reasonable endeavours to rectify the situation which is the cause of your complaint, however under no circumstances shall Music Plus Sport or the Venue be under any obligation to rectify the situation.

26. Warning – Prolonged exposure to loud noise may cause damage to Your hearing.

27. The use of equipment for recording or transmitting (by digital or other means) any audio, visual or audio-visual material within the Venue is strictly forbidden. You shall not bring any such equipment to the Venue or to the Event. Any recording or transmitting equipment (including professional cameras), unauthorised recordings, tapes, films or similar items may be confiscated and/or destroyed by Music Plus Sport or the Venue. Any recording made of an Event or part thereof in breach of the Conditions shall belong to the Music Plus Sport or the Venue and You agree to assign any and all rights in any such recordings to Music Plus Sport or the Venue. Notwithstanding anything else in the Conditions, Music Plus Sport nor the Venue shall not be liable for any loss, theft or damage to confiscated items.

28. You give Your express consent to Your actual or simulated likeness to be included for no fee within any film, photograph, audio and/or audiovisual recording to be exploited in any and all media for any purpose at any time throughout the world. This includes filming by the police or security staff which may be carried out for the security of customers or the prevention of crime.

29. Smoking including e-cigarettes within the Venue is strictly prohibited. Music Plus Sport or the Venue reserves the right, without refund, to eject any person found smoking in the Venue.

30. You may only leave and then re-enter the Venue during an Event at the discretion of the Venue. Otherwise there shall be no re-admissions or pass-outs of any kind. Depending on the type of Event, every effort to admit latecomers will be made at a suitable break in the Event, but admission for latecomers cannot always be guaranteed.

31. Music Plus Sport reserves the right to allow audience members to stand in seated areas of the Venue.

32. You shall not bring into the Venue or display or distribute at the Event any sponsorship, promotional or marketing materials.

33. You must not leave any bags or other items of personal property unattended in the Venue. Any personal possessions or other items (including without limitation clothing, wallets and mobile telephones), which are found in the Venue, shall be retained by the Venue for a period of 30 days following their discovery. During this period, you may collect any item which belongs to You from the Venue upon reasonable proof of identification and ownership. If, upon the expiry of 30 days from the date of its discovery, any item has not been collected by You, Music Plus Sport or the Venue reserves the right to dispose of any such items as it sees fit without any further liability to You (notwithstanding anything else in the Conditions). Where possible, any uncollected items will be donated to charity.

34. Except to the extent that Music Plus Sport or the Venue is required or permitted by law to do otherwise, personal information provided by You to Music Plus Sport or the Venue will only be used in accordance with the Data Protection Act 2018 and any consents given by You in relation to Your personal information.

35. Music Plus Sport or the Venue shall be entitled to assign all and any of its rights and obligations under the Terms and Conditions without notice to You, provided that You are not adversely affected by the same.

36. If it is found by a court that any of the Conditions for any reason cannot be enforced for any reason, this shall not prevent the other provisions of the Conditions from continuing to apply.

37. Any delay of Music Plus Sport or the Venue in enforcing any of the Conditions shall not constitute a waiver of Music Plus Sport's or the Venue rights to do so.

38. Any person, other than Music Plus Sport or Venue, who is not a party to the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Terms and Conditions.

39. Nothing in the Conditions and no action taken by You or Music Plus Sport or the Venue under the Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between You and Music Plus Sport or the Venue beyond the relationship created under the Conditions.

40. The Conditions constitute the entire agreement between You, Music Plus Sport and the Venue in relation to the Tickets, the Event and the Venue, and supersede any previous terms and conditions, agreement or arrangement between You, Music Plus Sport or the Venue relating to the same. The Conditions cannot be varied or amended in any respect (unless agreed between You, Music Plus Sport or the Venue in writing).

41. You, Music Plus Sport or the Venue agree that it has not entered into the Conditions in reliance of, and shall have no remedy in respect of, any statement, representation, covenant, warranty, undertaking or indemnity by any person other than as expressly set out in the Conditions. Nothing in this clause shall operate to limit or exclude any liability for fraud.

42. The Conditions do not and shall not affect Your statutory rights as a consumer. For further information about your statutory rights contact Citizens Advice, Consumer Direct or the Department for Business Innovation and Skills.

43. If any dispute arises out of the Conditions, Music Plus Sport will attempt to settle it. To this end Music Plus Sport shall use its reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to both parties. Although this does not restrict Your rights to pursue court proceedings, if Music Plus Sport is unable to settle any dispute by negotiation within 21 days, the parties may attempt to settle it by mediation. To initiate a mediation a party must give written notice to the other parties the dispute and requesting a mediation.

44. The Conditions shall be governed by the laws of England and Wales and parties agree to submit to the exclusive jurisdiction of the English courts.