

All Tickets are sold subject to availability and to these terms and conditions set by the Carnegie Theatre Trust ('Venue'). These terms and conditions should be read prior to purchase as purchasing a Ticket constitutes acceptance of these terms and conditions.

1. Tickets & Admittance

1.a. A valid Ticket must be produced by each Customer to gain entrance to an Event. The Ticket must be retained by the Customer whilst in the Venue and be made available for inspection if requested by the Venue staff. Failure to produce a valid Ticket may result in expulsion from the Venue.

1.b. It is the Customer's responsibility to contact the Venue if Tickets are lost, stolen, damaged or destroyed. Duplicate Tickets may be issued at the discretion of the Venue for certain Events, but it is not possible to issue duplicate Tickets for all Events, e.g. where there is a possibility that the licensed capacity of the Venue may be compromised. Additional security steps may be required if duplicates are to be issued.

1.c. It is the Customer's responsibility to check their Tickets. The Venue will make all reasonable endeavours to correct mistakes if brought to their attention prior to the Event for which the Ticket is valid. However, it may not always be possible to rectify mistakes.

1.d. It is the Customer's responsibility to ascertain whether an Event has been cancelled or rescheduled. In such cases the Venue will make all reasonable endeavours to notify Customers of the change, but cannot guarantee all will be informed before the date of the Event.

1.e. It is the Customer's responsibility to assess the suitability of an Event for children where no official age restriction applies.

1.f. Tickets you purchase are for personal use. Except as we may agree, you and your party must not re-sell or transfer (or seek to re-sell or transfer) the tickets in breach of the applicable terms. A breach of this condition will entitle the Venue or the Promoter to cancel the tickets without prior notification, refund, compensation or liability.

1.g. In addition to the ticket price your order may require payment of a transaction fee per order and/or other supplementary fees which may apply to the event. Those fees are not refundable except as set out in paragraphs 1h and 1j below.

1.h. To prevent fraud and protect the Venue and you, we may carry out checks and/or you may be asked to provide additional information (such as a copy of a credit or debit card statement) after your booking so we can verify your purchase. If we suspect fraud we may cancel any order or tickets.

1.i. You must inform the Venue of any change of address, contact phone number or email address, both before and after receipt of the tickets. Our contact details are below. Our preferred method to contact you is email, so you should take care to provide a current, valid email address and be aware that your email filter settings may treat our emails as spam or direct them to your junk folder.

1.j. An order for tickets is not complete until accepted by us. We try to ensure all prices are accurate but errors may occur. If we discover an error in the price of tickets you have ordered we will inform you as soon as possible and we may either cancel the order (in which case you will be refunded the ticket price and any booking, transaction or supplementary fees you have paid) or give you the option of confirming your order at the correct price.

1.k. Whilst we allocate specific seats to you we have the right to change these seats to others of equal value.

1.l. On rare occasions the show or event may be filmed or recorded. Buying a ticket affirms your consent to the filming and sound recording of yourself as a member of the audience. If you have any objection, please contact the Box Office.

2. Conditions of Admission

2.a. The Venue reserves the right to refuse admission to a Customer, or to eject them from the Venue at any point, if in the Venue's reasonable opinion the Customer: is acting in a threatening or aggressive manner; uses threatening, abusive or insulting language; appears to be under the influence of alcohol and/or drugs; may be a risk to the safety of Venue staff, performers or audience members; may detract from the enjoyment of other Customers; fails, when required, to produce proof of identity, age or entitlement to a concession/discount; fails to comply with instructions given by the Venue's staff; or is found to be in breach of these terms and conditions or statutory law. No refunds will be given to Customers who are refused entry or ejected due to their behaviour as suggested in, but not limited to, the examples shown above.

2.b. The Venue will endeavour to admit latecomers at the first suitable opportunity, which may be the interval. For some events late admission cannot be guaranteed. No refund will be made for late admission.

2.c. The Venue reserves the right to refuse re-admission to the Venue. If Customers wish to re-enter the Venue they must check with the Venue staff before they exit.

2.d. The Venue reserves the right to conduct security searches and confiscate any item which, in the reasonable opinion of the Venue staff, may cause danger or disruption to the Event or other Customers, or which the performers or their representatives have specifically requested are prohibited.

2.e. The Venue will make all reasonable efforts to forewarn Customers if stroboscopic lighting may be used in the Event. Customers with known medical conditions who may be susceptible to such lighting effects are recommended to seek further advice.

2.f. Prams, Carriers and vacated wheelchairs will not be permitted in the auditorium due to safety concerns. Although the Venue will make reasonable steps to provide a storage area for those items, this is not always guaranteed.

2.g. Only small or medium handbags are permitted. Large oversized bags, luggage, backpacks and shopping will not be permitted in the theatre and arrangements should be made to store these off the premises as the Venue does not offer any cloakroom facilities to store bags or clothing.

2.h. Wheelchair and Accessible Seating requests should be made directly to the box office well in advance of the show to ensure adequate provisions are made to accommodate the booking. We may request additional information for the booking to help us ensure the booking is as smooth as possible.

2.i. Wheelchair spaces will be held for a reasonable amount of time before being released on general sale. We cannot guarantee provision for Wheelchairs and Accessible Seating close to the date of the show or on the door sales.

3. Ticket Cancellations, Exchanges & Refunds

3.a. Tickets cannot be transferred, exchanged, or refunded once purchased other than for the reasons set out in these terms and conditions.

3.b. Refunds shall only be made to the person who purchased the Tickets and, where possible, by the same method used to purchase the Tickets. When it is not possible to refund via the same payment method the Venue reserves the right to request additional identification or documentation to ensure the money is returned to the correct person.

3.c. In the case of a cancelled Event, Customers will be refunded the face value of the Tickets and any associated booking fees they have paid.

3.d. In the case of a postponed/rescheduled Event, Customers will be offered alternative Tickets of the same value for the new date/time, subject to availability. Where it is not possible to offer Tickets of the same value then alternative Tickets may be offered. Should the Customer not wish to accept these Tickets then a refund can be obtained for the face value of the Tickets and any associated booking fees. To claim a refund the Tickets must be returned to the Venue prior to the rescheduled date. The Venue cannot be held responsible for Tickets which have been lost in transit so Customers are recommended to use a secure form of delivery, the cost of which is non-refundable.

3.e. If an Event is abandoned after commencing Customers will be offered, subject to availability, equivalent value Tickets for an alternative performance of the same production or they will be refunded the face value of the Tickets and any associated booking fees they have paid.

3.f. In rare and unforeseen circumstances the Venue may be required to revoke Customer's Tickets and offer alternative Tickets for the same Event of the equivalent value. If this is not possible, alternative Tickets may be offered and any difference in value credited or debited to the Customer as applicable and with their consent. If the Venue cannot offer Tickets of the equivalent value then the Customer can claim a refund of the face value of the Tickets and any associated booking fees.

3.g. The Venue reserves the right to cancel Tickets which they reasonably suspect to have been booked fraudulently, which exceed any advertised limits on the quantity that a person/household can buy, or which they suspect to have been resold, or attempted to be resold, for financial gain. Any applicable restrictions on the quantity of Tickets that can be purchased will be made clear at the time of booking.

3.h. Refunds for other reasons not set out in these terms and conditions need to be requested in writing and all decisions will be at the discretion of the Venue. Successful requests may carry an administration charge.

3.i. If for any reason you are entitled to a refund, in most cases you must return any tickets you have:

- follow the refund instructions otherwise you may not receive a refund. If these require you to return the tickets, do so promptly and within the timeframe communicated to you.
- tickets should be returned (with copy of the email or letter entitling you to a refund, or a covering note containing your order reference number and contact information) to the specified address by registered post (or an equivalent secure postal method). Please note that the return postage cost is non-refundable.

3.j. At the Venue's discretion, a waiting list may be kept for sold out Events to assist Customers who can no longer attend. The Venue may charge an administration fee for facilitating the transfer of Tickets from one Customer to another.

4. Ticket Prices and Policy

4.a. Ticket prices are subject to change. The Venue reserves the right to change the prices of Tickets and/or introduce discounts/special offers which cannot be retrospectively applied to Tickets already purchased.

4.b. All discounts/special offers are offered subject to availability and therefore Tickets may not be available at all advertised prices at all times.

4.c. Concession/discounted Ticket prices must be applied for at the time of purchase and cannot be applied to Tickets already purchased. Proof of entitlement to a concession/discount may be requested from the Customer at the time of booking and/or when they attend the Event. Failure to produce reasonable proof of entitlement to a concession/discount may invalidate the Ticket and result in refusal of admittance or ejection from the Venue.

4.d. Concessions/discounts are offered individually and cannot be used in conjunction with one another. If a Customer is eligible for multiple concessionary/discounted rates then they will receive the cheapest singularly discounted price, not a cumulatively reduced price.

4.e. It is the venues policy to avoid leaving a single seat for events, except when booking within 48 hours prior to the event when this may be honoured.

4.f. An additional transaction charge will apply to online bookings only.

4.g. A restoration levy is charged per ticket regardless of the method used to purchase tickets.

5. Delivery and Collection

5.a. If Customers have chosen to receive their Tickets by post or by 'Print-at-Home' then it is their responsibility to inform the Venue if the Tickets have not been received prior to the advertised start time of the Event. Where the Venue is not notified of non-receipt of Tickets prior to the commencement of the Event neither duplicate Tickets nor a refund will be offered. 'Print-at-home' tickets need to be printed prior to the event, replacement tickets cannot be issued.

5.b. The Venue reserves the right to post Tickets only to the registered billing address of the card used to purchase them.

5.c. The Venue reserves the right to make Tickets available for collection by the Customer at the Box Office. If this becomes necessary the Venue will make all reasonable endeavours to notify the Customer of the change in advance of the Event and any postage fees paid will be refunded.

5.d. We will try to despatch tickets to you promptly by the despatch method agreed at the time of booking but we may, where reasonable, make tickets available for collection at the box office instead of posting them to you if:

- posting is impractical due to timing or circumstances beyond our control (e.g. strikes); or
- necessary for reasons of identification; or
- your tickets are lost in the post
- we are otherwise unable to post tickets to you for any reason.

You will be notified by phone, email or in writing (using the contact details provided by you) if this becomes necessary.

5.e. For tickets delivered by post, if you have provided an email address you will receive an email confirming despatch of your order.

5.f. When Tickets are being collected at the box office, the Customer may be requested to present the card used to purchase the Tickets as identification. If this is not possible they must contact the box office prior to the day of the Event.

5.g. Always check your tickets upon receipt and advise us promptly of any errors. Mistakes when ordering cannot always be corrected and any corrections are discretionary.

6. Prohibitions & Audience Consent

6.a. The unauthorised resale, or attempted resale, of a Ticket is prohibited. The Venue reserves the right to cancel Tickets which it reasonably suspects as being offered for unauthorised resale. Customers who are unsure if a seller is an authorised agent should contact the Venue for clarification. The Venue accepts no responsibility for the validity of Tickets purchased from unauthorised agents.

6.b. Unless prior written consent is obtained from the Venue, Tickets may not be combined with hospitality, travel, accommodation, merchandise and/or any other product or service to create a Ticket package to sell for commercial gain.

6.c. The use of equipment to record or transmit audio and/or visual material inside the Venue is strictly forbidden. Unauthorised recordings, tapes, films or similar items may be confiscated and destroyed. Any recording made in breach of these conditions shall belong to the Venue and/or Promoter of the Event. Neither the Promoter nor the Venue will be liable for the loss, theft or damage to confiscated items.

6.d. By attending the Event, Customers give their consent to filming, photography and sound recording of themselves as members of the audience. The Venue and/or Event Promoter will own the copyright of such material

and may use such films/photographs/recordings for any purpose, including commercial purposes, without payment or further notification.

6.e. Mobile telephones, messaging equipment and all similar personal electronic equipment must be switched off during the Event. Customers who do not comply and disrupt the enjoyment of the Event for other Customers may be ejected from the Venue without refund.

6.f. Only food and drink purchased on the premises may be consumed within the Venue, unless items are required on proven medical grounds or for babes in arms.

6.g. The use of electronic cigarettes is prohibited throughout the Venue.

7. Gift Vouchers

7.a. Gift vouchers can be redeemed in full or in part to purchase Tickets for participating Events in person or by telephone via the Venue's box office or on the Venue's websites.

7.b. Gift vouchers expire 12 months after the purchase date. Expired vouchers cannot be redeemed or refunded. The expiry date is clearly printed on all vouchers.

7.c. Gift vouchers cannot be exchanged for cash.

8. Liability

8.a. The Venue will not be responsible for any injury or loss, theft or damage of Customer's personal belongings, other than that caused as a result of negligence or other breach of statutory duty.

8.b. Personal arrangements, including but not limited to, travel, accommodation and subsistence relating to the Event are made entirely at the Customer's own risk and the Venue shall not be liable for any losses incurred from these arrangements.

8.c. Nothing in these terms and conditions seeks to exclude any liability of the Venue for death or personal injury caused by its negligence or other type of liability which cannot by law be excluded or limited.

8.d. These terms and conditions are governed by English Law and any disputes which may arise with the Venue are subject to the exclusive jurisdiction of the English Courts.

8.e. The venue reserve the right to make changes, remove or add conditions at any time without notice.

10. Definitions

'Ticket'

means any item, tangible or intangible, which confers the right to attend an Event.

'Customer'

includes both the person who purchased, or intends to purchase, Tickets and those within his or her party who are attending the Event, each of whom must possess a valid Ticket.

'Venue'

means any location where the Event is being held and representatives of this location including but not limited to the management, security, front of house and box office teams.

'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, which may be different to the Venue.

'Print-at-Home'

means the delivery method by which PDF Tickets are emailed to the Customer.

11. Contacting The Venue

FAO. Box Office Manager
Carnegie Theatre & Arts Centre
Finkle Street
Workington
CA14 2BD

E-Mail: boxoffice@carnegietheatre.co.uk

Telephone: 01900 602122