

John Peel Centre for Creative Arts

Terms and Conditions of Use

What to expect from JPC Staff/volunteers when attending the Centre

1. THE JPC IS COMMITTED TO CONTINUOUSLY IMPROVING ITS CUSTOMER SERVICE

We will:

- a) have helpful, courteous and professional staff & volunteers at events and during venue opening hours
- b) deal with your enquiry sensitively and accurately
- c) listen to you and use your feedback to help us improve our services
- d) answer your call or query whenever possible during opening hours from 10:00am to 2.00pm, Monday to Friday (or leave a message and we will endeavour to call you back)

2. FEEDBACK AND COMPLAINTS

We welcome and value your compliments, complaints, comments, and suggestions about our services. When gathering feedback, we want to explore the aspects of our services that customers like or dislike and any comments or suggestions you have on how we might do things differently or better. To give feedback please contact our General Manager at patsy@johnpeelcentre.co.uk

If you experience any problems whilst at the JPC please make them known to the nearest member of staff or volunteer so that we can attempt to resolve them before or during the event. Complaints are difficult to resolve after the event.

General Terms:

- There will be no admission to the event before the designated door opening times. There may be occasions when door times are delayed, and compensation will not be given for this.
- For some specific events, and at the request of the artist, latecomers may not be admitted into the venue until a suitable break in the performance (if any). We will not refund tickets if you miss all or part of an event due to your late arrival.
- JPC customers are responsible for safeguarding their property when at the JPC. The JPC will have no liability for property that is lost, stolen or damaged when at the JPC. All items left with staff or volunteers, or on coat rails whilst at the JPC are left at your own risk.
- All advertised times are approximate and subject to change. It is your responsibility to make appropriate arrangements to ensure that you arrive at the JPC in sufficient time in case the event starts early and to ensure that you can stay until the close of the event, should you wish to if it overruns. If an event does not run to the precise times advertised, refunds will not be payable on tickets and we will not be responsible for the cost of alternative travel arrangements or for any other loss you suffer (including loss of enjoyment).
- As standard floor seating is not tiered, and a refund or compensation will not be offered if your view is restricted because of the floor not being tiered. Compensation will also not be offered if your view is restricted or disturbed by members of the audience particularly if entering/exiting their seat.

- You are required to observe and comply with all rules and regulations displayed on notices and to comply with all instructions given to you by JPC stewards and staff at the event.
- We ask that you leave the JPC quietly in consideration for our neighbours. Any failure to do so may result in you being refused entry to, or permission to purchase tickets to, future events.
- Please check age guidance for specific events
- A loud gig environment is not suitable for very young children and we do not recommend children under 14 years attend these events, if you wish a child under 14yrs. To attend any event which is not advertised as for a child/family audience please inform the JPC. Any child under 16yrs must be accompanied by a parent/carer and is subject to paying full price for a ticket (unless there is a pre-existing child concession for the particular event) Children between 16-18yrs. must have parental consent to attend with a responsible adult (over 18yrs.) and be dropped off and collected by a parent/carer. The JPC staff and volunteers do not undertake chaperone duties or responsibilities for any customers.

Filming, Recording and Photography

- The use of cameras, video and/or sound recording equipment (including via mobile phones) for commercial purposes - i.e. other than for personal use - is prohibited and such items may not be used except with our express written consent.
- CCTV cameras are present at the JPC; this is for the purposes of supporting the safety of visitors, staff, volunteers and venue.
- There may be filming and/or photography of the event by the Organisers and/or associated partners. By purchasing a ticket and/or attending the event you give your express consent to all such filming and to your actual or simulated likeness being included within any: film, photograph, audio and/or audio-visual recording ("Footage"). All rights in such Footage which will be owned by the JPC, the Organiser or the relevant third party.
- You also agree that any such footage/image (with the exception of CCTV or security Footage) may be used by the JPC for any purpose at any time, including for commercial purposes, such as merchandising or DVDs, without payment or compensation to you.

Health & Safety

- In case of emergency please follow instructions and directions from stewards, staff and/or other officials.
- No smoking or vaping is permitted in any part of the JPC premises. Electronic cigarettes may not be used.
- Flashing lights may be used during a performance
- If you have any specific access requirements, please contact us before purchasing tickets, to ensure that we can accommodate your requirements. Accessible seating may not be available unless it is arranged in advance.
- WARNING - prolonged exposure to loud noise may cause damage to your hearing. Disposable earplugs are available free of charge at the JPC - please ask a steward or member of staff if you would like a pair. The JPC accepts no responsibility for potential ear damage.

Food & Beverage

- No (alcoholic) drink may be brought into the JPC unless otherwise notified at our discretion. A variety of beverages and snacks will be available for purchase.

- When purchasing alcohol, if you appear to be under the age of 25, you may be asked for proof of age. We reserve the right to refuse to serve you alcohol if you do not have valid photographic ID.
- We reserve the right to refuse to serve you alcohol if, in our reasonable opinion, we believe that you are intoxicated or likely to become intoxicated if we serve you further alcoholic beverages.

Merchandise & Publicity

- You are not permitted to sell or offer for sale or distribute any items whilst at the JPC, including but not limited to merchandise, tickets, food, beverages, without the express written consent of the JPC.
- You must not distribute promotional or marketing materials nor any leaflets, signage or other materials containing religious or political messaging at events at the JPC. The JPC may display fliers or promotional material only with prior consent.

Cancellation, postponement & alterations

- The JPC or an organiser may make alterations to events which are not material in nature. No refunds will be available in respect of non-material alterations.
- A “material” change is a change to an event which in the reasonable opinion of the JPC or the organiser (hirer), makes the event substantially different to the event which purchasers of the ticket would reasonably expect to attend. Changes to performance times, supporting acts, auditorium layout and the use of understudies in a theatre performance are not considered to be a material change.
- In the event of a cancellation of, postponement of or material change to an event you may be entitled to a refund. If the event is run by an external organiser (hirer) this is at their discretion and not that of the JPC so please check the organiser’s refund policy.
- It is your responsibility to check the JPC website www.johnpeelcentre.com and social media channels for news of any cancellation, postponement, or alteration of the event. Customers are advised that the website cannot always be updated immediately and that circumstances giving rise to cancellation or alterations may arise immediately prior to an event.
- For the purposes of these terms and conditions, “Force Majeure” means any cause beyond the JPC’s or the organiser’s reasonable control, including, without limitation, any act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, royal death, national mourning (including as a result of a royal death), theft of essential equipment, malicious damage, strike, lock out, weather, national defence requirements or acts or regulations of national or local governments. Neither the JPC nor the organiser will be liable to you under these terms and conditions to the extent that any loss or failure is caused by a Force Majeure event.

Ticket Purchasing

- All tickets are sold subject to these Terms and Conditions. Please read these Terms and Conditions carefully prior to purchase and raise any queries.
- Purchase of any ticket constitutes acceptance of these Terms and Conditions on your behalf and on behalf of any persons for whom you have purchased Tickets and you acknowledge and agree that you shall ensure that all persons in your booking are aware of and accept these Terms and Conditions.
- Tickets cannot be cancelled or exchanged after purchase unless the event is cancelled, rescheduled or subject to a material alteration, except where an applicable ticket exchange or resale facility is offered (usually on the occasion of a sell-out event or if an external organiser (hirer) sanction this).

- These Terms and Conditions are subject to change without notice from time to time at our sole discretion. We will notify you of amendments to these terms and conditions by posting them on the JPC website and it is your responsibility to ensure you have read the most current Terms and Conditions before purchasing your tickets.
- Only persons holding a valid ticket/appropriate ticket reference confirmation will be admitted to JPC.
- Please check your tickets upon receipt as mistakes cannot always be rectified after purchase.
- Your ticket may be invalidated if any part of it is removed, altered or defaced. Removing the ticket stub will invalidate the ticket.
- Tickets are not issued on a sale or return basis and cannot be cancelled or exchanged after purchase.
- Ticket price and availability information is subject to change without notice
- Neither the JPC nor any Organiser is liable for any tickets which are lost or stolen.
- Tickets may be restricted to a maximum number per person per credit card or per household. These restrictions will be notified to you before you make your booking. We reserve the right to cancel tickets purchased in excess of this number without prior notice to you of such cancellation.
- If the JPC delays or fails to enforce any of these Terms and Conditions, it shall not mean that it has waived its right to do so.

3. THE RIGHT TO REFUSE ENTRY

In order to ensure the security, safety and comfort of our staff, volunteers and all visitors, we reserve the right at our reasonable discretion to refuse your admission to, or to eject you from, the JPC without compensation or refund.

- i. The JPC reserves the right to prohibit within the venue items which are illegal. Anyone found in possession of illegal goods may also be liable for prosecution.
- ii. The JPC reserves the right to prohibit within the venue the following items:
 - Weapons/Ammunition
 - Items of clothing/jewellery/body art that may be considered to cause offence or incite hatred
 - Explosives/ fireworks
 - Drinks purchased outside of the JPC
 - Any other item which in our reasonable opinion, may cause danger or disruption to any Event or to other visitors (regardless of whether such item is illegal or is carried for specific purposes)
 - Items which artists performing at an event or their management have asked us to prohibit;
- iii. You may be ejected from or not permitted to enter JPC and required to surrender any tickets you hold, without refund, if you refuse:
 - to leave a prohibited item outside the venue
 - to be searched
 - and/or in our reasonable opinion, you or your behaviour, or any item you are carrying might:
 - (a) pose a health and safety risk
 - (b) affect the enjoyment of other visitors
 - (c) affect the running of the event
 - (d) cause damage to or interfere with the property of the JPC or external Organisers/hirers
 - (e) be illegal

- (f) lead to a breach of any licensing conditions applicable at the JPC
- (g) be in breach of any rules and regulations exhibited on notices at the JPC
- iv. You may also be ejected from or not permitted to enter JPC and required to surrender any tickets you hold, without refund, if you:
 - (a) enter any prohibited areas;
 - (b) stand on seats or in walkways;
 - (c) climb on the building structure, stage or speakers;
 - (d) throw any objects or substances onto the stage or into the crowd or at another visitor
 - (e) smoke in the venue (including e-cigarettes).

4. COVID-19

For the purposes of this section ***“COVID-19”** means the global outbreak of the respiratory coronavirus disease known as COVID-19 and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), confirmed as a pandemic by the World Health Organisation on 11 March 2020, and any subsequent waves or derivatives of the same.*

You are required to observe and comply with all laws, regulations, rules and requirements relating to COVID-19 and any risk assessments undertaken by the JPC, including but not limited to wearing of face coverings where applicable. The JPC will communicate COVID-19 measures to customers including via emails, social media channels, the John Peel Centre website, venue signage, and venue staff and volunteers at events.

The JPC reserves the right to alter or remove its COVID-19 Measures (and this section) at any time in response to the latest guidance or legislation from the UK Government or as otherwise deemed necessary.

The JPC reserves the right to eject you or refuse you entry from the JPC if, in our reasonable opinion, you are refusing to comply with any COVID-19 Measures without reasonable grounds.