

# TRADES -CLUB-

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These terms and conditions apply from 1<sup>st</sup> October 2015.

## **Terms and Conditions for the Purchase of Tickets**

### **On-line and In-House and from External Outlets**

*Welcome to the Terms and Conditions for ticket buying from The Trades Club Social Club. Please read the following terms and conditions carefully. By using this site, or buying tickets from us in the club, or from one of our external outlets, you will be deemed to have accepted all relevant terms and conditions.*

### **Summary**

#### **Refunds Policy:**

- We will give refunds on all tickets providing the application for a refund is made and received by us seven days before the day of the gig.
- Refunds will not be given on the door at the gig, though we will do all we can to resell tickets on behalf of customers.
- Applications for refunding of on-line tickets should be made by email to [boxoffice@tradesclub.info](mailto:boxoffice@tradesclub.info).

- Applications for tickets bought in-house should be made in person at the Trades Club Ticket Office.
- Any applicable booking fee is not refundable.
- Refunds on gigs that have been cancelled will be given automatically.
- If a gig is postponed you should contact the club to inform us whether you want to hold your ticket for the new date or request a refund.

### **Buying On-Line tickets.**

When you click through the website to buy tickets you enter into a contract with the club as below. On-line purchases are subject to a 10% booking fee. **We do not issue physical tickets** for on-line purchases. You will receive your transaction number by email via PayPal, and in a separate email from the club. You should retain this information and be able to provide it on the door.

If you do not receive an email confirmation please *check your spam, and double check that you entered your email address correctly*, as almost all the enquiries we take on these grounds are due to these two simple human errors.

### **Buying Tickets from the Club**

You can buy tickets in the club during office hours (11am-6pm). In this case you will be issued with a physical ticket which you should retain as proof of purchase.

### **Members Tickets**

Tickets are offered to members of the Trades Club at a discounted rate. If you buy a members ticket you should be able to produce your membership card on request. Membership forms are available at all times through the club.

### **Age Restrictions**

As a general rule, the Trades Club is an adult environment at night, it is a licensed premises and is open only to over 18's after 8pm. Children (under 18s) must be accompanied by a responsible adult (parent or guardian) at all times.

Standing evening events are open only to over 18s unless otherwise specified and subject to a special licence, seated events are open to under 18s. Whether an event is seated or standing is specified on the club website, the gig guide, and the relevant ticket link.

## **1: Purchase of Tickets through the Website**

Your on-line ticket takes the form of a unique booking reference code, which is generated through website when you go through to pay for your tickets. This code is delivered to you electronically via the email address you have provided. Please keep a record your code and bring it with you to the event.

### **WE DO NOT POST OUT PHYSICAL TICKETS.**

If you do not receive your electronic ticket, please check your spam folder before you contact us. Tickets prices, event times, and whether the event is standing or seated are all clearly stated on the Club Website, and programme information. Ownership of the event and the right to grant entry remains with the Club.

A request by you to purchase tickets using the booking process on this website is made subject to these Terms and Conditions. The offer is made when you click the 'pay' button on the basket page of the website. Acceptance by us of your offer is effective when your credit/debit/PayPal details have been cleared and we have confirmed your order.

### **Making Your Booking:**

To buy tickets you must register and set up an account with us (or log in to an account you have previously set up). Please see our Privacy Policy for further information about how we will use your personal data. You must not use our website or any services available via it if you do not accept this Privacy Policy and our Terms and Conditions.

You must be over 16 yrs old to buy tickets using this website and must also comply with any age restrictions which apply to the event (as set out below).

When you are logged into this website you may choose the tickets you wish to purchase and add them to your basket. Please check your purchase carefully before you confirm and check out by clicking on 'pay'. At this stage an offer has been made by you to buy the tickets selected.

Once you have offered to purchase the tickets, subject to their availability at advertised prices and your credit/debit/PayPal details being cleared we will accept your order and confirm your booking by displaying your unique booking reference code.

When we accept your offer to buy a ticket we will charge your debit/credit/PayPal account with the face value of the ticket plus a booking fee of 10% of the face value. The face value and booking fee will be clearly itemised in your basket before you confirm your purchase and check out. Until your payment is processed and accepted by us the unique booking reference code will not be valid.

WE DO NOT POST OUT ACTUAL PHYSICAL TICKETS (sorry to labour the point – we get a lot of enquiries about this!) You are advised to check your purchase on receipt of confirmation from us. Please keep your unique booking reference code, as you may be refused entry to the event without it.

Tickets booked at the concessionary members' rates must be supported by a valid and current membership of the Trades Club. Members are entitled to one concessionary ticket at the Member's rate. Any members of the party who are not members of The Trades Club, need to be provided with tickets at the full rate.

### **Gaining Admission To The Event**

Your unique booking reference code is issued subject to these Terms and Conditions and we advise that you familiarise yourself with them before attending the event.

As the person making the on-line booking you must attend the event yourself, and must accompany all other persons for whom the booking is made. If you want to reallocate your tickets please contact the Box Office using the email or phone number given on the website, to make arrangements.

Some of the events and ticket types have age restrictions, these are indicated on the website, please familiarise yourself with these before making your booking.

When you arrive at the event you have booked, you should be able to provide your unique booking reference code, your name, your postcode and some identification. Only the person in whose name the booking has been made needs to provide this information; persons in their party arriving with them do not, although each person will have to provide proof of age, membership of the Trades Club, or concessionary status where these are required.

Members of the Trades Club should be able to show their membership cards on entry, to support their concessionary ticket.

#### Email Address And Password

On registering with us, you provide your email address and a password which must be used in order to access certain restricted parts of the website. This is personal to you and is not transferrable.

Your email address and password are the methods used by us to identify you and so are very important. You are responsible for all information posted on the website by anyone using your email address and password and any payments due for services accessed through the website by anyone using your email address and password. Any breach of security of an email address and password should be notified to us immediately.

You may not adapt or circumvent the systems in place in the connection with the website other than through normal operations.

## **2: Purchase of Tickets In House or Through Ticket Outlets**

Tickets may be bought in-house for from various ticket outlets. Details of where tickets can be bought can be found on-line, in the club weekly member's email and are displayed in the club. Physical tickets are issued for these transactions and must be retained and produced to gain entry to the event. These tickets are issued to named persons, and proof of membership will be requested for tickets at members' discounted rates.

## **3: Reallocation of Tickets**

If, as the person making the booking, you wish to reallocate your tickets you should contact the venue via the email or phone, contact details are given on the website or at the foot of these terms and conditions.

## **4: Venue Rules and Regulations**

Tickets are issued subject to the rules of the club, which include strong polices against violent and abusive behaviour and language, and a requirement that patrons accept our socialist values, anti-racist, anti-sexist and anti-homophobic policies. You and all other ticket holders must comply with all relevant statutes, statutes and safety announcements, and venue regulations whilst attending the event.

The following points apply in general, the Club accepts no responsibility for any personal property taken to an event. Pass-outs will be at the discretion of the Club staff. Ticket holders are advised that official merchandise is usually only available inside the venue.

Nothing in these terms and conditions shall be taken to limit or exclude our liability for death, personal injury or fraud caused by the club or its

employees. Subject to the above terms and conditions our maximum liability arising in connection with these terms and conditions and the website shall be £1000 per claim.

## **5: Refunds, Cancellations and Rescheduling of Events**

Purchased tickets can only be refunded at the discretion of the club management. We take a generous view on this, refunding up to seven days before the gig – please contact the club at [boxoffice@tradesclub.info](mailto:boxoffice@tradesclub.info) if you wish to ask for a refund.

Special arrangements are in place under the following circumstances:-

1. An event is cancelled
2. An event is moved to another date and you decide not to attend
3. Details of an event are significantly changed after an order is placed (significant changes being a change of headline act)

The face value of all tickets, however purchased, will be refunded if 1, 2 or 3 apply. Ticket booking fees are not refundable. The Club will contact you as soon as possible by email post or phone as appropriate, using the details you have supplied in your registration or membership if any of these changes apply to any event you have booked. If you do not receive notification because you have not updated the contact details we hold, or because they were not accurate, we cannot be held liable.

If an event is cancelled we will automatically refund the face value of your ticket.

If the event is rescheduled or the details significantly changed and we have informed you of the change, we will offer you the choice of retaining your booking for the rescheduled or changed event, or obtaining a refund of the face value of the ticket.

If you wish to receive a refund you must notify us of your choice as soon as possible and not later than 7 days before the event. Where late notice of the rescheduling or of changes to an event has been given, due to circumstances beyond our control such as illness, we ask you to request a refund as soon as possible, and no later than the scheduled opening time of the event.

If you don't notify us that you want a refund within the reasonable times set out above, when an event has been rescheduled or changed, you will be deemed to have chosen to retain your booking and you will not be entitled to a refund. Likewise if you wish to retain your booking you do not need to take any further action and your booking will be automatically transferred. Under these circumstances you will not be entitled to a refund of the face value of the ticket, the booking fee or any other compensation.

## **6: Transfer of Tickets**

If you wish to transfer your tickets to another person and do not intend to attend the event yourself, you should contact the club by email or phone to make arrangements.

It is not permitted to resell tickets, or to buy tickets other than for yourself and your party. If you attempt to transfer your ticket other than by arrangement with the Club, it will be invalidated and the holder will be refused entry to the event. If you attempt to resell the ticket it will be invalidated and the holder will be refused entry to the event.

If we suspect you are attempting to buy tickets for the purpose of resale, we will invalidate your booking and if you are a member of the club you may be putting your membership in jeopardy.

We reserve the right to cancel ticket bookings which we reasonably suspect to have been made fraudulently.

## **7: Age Restrictions, Concessionary Rates, Right to Admission**



Some events and ticket types have age restrictions and we will take reasonable efforts to ensure these are detailed in the event. As a general rule, the Trades Club is an adult environment at night, it is a licensed premises and is open only to over 18's after 8pm. Children (under 18s) must be accompanied by a responsible adult (parent or guardian) at all times. Standing evening events are open only to over 18s unless otherwise specified. Whether an event is seated or standing is specified on the club website, the gig guide, and the relevant ticket link. Please take care to read the information about the event you are booking and bring proof of age if appropriate.

Members of the Trades Club are offered tickets at concessionary rates. Checks are made to ensure those claiming members' discounts are eligible and hold a valid and current membership of the club. Anyone who has bought tickets at the member's rate and is found to not hold a current membership will be asked to pay the difference on the door, or refused entry.

The right of entry to any event is reserved by the Trades Club. We may take health and safety, environmental and security concerns into account and may carry out security searches. We are unable to offer you a refund if you are refused entry to or ejected from a venue on account of being under age (or appearing to be underage and failing to provide proof of age), declining to be searched, abusive, threatening, drunken or other antisocial behaviour (including smoking in the venue, which is a no-smoking environment by law), carrying weapons or illegal substances, or making unauthorised video or photographic recordings. In the case of events where prompt arrival is required, late arrival may also result in refusal of entry.

Laser pens, mobile phones, animals and the ticket holder's own food or drink are also prohibited in the venue. There is a tradition in the club that dogs are allowed but this is only permissible before 9pm, where the animal is well-behaved and relaxed, depending on the suitability of the occasion, and always at the discretion of the staff.

## **8: Availability of Tickets**

All events and ticket types have limited availability. The Trades Club is a small venue and allows only a restricted number of tickets per purchaser (this varies according to the type of event but is usually four) in order to facilitate fairness in access to tickets. These restrictions are indicated in the event information or during booking. If you order tickets in breach of these restrictions or in excess of the maximum allowed we reserve the right to cancel your order.

Tickets for events may be available through other outlets and box offices as well as in-house. The number of tickets available on our website reflects our remaining on-line allocation, and not the total tickets remaining for the event. Tickets may also be available from other outlets such as Jumbo Records and the club Box Office for example.

## **9: Website Terms**

If you use our website [www.thetradesclub.com](http://www.thetradesclub.com) you agree with us to be bound by the terms and conditions. You are responsible for ensuring that anyone using the website via your log-in details complies with these terms and conditions.

### ***Access to the Website and Content***

We will endeavour to allow uninterrupted access to the website but access to the website may be suspended, restricted or terminated at any time. We reserve the right to change, modify, substitute or remove without notice any information on the website from time to time. We assume no responsibility for the content of any other website to which the website has links.

## ***Intellectual Property***

The copyright, trademarks, and all other intellectual property, rights in the material contained in the website, together with the website design, text and graphics, and their selection and arrangement, and all the software compilations, underlying source code and software (including applets) belong to us or is currently licensed to use, our subsidiaries or the providers of such information. All rights are reserved. None of this material may be reproduced or redistributed without our express permission. You may however download or print a single copy for your own non-commercial off-line viewing.

You shall retain ownership of all copyright in data you submit to the website. You grant us a worldwide, exclusive, royalty-free non-terminable licence to use, copy, distribute, publish and transmit such data in any manner subject to our obligations as set out in our privacy policy.

## ***Exclusions of Liability***

We use make reasonable efforts to ensure that the data on the website is accurate and to correct any errors or omissions as soon as practicable after being notified of them. We do not monitor, verify or endorse information submitted by third parties. We do not guarantee that the website will be fault free and do not accept liability for any errors or omissions.

Due to the nature of electronic transmission of data over the internet, any liability we may have for any losses or claims arising from an inability to access the website, or from any use of the website or reliance on the data transmitted using the website is excluded to the full extent permissible by law. In no event shall we be liable for any indirect loss, consequential loss, loss of profit, data, revenue, business opportunity, anticipated savings, goodwill or reputation arising out of, or in connection with this agreement or use of the website, save where such liability cannot be excluded by law.

We do not give any warranty that the website is free from viruses or anything else which may have a harmful effect on any technology and you should take your own safeguards in this area.

### ***Data Submitted By Users***

We accept no liability for data supplied by any user for display on the website and the limitations in section headed 'Exclusions of Liability' apply.

If you submit data for display on the website you are responsible for ensuring that the data is accurate, complete, up to date and for updating that data where necessary.

If you submit data for display on the website you are responsible for ensuring that no data is uploaded or submitted which is untrue, defamatory, obscene, abusive or otherwise objectionable or in breach of any applicable laws or rights of third parties. You warrant that you have taken all reasonable precautions to ensure that any data you upload or otherwise submit to the website is free from viruses and anything else which may have a contaminating or destructive effect on any part of the website or any other technology.

We reserve the right to remove offending material placed on the website that we consider to constitute a misuse of the website or which is otherwise harmful to other users of the website.

You will indemnify us for any claim or loss (including without limitation, economic loss) suffered by use arising out of your failure to observe any of the terms of the condition headed 'Data Submitted by Users'.

### ***Termination***

We reserve the right to terminate your access to the website and/or your booking immediately and without notice and invalidate your ticket so that you will be refused entry at the venue if you breach any of these terms and conditions.

## **10: General Terms and Conditions Applying to Ticket Purchases**

We may modify the terms and conditions at any time by publishing the modified terms and conditions. Any modifications shall take effect three days after posting. We may modify any of the ticket purchase terms at any time by making available the modified terms each time you make a booking. By using this website or buying tickets in-house or from our other outlets you agree to these terms and conditions at the time of use, you should therefore check these terms and conditions each time you book.

English law governs all of these terms and conditions and each party submits to the exclusive jurisdiction of the English courts.

### **Contact Details**

The Trades Club Social Club

Holme St

Hebden Bridge

HX7 8EE

VAT No: 361762449

01422 845265

[boxoffice@tradesclub.info](mailto:boxoffice@tradesclub.info)