

Outdoor Theatre Terms and Conditions

All persons visiting Oystermouth Castle for the purpose of Outdoor Theatre, are subject to the following Terms and Conditions.

At the Venue

1. All persons attending Outdoor Theatre must hold a valid Ticket that must be retained at all times and submitted for inspection if required by any member of staff. Failure to produce a valid Ticket on request may result in removal from the venue.

2. Where ticket prices vary according to age and performance. The following provisions apply:

A person of 16 years or older is classed as an adult A person aged 3 to 15 years is classed as a child; and For children under 3 years no admission fee will be charged

3. The event takes place on a Greenfield site and the ground may be uneven. Please take care when manoeuvring around the site especially with wheelchairs or children's buggies.

4. Swansea Council reserves the right to refuse ticket holders admission to the venue in reasonable circumstances, which include health and safety, environmental or security concerns, licensing reasons, or where a ticket is void. Swansea Council also reserves the right to request ticket holders to leave the venue at any point on reasonable grounds and may take any appropriate action to enforce this right without refund.

5. Tickets do not entitle the ticket holder to readmission to the ground once the ticket holder has left through the gates.

6. Children under 16 must be accompanied by an adult.

7. Smoke effects, strobe lighting, lasers and loud noises may be used at the event.

8. Smoking is not permitted anywhere within the production area, this includes ecigarettes.

9. Ticket holders are able to attend with their own picnic, this includes alcoholic beverages, picnic blankets, chairs etc. In the interests of safety please do not bring glass items, candles or flaming torches. (In accordance with Licensing Regulations, ticket holders must be over the age of 18 to consume alcohol at the venue)

10. Any person under the influence of drugs or excess alcohol will be refused admittance to the site.

11. The following items are prohibited to the event site: knives, fireworks, BBQ's, explosives, flares, noise makers, dangerous or hazardous substances, illegal substances. Any person in possession of such items will be refused entry to or ejected from the site.

12. Swansea Council reserves the right to make any alteration to the advertised details for the performance.

13. Ticket holders release the organisers (Swansea Council) from any liability for any loss or damage to personal property that may be suffered in relation to the event. Except as required by law, the organisers shall have no liability to ticket holders.

14. Ticket holders consent to being filmed, photographed and recorded and understand that photographs, films or recordings of ticket holders may be broadcast, published, licensed or used in perpetuity (without payment).

15. Ticket holders agree that any images, videos, or sound recordings taken at the Event may only be used for private and domestic purposes and cannot be used for any commercial purposes, whether on the internet or otherwise.

14 Ticket holders may not engage in any activity which the organisers consider to be related to unauthorised marketing or advertising (including, for the avoidance of doubt, individual or group ambush marketing). The Organiser reserves the right to refuse admission to, or eject from, the ground any person who fails to comply with this restriction.

Tickets

1. Tickets may not be sold (including by way of auction) nor advertised for sale. Tickets may not be used for advertising, promotion, fundraising or marketing purposes (including in competitions, contests and sweepstakes). 2. Ticket holders understand that the arrangements for the Event may be affected by circumstances beyond the control of the Organisers, which may result in the delay, postponement or cancellation of the Event without notice. The Organisers shall have no liability to ticket holders in respect of such delay, postponement or cancellation.

3. In the event of cancellation, best efforts will be made to reschedule the Event to an alternative venue. In such circumstances no refunds will be issued in respect of the original date. If it is not possible to reschedule the Event, tickets will be refunded from the source of purchase at their face value. No refunds will be issued in respect of booking fees or postage cost.

Wet Weather Policy for Outdoor Theatre

1. Generally performances will not be prohibited by rain; they will still go ahead as scheduled. However, all ticket holders are advised to make provisions for wet weather.

2. A performance will only be cancelled if in the opinion of the organisers the weather conditions jeopardise health and safety.

In the unlikely event that a performance is cancelled, information will be posted on:

- □ The event website at <u>www.enjoyswanseabay.com</u>
- □ Via Twitter @enjoyswansea @swanseacouncil
- On Facebook www.facebook.com\enjoyswansea

3. All efforts will be made to contact customers who have booked in advance, but it is their responsibility to check the Events Website to confirm the situation. Please note: due to changing weather conditions, cancellations are likely to occur at short notice.

4. Should the event be cancelled prior to its advertised starting time or at any time prior to the half way point, an alternative performance of equal value will be offered. In the unlikely event that the Council is unable to offer an alternative performance the face value of the ticket will be refunded from the point of purchase.

5. Should the Event be cancelled during the second half of the performance no refunds or alternatives will be offered.