# **SCMES Ltd Terms and conditions,**

# **Ticket Sales & Birthday Party Bookings**

# 1.SALE OF TICKETS

- 1.1 Please examine your tickets carefully upon receipt as mistakes cannot be rectified, tickets exchanged, or monies refunded at a later date.
- 1.2 Tickets are none transferrable and can only be used by the original purchaser
- 1.3 Tickets you purchase are for personal use. Tickets shall not be resold at a higher price than face value. SCMES Ltd has the right to cancel tickets that have been resold at a higher price without prior notification and the holder may be refused entry.
- 1.4 SCMES Ltd reserves the right to introduce discounts and special offers at any time, and these cannot be applied to tickets already purchased. Only one discount can apply to any one ticket.
- 1.5 Lost tickets can be reprinted at a cost of £1 per ticket with proof of purchase and email ID.

# 2. CANCELLED/RE-SCHEDULED EVENTS

- 2.1 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, we will use reasonable endeavours to notify you using the details you provided at the time of ordering. We do not guarantee that you will be informed of such cancellation before the date of the event.
- 2.2 It is your responsibility to inform us of any change to the contact address, telephone number or email address you provide us with at the time of ordering.
- 2.3 The management reserves the right to change the programme due to unforeseen circumstances. All ticket holders will be notified of any changes, if practicably possible.
- 2.4 The management reserves the right to change the start and finish times of any event.

# 3. REFUNDS/EXCHANGES

- 3.1 Ticket(s) cannot be exchanged, cancelled, or refunded after purchase unless the event is cancelled or rescheduled (subject to section 2).
- 3.2 Where an event is cancelled or rescheduled by SCMES  $Ltd_7$  Due to circumstances beyond our control such as Government Restrictions being imposed. You will be entitled to claim a refund from us in accordance with this clause.
- 3.3 Where such a refund is sought due to cancellation, rescheduling or a material change to the programme of the event, you shall bring this to our attention as soon as possible upon becoming aware of such material change,

cancellation or where the event has been rescheduled, prior to the rescheduled event. The refund for ticket(s) equals the price paid by you to us for such ticket.

- 3.4 Refunds shall only be made to the person who purchased the tickets and, when possible, be made using the same method as was used to purchase the tickets.
- 3.5 These Terms and Conditions do not and shall not affect your statutory rights as a consumer. For further information about your statutory rights contact Citizens Advice.

#### 4. ADMISSION

- 4.1 The management reserves the right to refuse admission, and to request any ticket holder to leave our premisses at any time. For example, if a ticket holder appears to be under the influence of drink and/or drugs and/or is acting aggressively, carrying offensive weapons or illegal substances, the ticket holder may be refused admission.
- 4.2 The management reserves the right to refuse re-admission to any person not in possession of a ticket or the retained portion of the ticket.
- 4.3 Children aged under 3 years require a ticket. Taking a ride. If your child is a babe in arms then NO, Also NO baby pouches allowed. Usually after the age of one, if the child can sit up unaided in front of you but not on your lap, then YES. they may sit in front of an adult ticket holder's leg's when taking a ride on a train. Should the child become agitated and is affecting the enjoyment of other patrons, the management reserves the right to ask the adult and the child to leave the train.
- 4.4 Children up to 14 years of age shall be accompanied by an adult ticket holder.
- 4.5 Patrons shall not obstruct any driveway or gangway within a venue and shall not affect the enjoyment of the audience and/or the running of the venue/event and/or cause a risk to the safety of other Patrons or our officials.
- 4.6 As your safety is our paramount concern, should you choose to take a ride on one of our trains, you shall remain seated, legs shall be in the footwell, and arms are to be kept in throughout the journey.
- 4.7 All persons in an event shall follow the instructions of any officials of SCMES Ltd. Any persons in breach of this clause may be removed from the premises.

#### 5. BIRTHDAY PARTY BOOKINGS

- 5.1 Cancellation by the person booking the event can be made up to 14 days before the scheduled date and a full refund of any deposit monies paid shall be made. After this time SCMES Ltd reserve the right to retain all or part of the deposit monies paid.
- 5.2 SCMES Ltd reserve the right to cancel and refund purchasers no less than 48 hours (2days) before the scheduled date and time of the event or in the event of extreme and dangerous weather conditions 24 hours before the

event. In this event SCMES will make very endeavour to arrange a suitable alternative date.

# 6. PHOTOGRAPHY & VIDEO RECORDING

- 6.1 Patrons taking audio, video, or photographic recordings of any kind at our site. SCMES Ltd will not be held responsible for content of media you choose to publish on any social site?
- 6.2 Private Birthday Parties will be allowed to take audio, video, or photographic recordings.

## 7. LIABILITY

- 7.1 Personal arrangements including travel, accommodation or hospitality relating to the event that have been arranged by you are at your own risk. Unless otherwise stated in this clause, our and the venue's liability to you in connection with the event (including, but not limited to, in the event of cancellation, rescheduling or material change to the programme of the event) shall be limited to the ticket price paid by you where applicable.
- 7.2 Neither SCMES nor the venue shall be responsible for any loss, injury or damage to any person or property howsoever caused (including by SCMES and/or by event partner(s):
- (a) In any circumstances where there is no breach of a legal duty of care owed by SCMES 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 resulting from SCMES negligence); or
- (c) To the extent that any increase in any loss or damage results from breach by you of any of these Terms and Conditions and/or any terms and conditions of the event partner(s).
- 7.3 Nothing in these Terms and Conditions seeks to exclude or limit SCMES or the event partner(s)' liability for death or personal injury caused by SCMES or the event partner(s)' (as relevant) negligence, fraud or other type of liability which cannot by law be excluded or limited.

#### 8.GENERAL

- 8.1 SCMES Ltd or its agents may carry out film or sound recording in or around our venue. By purchasing tickets, you consent to you and your party being included in any recording, and to its exploitation, without payment.
- 8.2 SCMES Ltd occasionally acts as a box office for external events. These events are not promoted by SCMES Ltd, and we take no responsibility for any aspect of their programme or operation. Any queries should be directed to the promoter concerned.

# 9. DATA PROTECTION

9.1 Once you have booked tickets for a SCMES Ltd event via SCMES website, your name and address shall be held and processed on SCMES box office and marketing databases. From time to time, we shall send you information about similar events and activities using the information you have provided. Should you do not wish to receive any further information, please unsubscribe from any emails where indicated or alternatively contact SCMES Ltd at <a href="mailto:scmes.boxoffice@gmail.com">scmes.boxoffice@gmail.com</a>

## 10. SCMES Ltd CONTACTS DETAILS

M.V.L. Cozens - Club Secretary

Office: Balleny Green, Little Hay Lane, Little Hay, Nr Lichfield, WS140QB

Contact: e: <a href="mailto:scmessec@gmail.com">scmessec@gmail.com</a>