

Venue Tickets and Admission

Sands Heritage Limited (referred to herein collectively as "**Dreamland**", "**we**" or "**us**") sell tickets to events taking place at the Venues (each an "**Event**") either on our own behalf or as an authorised agent on behalf of the promoter or organiser of the Event (the "**Organiser**").

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, certain words have specific meanings, as follows:

"Event" means a music concert, sporting event or other live event taking place at any Venue.

"Organiser" means a person or entity organising an Event, which may be Dreamland and/or may be another person or entity such as a promoter, producer, artist, sporting team or record label.

"Ticket" means a ticket, electronic ticket, wristband or any other device or mechanism which allows the bearer to attend an Event.

"Ticket Agent" means a person authorised by the Organiser(s), to sell Tickets on behalf of the Organiser(s).

"Ticket Terms" means the terms and conditions of Dreamland (and in some case any other Organiser) which are printed on the back of hard copy Tickets or otherwise displayed in relation to Tickets.

"Venue" means at Dreamland the venues operating under the names "Hall by the Sea", "Ballroom", "Roller Disco / Diner", "Scenic Stage", and the areas known as the "Event Space" or "Tivoli Gardens".

"Venue Terms" means these terms and conditions.

"you" / "your" means any person seeking admission to Dreamland and/or to any specific Venue to attend an Event.

2. HOW THIS WORKS

2.1 Dreamland operates The Venues.

2.2 Your admission to and conduct at Dreamland, all Venues and at all Events is governed by these Venue Terms. By purchasing Tickets and/or entering or attempting to enter a Venue, you will be taken to have accepted these Venue Terms and, where a Ticket has been purchased, the Ticket Terms.

2.3 Some Organisers and/or Ticket Agents may have their own terms and conditions, which will apply to you when using your Tickets to attend an Event. These will apply in addition to the Venue Terms and the Ticket Terms. If there is any inconsistency between these Venue Terms and the Ticket Terms, and the terms specified by Organisers and/or Ticket Agents, these Venue Terms and the Ticket Terms will apply in priority to the others. To the extent that there is a conflict between these Venue Terms and the Ticket Terms, the Ticket Terms will take precedence.

2.4 You acknowledge that your general access to the Dreamland site (rather than a Venue) is subject to additional terms and conditions for 'On Park' entry. You can find a copy of these terms and conditions at <https://www.dreamland.co.uk/terms>.

3. AMENDMENTS TO THESE TERMS

3.1 These Venue Terms may be amended from time to time, to reflect changes in the rules of admission, changes in health and safety and/or security procedures, changes to the arrangements in place between

Dreamland and relevant Ticket Agents and/or Organisers, and/or changes in relevant laws and regulatory requirements.

- 3.2 Each visit to a Venue will be subject to the Venue Terms in force at the time of the visit. It is your responsibility to check the Venue Terms before entering Dreamland, so that you are aware of any changes.
- 3.3 Dreamland reserves the right to change its Ticket Terms from time to time, as these may vary on an Event by Event basis. It is your responsibility to check the Ticket Terms for each Event.

4. YOUR TICKET

- 4.1 Your Ticket may be in the form of paper, mobile/bar code, email, wristband or chip technology or such other form that becomes available over time including paperless mechanisms. Tickets cannot be cancelled or exchanged after purchase, other than in accordance with these Venue Terms and the terms of the Ticket Agent from which they are purchased.
- 4.2 Only persons holding a valid Ticket (and in some cases valid ID, pursuant to section 7.1 of these Venue Terms) will be admitted to Events at Dreamland. You must keep your Ticket with you at all times during an Event.
- 4.3 Keep your Tickets safe. Your Ticket may be invalidated if any part of it is removed, altered or defaced. Removing the Ticket stub of a physical Ticket will invalidate the Ticket. Tickets cannot be duplicated if lost or stolen and neither Dreamland nor any Organiser will be liable for any lost or stolen Tickets.
- 4.4 Ownership or possession of a Ticket does not confer any rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the Ticket or used in connection with the Event.

5. TICKET PURCHASE & RESALE

- 5.1 Our authorised primary Ticket Agent is See Tickets (<https://www.seetickets.com/>). The Organiser may also have appointed its own authorised Ticket Agent(s) for the Event. If you are unsure whether a person offering Tickets for sale is an authorised ticket agent, please contact us. Please be aware that auction sites are not authorised ticket agents.
- 5.2 Please only purchase tickets through authorised ticketing sites such as See Tickets. If you have, or suspect, you may have been a victim of fraud when purchasing tickets, please report it to Action Fraud www.actionfraud.police.uk.
- 5.3 We are entitled to seize and/or cancel any Ticket, without notice and without refund or other compensation, which has been resold, attempted to have been resold or which has been purchased other than via an authorised Ticket Agent, ticketing partner or (where applicable) the official ticket resale partner of the relevant Venue, Dreamland or the Organiser. We may also seize and/or cancel without refund any Ticket purchased using (or suspected to be using methods) methods generated by a script, macro, ticket bot or automated devices. Information regarding the purchase of any such Ticket and its holder may be passed on to the relevant authorities.
- 5.4 Neither we nor any Organiser will be required to accept Tickets if we know or have reasonable grounds for believing that the Tickets have been duplicated or purchased from unauthorised agents or other unauthorised sources including, without limitation, ticket touts. We are entitled to refuse entry to any person holding such a Ticket, or to eject them from the Venue and/or the Event.
- 5.5 The number of Tickets purchased may be subject to a cap. Ticket Agents will notify you of this before you make your booking. We reserve the right to request that Ticket Agents cancel any Tickets which we reasonably believe were bought in excess of this cap or were otherwise purchased in breach of these Venue Terms.
- 5.6 Tickets may not be used for promotions, competitions, sweepstakes or for other commercial purposes without the prior written consent of Dreamland and the Organiser.

6. AGE RESTRICTIONS AND YOUNG PERSONS

- 6.1 All children and infants must have a Ticket in order to attend an Event – unless otherwise specified on the Event details page, during the booking process or on the Ticket Terms.
- 6.2 Children under 14 must be accompanied by an adult aged 18 or over for Events:
- (a) taking place at Dreamland, Hall by the Sea, Ballroom, Roller Disco; and
 - (b) where specified in the booking process, in relation to Events in any other Venues (subject to any additional age restrictions that may apply to individual Events or Venues).
- 6.3 Events may be age restricted. It is the responsibility of the purchaser of the Tickets to check before purchasing the Tickets that they and the persons for whom they purchase the Tickets can comply with such age restrictions. If you attend an Event where age restrictions apply, and/or if you are claiming a concession, you must be able to provide photographic proof of identity and age or entitlement, as appropriate. We reserve the right to refuse entry, without refund, to any person who is unable to provide such photographic proof.
- 6.4 It is your responsibility to check the suitability of an Event for any children in your party regardless of official age restrictions. This includes considering the type of audience the Event is likely to attract and whether such an audience is a suitable environment for children in your party. Refunds will not be issued if any aspect of an Event, including the behaviour of other audience members, causes offence to you or any children on whose behalf you have purchased Tickets.
- 6.5 We do not recommend subjecting children to loud music over a sustained period of time. Hearing protection is advised for Events taking place at Dreamland and is advisable for any other Events where loud music is involved. A concert environment is not suitable for very young children.
- 6.6 Except for shows specifically aimed at children, accompanying adults should be confident that children within their party will not cause disruption to other audience members. Any disruption may result in you and your children being removed from Dreamland.

7. ENTRY

- 7.1 For an Event at our Venues you must produce:
- (a) a valid Ticket, with a barcode in good condition;
 - (b) in some cases, if you are the lead booker for a party you must produce valid photographic proof of identity which matches the name displayed on all Tickets held by the party (and all members of a party must enter Dreamland, or the relevant Venue, with the lead booker); and
 - (c) if you have purchased your Ticket with a Dreamland Membership Card, you must produce the valid card and ID which matches the name displayed on your Ticket in order for you and your party to enter Dreamland and the Venues or areas within Dreamland as applicable.
- 7.2 You may be asked to show your Ticket and/or ID for inspection at any time during the Event. Failure to do so may result in you being required to leave the relevant Venue.
- 7.3 Searching is a condition of entry to protect your safety and that of other visitors. We may conduct security searches of clothing, bags and other items, as determined by us in our reasonable discretion, including on entry and exit of our Venues.
- 7.4 Prohibited Items - We reserve the right to prohibit within Dreamland or individual Venues:
- (a) items which are illegal;
 - (b) weapons, ammunition, explosives, horns, whistles, drums, fireworks, flagpoles, large umbrellas or any other item which in our reasonable opinion, may cause danger or disruption to any Event or to other visitors (regardless of whether or not such item is illegal or is carried for specific purposes);
 - (c) religious symbols of faith, where certain conditions for entry (policy available on request and/or as otherwise determined within our discretion), are not met;
 - (d) items which artists performing at an Event or their management have asked us to prohibit;

- (e) items which are otherwise prohibited pursuant to these Venue Terms or the Ticket Terms; or
- (f) large bags or other large items.

Anyone found in possession of illegal or contraband goods may also be liable for prosecution. Dreamland operates a zero-tolerance policy to illegal substances.

Individuals will be permitted to take small bags, no larger than 35cm x 40cm x 19cm, or standard sized handbags in to Hall by the Sea, the Ballroom, Roller Disco and other event spaces.

- 7.5 You are not permitted to bring food and beverages into any Venue except as set out in section 10 below.
- 7.6 You are responsible for safeguarding your property when at Dreamland. We will have no liability for property that is lost, stolen or damaged when at Dreamland. All items left with stewards before entry into a Venue are left at your own risk.
- 7.7 Animals, with the exception of assistance dogs, are not permitted in Dreamland. Customers attending with assistance dogs are requested to contact Dreamland in advance of booking tickets for an Event at a Venue for further information.
- 7.8 You may be ejected from or not permitted to enter Dreamland and required to surrender any Tickets you hold, without refund, if you refuse:
 - (a) to leave a Prohibited Item (see section 7.4) with our stewards;
 - (b) to be searched; and/or
 - (c) in our reasonable opinion, you or your behaviour, or any item you are carrying might:
 - pose a health and safety risk;
 - affect the enjoyment of other visitors;
 - affect the running of the Event;
 - cause damage to or interfere with the property of Dreamland or the Organisers;
 - be in breach of these Venue Terms or the Ticket Terms;
 - be illegal;
 - lead to a breach of any licensing conditions applicable at the Venue; or
 - be in breach of any rules and regulations exhibited on notices at the Venue, such as (without limitation)
 - (d) entering any backstage or prohibited areas;
 - (e) standing on seats or in walkways;
 - (f) climbing on the building structure;
 - (g) throwing any objects or substances onto the stage or into the crowd or at another visitor; or
 - (h) smoking, including e-cigarettes.
- 7.9 In order to ensure the security, safety and comfort of all visitors, we reserve the right at our reasonable discretion to refuse your admission to, or to eject you from, the relevant Venue without compensation or refund.
- 7.11 Should you experience any problems while in Dreamland please contact the nearest steward or security officer so that every reasonable effort can be made to resolve the issue prior to, or during the Event you are attending. Complaints are very difficult to resolve after the Event.
- 7.12 In the event that you believe you have a legitimate complaint that may give rise to a claim against the Organiser, you are required to notify the Organiser in writing of such complaint within 7 days of attending the Event.

8. EVENTS

- 8.1 There is no re-admission once you have left a Venue except in limited circumstances and at our sole discretion. This does not include leaving the immediate Venue to purchase refreshments or use the washroom facilities within the Venue.

- 8.2 In relation to seated Events, other members of the audience may stand up during the Event. This may block your view if you choose to remain seated or if they are taller than you. Refunds and compensation will not be offered if your view is restricted in this way or otherwise disturbed by members of the audience entering/exiting their seat.
- 8.3 Floor seating is not tiered, and a refund or compensation will not be offered if your view is restricted as a result of the floor not being tiered.
- 8.4 All feedback regarding artist performance, running order, times and sight lines must be directed to the Organiser and not the Venue.
- 8.5 There will be no admission to the Event before the designated door opening times.
- 8.6 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.
- 8.7 The use of cameras, video and/or sound recording equipment (including via mobile phones) other than for personal use (i.e. for commercial use) is prohibited and such items may not be used within individual Venues except with our express written consent.
- 8.8 You are required to observe and comply with all rules and regulations shown on notices at Dreamland and individual Venues and to comply with all instructions given to you by Venue stewards and staff at the Event.
- 8.9 All advertised times are approximate and subject to change. It is your responsibility to make appropriate arrangements to ensure that you arrive at the Venue in sufficient time in case the Event starts early and to ensure that you are able to 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).
- 8.10 CCTV and film cameras may be present at and around Dreamland. This includes filming by the police and/or security staff carried out for the purposes of providing the safety of visitors, and filming and/or photography of the Event by the Organisers. We are permitted to use such footage as stated in our Privacy Policy. All rights in any such footage which will be owned by us, the Organiser or the relevant third party.
- 8.11 Your purchasing of a Ticket will allow you access to the Venue. However, access to each designated area within a Venue is subject to capacity constraints and there is no guarantee you will be able to access a specific area within a Venue. The Organiser therefore accepts no liability and will not offer and Ticket refunds if you are unable to access an area within a Venue due to that area being at maximum capacity. You may be required to queue to enter the Venue or an area within a Venue so please arrive early to avoid disappointment.
- 8.12 You must leave the Dreamland 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.

9. HEALTH AND SAFETY

- 9.1 In case of emergency please follow instructions and directions from stewards, staff and/or other officials.
- 9.2 Strobes and lasers may be used as part the performance. Please contact Venue Management if you have any concerns
- 9.3 No smoking is permitted in any part of the undercover venues. Smoking is permitted in delineated sections only. Stewards will be able to direct you to the correct area. Normal statutory rules and regulations apply and should be observed at the Venue. Failure to do so may result in ejection from the Venue.
- 9.4 WARNING – prolonged exposure to loud noise may cause damage to your hearing. Flashing lights may be used during a performance.
- 9.5 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.

10. FOOD AND BEVERAGE

- 10.1 No food or drink may be brought into any Venue (except in limited circumstances on proven medical grounds) unless otherwise notified at our discretion. A variety of food and/or beverages will be available for purchase within our Venues.
- 10.2 Bottle tops may be removed from all bottles purchased from concourse outlets or bars inside the Venues. This is to reduce the risk of them becoming rolling trip hazards or being used as missiles. Occasionally, drinks will be decanted into plastic cups.
- 10.3 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.
- 10.4 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.

11. MERCHANDISE

- 11.1 Official merchandise is only available from specified outlets within Dreamland. Please be wary of unofficial traders offering inferior goods for which we accept no responsibility.
- 11.2 You are not permitted to sell or offer for sale or distribute any items whilst at or in the surroundings of Dreamland including, without limitation, merchandise, Tickets, food, beverages, cigarettes or smoking materials, newspapers or magazines.
- 11.3 You must not bring into Dreamland or display or distribute (whether for free or with a charge) at an Event or Venue any sponsorship, promotional or marketing materials nor any leaflets, signage or other materials containing religious or political messaging

12. CANCELLATION, POSTPONEMENT AND ALTERATIONS

- 12.1 Dreamland 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 Dreamland or the Organiser, makes the Event substantially different to the Event which purchasers of the Ticket would reasonably expect to attend. Changes to performance times, supporting acts and the use of understudies in a theatre performance will not be a material change.

A material change is judged by reference to the nature and billing of each Event. Events which are festivals or themed events are judged by reference to the overall theme rather than the individual act scheduled to appear. This includes Events which have multiple artists and/or where the Event name does not include reference to any specific act. In these cases, no scheduled acts may be considered as headline acts, regardless of their relative fame or prominence in the billing.

- 12.2 In the event of a cancellation of, postponement of or material change to an Event you may be entitled to a refund in accordance with the terms and conditions or refund policy of the authorised Ticket Agent from whom you purchased your Ticket(s) and you must contact the Ticket Agent to request all refunds.
- 12.3 No refunds will be issued directly to you by Dreamland or the Organiser of any Event. Refunds for cash purchases made at any Venue Box Office will be available by cheque only BACS transfer. Ticket Agents may not make a refund if you fail to follow the instructions provided within the timeframes notified in their terms and conditions.
- 12.4 It is your responsibility to check the website for Dreamland /the Event or Ticket Agent for news of any cancellation, postponement or alteration of the Event. Information on such matters will be made available on behalf of the Organiser as soon as reasonably practicable on the Dreamland website at www.dreamland.co.uk and/or physically at Dreamland and/or at the relevant Venue. 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.

13. LIABILITY

THIS SECTION IS IMPORTANT AS IT SETS OUT THE LIMITS OF OUR LIABILITY TO YOU. PLEASE READ IT CAREFULLY

- 13.1 Subject to section 13.2, if we breach our obligations to you under these Venue Terms or if we are negligent and, as a result, you suffer any loss or damage in connection with your visit to Dreamland:
- (a) we will only be liable for your loss or damage up to an amount equal to the face value of the Ticket purchased by you for the Event you are attending (if any); and
 - (b) we will not be liable to you for any losses or expenses incurred in connection with your visit to Dreamland, any Event, or its cancellation postponement or changes. For example, we will not be liable to you for the cost of any personal travel, accommodation or hospitality arrangements made in connection with any Event or visit to Dreamland.
- 13.2 For the purposes of these Venue Terms, “Event Outside Our Reasonable Control” means any cause beyond Dreamland’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 (not including the Organiser’s or Dreamland’s staff), lock out, extreme weather, national defence requirements or acts or regulations of national or local governments. Neither we nor the Organiser will be liable to you under these Venue Terms to the extent that any loss or failure of Dreamland/the organiser is caused by an Event Outside Our Reasonable Control.
- 13.3 Notwithstanding sections 13.1 and 13.2 above, nothing in these Venue Terms shall be construed as excluding or restricting our liability for death and/or personal injury caused by our negligence.

14. GENERAL

- 14.1 To the fullest extent permissible in law, we shall be entitled to assign any and all of our rights and obligations under these Venue Terms, provided that your rights are not adversely affected.
- 14.2 If any provision of these Venue Terms is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended in such a manner as to make the rest of the provision(s) and remainder of these Venue Terms valid and enforceable.
- 14.3 If we delay or fail to enforce any of these Venue Terms it shall not mean that we have waived our right to do so.
- 14.4 All of these Venue Terms are governed by English Law and any disputes arising under them are subject to the exclusive jurisdiction of the Courts of England and Wales.