

Events Night General Terms and Conditions of Entry

1. Definitions and Interpretations

1.1 In these terms, the following definitions apply:

“Venue” means the relevant arena, hall, leisure centre or stadium hosting the applicable event staged by: Fats Gym Promotions Ltd, T/A: "Fats Gym"TM (as defined below);

“Event” means any event promoted by: Fats Gym Promotions Ltd, T/A: "Fats Gym"TM, or their affiliates, agents, subsidiaries, officers, and sub-contractors (together, “Fats Gym”, “We” “Our” or “Us”);

“Organiser or Promoter” means: Fats Gym Promotions Ltd, T/A: "Fats Gym"TM or any person organising an Event in any part of the Venue;

“Person” includes individuals, unincorporated bodies, government entities, companies and corporations;

“Terms” means these terms and conditions;

“Ticket” means a valid ticket to attend an Event;

“Ticket Agent” means a Person approved by: Fats Gym Promotions Ltd, T/A: "Fats Gym"TM to sell tickets for an Event.

2. Application of these Terms and Conditions

2.1 These terms and conditions govern your admission and conduct in the Venue. By entering, or attempting to enter, the Venue, you agree to be bound by these Terms.

2.2 These Terms supersede any previous issued terms and conditions.

2.3 Ticket Agents and/or Organisers may have additional terms and conditions which apply to an Event and to which you agree to be bound. In the event of any inconsistency between the Ticket Agent and/or Organiser’s terms and conditions, and these Terms, these Terms will take priority.

2.4 Fats Gym reserves the right to amend these Terms from time to time at its sole discretion. You are responsible for ensuring you have read and understood any Terms in force at the time of entering or attempting to enter the Venue.

3. Tickets

3.1 Any Ticket Agent is the ticketing services provider engaged by Fats Gym.

3.2 Tickets cannot be exchanged or refunded after purchase other than in accordance with these Terms and the Ticket Agent’s terms.

3.3 If we, or an Organiser, have reasonable grounds to believe that a Ticket has been re-sold or transferred for profit or commercial gain by any Person other than the Ticket Agent, the Organiser or Promoter has the right to refuse to admit the Ticket holder to the Venue or to eject the Ticket holder from the Venue without a refund.

3.4 You must keep your Ticket with you at all times at an Event. Your ticket may be invalidated if any part of it is removed, defaced or altered. Lost or stolen Tickets will not be replaced.

3.5 When purchasing Tickets you may be restricted to a maximum number per person; per credit/ debit card; and/or per household. We and the Ticket Agent reserve the right to cancel any Tickets purchased in excess of this maximum number or otherwise in breach of these Terms without prior notice or refund.

3.6 Tickets may not be used in connection with advertising, promotions, competitions, or sweepstakes unless prior written consent is obtained from Us and the Organiser. Nothing in this clause shall entitle any person to use, display, alter, copy or otherwise deal in any manner whatsoever with Fats Gym’s intellectual property rights.

4. Entry to the Event

- 4.1 We reserve the right, at our absolute discretion, to refuse admission to any person and/or to eject any person from the Venue if it considers that person's behaviour or conduct is causing, or is likely to cause (without limitation), damage; injury; nuisance; or distress to others: without a refund.
- 4.2 You must produce a valid Ticket to gain entry to the Event and upon request for inspection. Failure to produce your Ticket on request may result in you being ejected from the Venue without a refund.
- 4.3 In order to ensure the Venue is a safe environment, we may search you, your clothing, bags or other items or ask to check/re-check that you hold a valid Ticket at any time at our sole discretion. Refusal or failure to co-operate in any search may result in you being refused entry or being ejected from the Venue without refund.
- 4.4 We reserve the right to prohibit certain items within the Venue from time to time. Prohibited items include (without limitation):
 - (a) Food and beverage or containers for storing food or beverage.
 - (b) Professional cameras, recording equipment and computer tablets.
 - (c) Any items which are or may be illegal including, without limitation, weapons, fireworks, ammunition, drugs and other controlled substances.
 - (d) Whistles, drums and other instruments.
 - (e) Large umbrellas or other items which, in our opinion, may cause danger or disruption at an Event.
 - (f) Items which a performing artist, their management or Organiser requests that we prohibit; and
 - (g) Any other items which we believe may cause danger or disruption at an Event (regardless of whether or not they are illegal or carried for a specific purpose).
- 4.5 All prohibited items must be disposed of or surrendered before, or upon, entry to the Venue. Failure to surrender any prohibited items may result in you being refused entry or being ejected from the Venue without refund.
- 4.6 It is your responsibility to keep your personal possessions safe at all times whilst at the Venue. Fats Gym shall be liable for the loss, damage or theft of any items.
- 4.7 With the exception of guide or assistance dogs, no animals are permitted in the Venue. Customers wishing to attend an Event with a guide or assistance dog are requested to contact Us in advance of the Event for assistance.

5. Events and Our Policies

- 5.1 All of Venues operate a strict no smoking policy. It is illegal to smoke anywhere at the Venue and anyone caught smoking will be ejected from the Venue without refund. The use of E-cigarettes is not permitted in the Venue.
- 5.2 All attendees at the Venue consent to being filmed or recorded (images and sound) by Us, or on behalf of Us, or another authorised third party, and consent to their images (or likenesses) being used in any film, recording, photograph or other footage ("Recording") of the Event. All rights in the Recording shall be owned by Us absolutely, or authorised third party. You agree that any Recording may be used by Us, or authorised third party in any media and for any purpose throughout the world, including, without limitation, for promotional materials and activities, merchandise, DVD's or other commercial activities. No payment or compensation for use of your image or likeness shall be payable to you.

- 5.3 By attending the Venue you consent to being filmed or recorded by the police or other security staff for the purpose of safety and monitoring at the Venue.
- 5.4 The use of any cameras, video or sound recording equipment or devices in the Venue without our prior written consent is strictly prohibited. Any recordings made in breach of this clause may be seized or destroyed by us without any compensation or payment to you.
- 5.5 The Event start times, bout running order and/or estimated duration advertised on tickets, promotional literature, websites and/or social media are approximate and subject to change. It is your responsibility to ensure you arrive at the Venue in sufficient time prior to the start of an Event. Failure to arrive on time may result in admission being delayed or refused, without refund. Every effort is made to admit latecomers in a suitable break at the Event, however, admission cannot be guaranteed in those circumstances, and is at the discretion of the Promoter.
- 5.6 There is no re-admission once you have left the Venue except with the consent of the Promoter at their absolute discretion. This does not include leaving the seating or performance areas to use the Venue WC's or other facilities, or to purchase food and beverages or merchandise at the Venue.
- 5.7 If your ticket specifies a seat number, it will only entitle you to a seat of a value corresponding to that stated on your Ticket. We reserve the right to provide an alternative seat to the one specified on your Ticket if it is not possible or desirable (due to operational or other reasons, and at our sole discretion) to allow you to occupy the seat specified on your Ticket. In the case of a designated seat Ticket, you are permitted to stand or dance within the designated seat space.
- 5.8 Other members of the audience may stand or dance in front of you and restrict your view. At times, your view may also be obstructed by a camera operator and or camera equipment. No refunds will be offered in the event your view is restricted in those circumstances.
- 5.9 Be aware that strobe, laser, flashing or other lighting effects may be used during an Event.
- 5.10 Please be aware that prolonged exposure to loud noise may cause damage to your hearing. We strongly advise that children attending Events wear suitable hearing protection. It is your responsibility to determine the most appropriate hearing protection for you and any children who are attending an Event with you.
- 5.11 Events may be age restricted and it is the responsibility of the accompanying adult to determine the suitability of the Event for any children attending. No refunds will be offered in circumstances where the accompanying adult decides, following the purchase of a Ticket, that the Event will not be suitable for any children for whom Tickets were purchased. No refunds will be offered in circumstances where the content of the Event, or the behaviour of other customers, causes offence to children or the accompanying adult.

6. Food and Beverage

- 6.1 A variety of food and beverages are available at the Venue. Only food and beverages purchased at the Venue may be consumed on the premises.
- 6.2 6.2 When purchasing alcohol, you may be asked for proof of age.
- 6.3 We reserve the right to refuse to serve you alcohol if we consider that you are intoxicated or likely to become intoxicated if we serve you.

7. Official Merchandise

- 7.1 Customers should be aware that official merchandise is only usually available for sale within

the Venue.

- 7.2 Customers are prohibited from selling or offering for sale, any items within the Venue. This prohibition includes, without limitation, merchandise, tickets, food or beverages, cigarettes, e-cigarettes, or any other prohibited items.
- 7.3 Customers are prohibited from displaying, promoting, or distributing, any advertising or promotional materials or messages, or any other materials containing religious, political, or other messages liable to cause offence.

8. Cancellation or Postponement of the Event

- 8.1 Fats Gym may make changes to the Event. Provided that the change is not material (for example, it is a change to the performance date or main event), no refunds of tickets will be available.
- 8.2 8.2 We reserve the right to alter or vary the scheduled or advertised Event in the event of an unforeseen circumstance or the occurrence of any event or circumstance beyond its control (a "*Force Majeure Event*"). Fats Gym shall not be liable for any damages, loss, or disappointment arising from any alterations or changes made.
- 8.3 Policies set forth by the Event's Partners, prohibit us from issuing exchanges or refunds after a purchase has been made, or for lost, stolen, damaged, or destroyed tickets.
- 8.4 Tickets cannot be exchanged or refunded after purchase unless the performance is cancelled. If the ticket holder is unable to attend the rescheduled event a full refund will be offered excluding delivery fees. Alternatively, if the Event is cancelled, postponed, or materially altered, you may be entitled to a refund of your Ticket from the ticket agent you purchased the Tickets from. Please see the ticket agent's terms and conditions for more information. Note that any booking, service, or administration fees charged by Us are non-refundable.
- 8.5 Full refunds for tickets purchased before the date of the original event will be given up to the face value of the tickets purchased plus the relevant per-ticket convenience fee excluding delivery fees. All the refunds of any transaction's amount against any purchase through this website would be refunded to the original mode of payment.
- 8.6 Event Partners have the right to alter or vary the program due to events or circumstances beyond their reasonable control without being obliged to refund monies or exchange tickets. It is the customer's responsibility to comply with the latest refund date and other instructions as defined by the Event Partners.
- 8.7 If an Event is postponed and re-scheduled, your original Ticket will entitle you to attend the postponed and re-scheduled Event. It is your responsibility to check the date and time of any postponed or re-scheduled Event.

9. Limit of Liability

- 9.1 If you suffer loss and damage as a direct result of Our negligence, Our liability to you will be limited to an amount equal to the face value of the Ticket purchased by you for the Event. Under no circumstances will our liability extend to costs or losses incurred in connection with the Event, (including cancellation, postponement or rescheduling of an Event); travel, accommodation or hospitality arrangements; loss of enjoyment or disappointment. Such expenditures are undertaken solely at the risk of the customer.
- 9.2 Fats Gym shall have no liability to you in the event the above loss or damage is caused by a "*Force Majeure Event*", the Venue's, Promoter's or the Organiser's control including (without limitation) any act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire,

flood, explosion, extreme weather conditions, medical emergency, theft of essential equipment, strike, lock out, malicious damage, or acts or regulations of national governments.

- 9.3 Nothing in these Terms excludes or purports to exclude, our liability for death or personal injury caused by our negligence, nor from any other form of liability which cannot be excluded or limited in law.

10. General

- 10.1 If any part of these Terms are found by a Court, tribunal, or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Terms and the remaining provisions of the Terms will otherwise remain in full force.
- 10.2 No act, delay, or omission by Fats Gym in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
- 10.3 Fats Gym shall be entitled to assign any of its rights or obligations under these Terms.
- 10.4 These Terms will be governed by the law of England and Wales. Disputes will be submitted to the exclusive jurisdiction of the Courts of England and Wales.