TESTBED TERMS AND CONDITIONS OF ENTRY

1. INTRODUCTION

1.1 These Terms and Conditions of Entry **(the Terms)** are legally binding and contain the agreement between all attendees **(guest(s)/you/your)** of TESTBED, Butterley Street, Leeds, LS10 1ES **(the Venue)**, including all events held at the Venue **(Events)**. The Venue is operated by Wunderdog Venues Limited (company number 16878532), with registered address at Walworth Town Hall, 151 Walworth Road, London, England, SE17 1RS **(Venue Operator/we/us/our)**.

1.2 Please read these Terms carefully as all general entry to the Venue is permitted subject to these Terms, and they are deemed accepted by you (on your behalf and, in the case of a minor, on behalf of any minor whom you are bringing to the Venue) upon entry to the Venue. Where you are entering the Venue for a ticketed Event, these Terms should be read in conjunction with the terms and conditions of the authorised ticket agent and/or the Promoter (as defined below) from which you purchased your Ticket, which can be found on the ticket agent's and/or Promoter's website. If these Terms are inconsistent with the terms of the ticket agent and/or Promoter, these Terms will take priority.

1.3 Where any Event(s) being held are "private" and/or are "closed" events, these Terms shall be varied as mutually agreed with the hirer.

1.4 We reserve the right to vary these Terms from time to time without notice and at our sole discretion. Updates will be published on the Venue website and the date at the top of these Terms will be updated to reflect the date of the latest amendments.

1.5 Any directives or statements printed on the Ticket or posted or announced at the Venue, also form part of these Terms.

1.6 In the instance of a breach of any of the Terms, we reserve the right to eject the offender(s) and, where money has been paid for entry, retain all monies paid.

1.7 As used herein:

1.7.1 **External Promoter** means a third party who hires the Venue to operate a publicly attended event, whether ticketed or not;

1.7.2 **Promoter means** either an **External Promoter** or the Venue Operator acting in its capacity as Promoter for Events it promotes at the Venue; and

1.7.3 **Ticket means** a paper, mobile/bar code, email, wristband or such other form of proof of entry as becomes available on the market from time to time which grants you entry to the Venue, and as validly sold by us, an authorised ticket agent or a Promoter.

2. AGE POLICY

2.1 Promoter may operate some Event(s) as 18+ (or, where applicable, 21+) only. You shall be permitted entry to these Event(s) only with a valid Ticket for entry and if you can prove you are of age. If there are any age restrictions, these will be made known to you on the Event(s) or the Venue's official webpage and/or upon Ticket purchase.

2.2 We only accept the following forms of ID: Valid Photo Driving Licence, Valid Provisional Photo Driving Licence, Valid Passport, Valid PASS card from the National Proof of Age Standards Scheme (this is the best form of ID to bring if you don't want to bring a valuable document). More information on how to obtain your PASS card can be found here. ID must be original. No copies or photos will be accepted. We reserve the right to refuse admission to the Venue and/or any Event(s) if, in our opinion (including that of any third parties instructed by us) there is any doubt that you are under the applicable entry age requirement. In such instance, you will not be entitled to a refund for any entry monies which you may have paid nor any Ticket which you have purchased for entry and your Ticket will be invalidated.

2.3 We operate a strict Challenge 25 policy across all bars at the Venue and valid ID is required to buy and drink alcohol.

2.4 Anyone under the age of 18 and/or anyone caught buying alcohol for someone under the age of 18 will be ejected (together with, at our discretion, anyone in the same party) from the Venue without any refund.

2.5 The Venue Operator reserves the right to eject any attendee from the Venue if their continued presence causes, or could cause, the Venue Operator to be in breach of their trading restriction or licence.

3. TICKET PURCHASE

3.1 Any Ticket purchased from an authorised ticket agent will be subject to that ticket agent's terms and conditions, which you accept when purchasing a Ticket. You should read those terms and conditions carefully. Should you have a query relating to your Ticket purchase, you should first contact the authorised ticket agent from which you purchased your Ticket.

3.2 Where entry is subject to a Ticket, only guests holding a valid Ticket will be admitted to the Venue or the Event(s). You must keep your Ticket on you at all times during attendance at the Venue or the Event(s). If you are using a mobile Ticket, it is your responsibility to ensure you have a sufficiently powered mobile device enabling you to show your Ticket for the entire duration of your attendance at the Venue or the Event(s).

3.3 Any Ticket which has been purchased is not exchangeable, refundable or transferable unless otherwise stated at the point of purchase.

3.4 Any attempt to exchange or transfer your Ticket in breach of this section shall result in your Ticket (and the Ticket of anyone in your party) being void (resulting in the Ticket not being valid for entry, and, if already entered, ejection from the Venue or Event(s)) without refund.

3.5 Tickets, wristbands and/or other forms of rights to attend the Venue or any Event(s) are personal, revocable licences granted by us to each attendee or Ticket holder and shall at all times remain our property or the property of the Promoter. For security purposes, we reserve the right to recall any accreditation or other rights to attend the Venue or any Event(s) at any time.

3.6 Where applicable, you are prohibited from using your Ticket as part of any promotion, competition, advertisement or give away, or as part of any product or service package, or for commercial gain, without our express written permission or the permission of the Promoter. Any attempt to do so will result in your Ticket (and the Ticket of anyone in your party) being void (resulting in the Ticket not being valid for entry, and, if already entered, ejection from the Venue or the Event(s)) without refund.

3.7 Where applicable, we are not liable for any lost, stolen or defaced Ticket or wristbands. If you lose or damage your Ticket or wristband, you will not be able to enter the Venue or Event(s). All Ticket and/or wristbands will be checked when entering the Venue or Event(s).

3.8 Ticket and/or Venue entry price and availability may be subject to change without notice prior to purchase at the discretion of the Promoter.

3.9 Where applicable, your Ticket may be invalidated without refund if any part of it is removed, defaced, altered or damaged, whether accidental or not. It is your responsibility to keep your Ticket safe and in its original condition.

3.10 Where applicable, upon purchase of a Ticket, please check your Ticket carefully as mistakes cannot always be rectified after purchase. Should you realise you have made a mistake during the purchase process, please contact your point of purchase as soon as you realise for assistance. Response to requests for assistance during or immediately prior to an Event(s) or your attendance at the Venue may not be available.

3.11 No Ticket issued is done so on a sale or return basis and refunds will not be made on any returned Ticket unless provided for under these Terms or otherwise authorised by the Promoter.

3.12 Where applicable, 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.

3.13 Where applicable, Ticket sales may be restricted to a maximum number per household or per credit card. These restrictions will be notified to you during the Ticket booking process. We reserve the right to cancel any Ticket purchased in excess of this number without prior notice of such cancellation.

3.14 Where applicable, if your Ticket is purchased or issued through a membership or schemes such as student memberships, NHS or Blue Light Card memberships, tickets for good, etc, you may be asked to produce valid ID to prove that you hold such memberships and are entitled to the Ticket under any terms under which it was issued.

4. UNAUTHORISED TICKET AGENTS & TOUTING

4.1 Please buy any Ticket through us, the Promoter, or our or the Promoter's authorised ticket agents only, and not from touts or unauthorised sources. If we become aware that you have bought a Ticket anywhere other than from us, the Promoter, or an official authorised outlet, you may not be granted access to the Venue or Event(s) nor will you be entitled to a refund. We may not be able to help you (for example in respect of refunds or access requirements) if you have bought a Ticket from an unauthorised source because no official purchase history may exist for the Ticket.

4.2 Any Ticket bought from unauthorised agents are not valid and admission will not be granted to the Venue or the Event(s) if you attempt to use any Ticket bought from unauthorised agents. To be as safe as you can and to avoid obtaining an unauthorised Ticket, follow these simple guidelines (which are not intended to be an exhaustive list):

4.2.1 do not buy from an unofficial Ticket agent. Our official Ticket agent is See Tickets. We may also sell any Ticket directly at the Venue or via our website for corporate or group bookings. The official Ticket agent of a Promoter may vary. If you are in doubt as to whether or not a Ticket agent is authorised, please contact us or the Promoter in advance of the Ticket purchase. For more information on authorised Ticket agents for any Event(s) hosted by us, please visit our or the Promoter's website or the official Event(s) page;

4.2.2 read all terms and conditions provided by us and/or the official Ticket agents and/or the Promoter before purchase;

4.2.3 if there is no Ticket available, do not be tempted to buy from unofficial Ticket agents, instead, contact us or the Promoter for availability and guidance;

4.2.4 do not buy or exchange any Ticket through internet auction sites or social networking sites such as Facebook, Instagram or X (formerly Twitter);

4.2.5 if you live in the UK do not buy from a website with an overseas office address, or with no registered address shown; and

4.2.6 do not buy from another individual or tout, either in advance of, or outside, the Venue.

4.3 If you do encounter problems with a Ticket order please contact your credit card issuer as soon as possible.

4.4 Where applicable, any Ticket obtained in breach of these Terms shall be null and void and we may refuse admission to, or eject you from, the Venue or Event(s). Any person seeking to use a void Ticket in order to gain or provide entry to the Venue or Event(s) will be considered to be a trespasser and will be ejected without refund and liable to legal action. Any void Ticket will be non-refundable.

5. GROUPS

5.1 The guest making the booking, when booking on behalf of other people, is responsible for circulating these Terms to their party and making sure that they have read and understood them.

6. ENTRY AND EXIT

6.1 For your safety and the safety of other guests, once you have entered the Venue or the Event(s) for any ticketed Event(s), unless otherwise stated, there will be no re-entry allowed.

6.2 We reserve the right to search all guests and guest's property and refuse admission to, or eject from the Venue or the Event(s), any person who refuses to be searched. Refusal to consent to such searches will result in the non-consenting attendee or Ticket holder being denied entry (resulting in the Ticket not being valid for entry, and, if already entered, ejection from the Venue or the Event(s)) without refund.

6.3 There will be no admission to the Venue or the Event(s) before the designated opening times or after the last entry time. You should check opening times and last entry times on our or the Promoter's website or the official Event(s) page or contact us if you are not sure. Where applicable, there will be no refunds for denied entry before opening times or after last entry times.

6.4 In addition to these Terms, we reserve the right to refuse you entry to and/or eject you from the Venue or any Event(s). In particular but without limitation you may be refused admission to or removed from the Venue or any Event(s) for any of the following reasons: for health and safety or licensing reasons; if you behave in a manner which has or is likely to affect the enjoyment of other persons at the Venue or Event(s); if you use threatening, abusive or insulting words or mannerisms; if, in ours or the Promoter's reasonable opinion, you are acting under the undue influence of alcohol or drugs; if you fail, when required, to produce proof of identity or age; if you refuse to comply with the security searches; if you breach the Promoter's terms; if you breach these Terms; and/or if your Ticket is void.

6.5 No refunds will be offered to guests who are refused entry or ejected from the Venue or Event(s) at our discretion.

6.6 If you are refused entry to the Venue or Event(s), or have been previously ejected, you may not purchase another Ticket or otherwise gain entry to the Venue or Event(s) unless otherwise agreed by us in advance.

6.7 Failure to produce the appropriate receipt/Ticket or pass, when so requested, may result in ejection from the Venue or the Event(s), without later claim or compensation.

6.8 For ticketed Events, there are no pass-outs and no re-admission after first entry to the Venue or the Event(s) for any Ticket holders unless otherwise authorised by us at our absolute discretion.

6.9 If you are entering the Venue or the Event(s) as a guest (including guestlist and other situations where you are entering the Venue or the Event(s) via accreditation but have not purchased a Ticket, e.g. competition winner or complimentary entry), you might be asked to show ID to prove that you are the named guest and you must arrive with your entire party to ensure that all members of your party are accredited to the Venue or the Event(s). We reserve the right to refuse entry to any member of a guest party who does not arrive at the same time as the named guest. You should ensure that information submitted to us or a relevant Promoter for guest or accredited entry is accurate. Should you need to change any information submitted to us or a relevant Promoter relating to guest entry, you should do this as soon as possible. We cannot guarantee that guest information can be changed once submitted and entry information has been provided. If entering the Venue or the Event(s) as a guest, you will be required to follow any instructions provided by us relating to entry.

7. PROHIBITED ITEMS & UNACCEPTABLE BEHAVIOUR

7.1 Prohibited items or any items that we or third parties acting on our behalf (such as security) or acting on behalf of a relevant Promoter deem to be either; a risk to the safety, security or enjoyment of others; unsuitable to be taken into the Venue or to the Event(s); or, may be used in an illegal or offensive manner (regardless of whether or not the item itself is illegal), are not permitted to be taken into the Venue or the Event(s). In certain circumstances, entirely at our discretion, we or the relevant **External Promoter** may allow you to dispose of such items in order that you may be admitted to the Venue or the Event(s). In such circumstances, the items will be disposed of in any manner we or the relevant Promoter thinks appropriate and you will not be entitled to recover such item at a later time.

7.2 Attendees or Ticket holders may be ejected if found in possession of prohibited items at the Venue or the Event(s). Prohibited items include but are not limited to:

7.2.1 Food and Drink - No outside food or drink (unless authorised by us, or the relevant Promoter for specific medical purposes);

7.2.2 Drugs/Controlled/Psychoactive Substances – illegal drugs, Nitrous Oxide, 'Legal Highs' or any associated paraphernalia;

7.2.3 Weapons or replica weapons (or anything that could be considered a weapon in our opinion or that of our security providers);

7.2.4 Animals (unless authorised by us for accessibility purposes);

7.2.5 Bicycles, roller-skates, skateboards, scooters, personal motorised or non-motorised vehicles, except for wheelchairs or mobility aids;

7.2.6 Items considered to be dangerous or inappropriate in a venue environment include, but are not limited to: glass in any form, spray cans, gas canisters or compressed gas in any container, fireworks, flares, candles, pyrotechnics, smoke canisters, Chinese lanterns, confetti, balloons, explosives, firearms, knives or blades, replica weapons of any sort, large golf umbrellas (if brought into the internal areas of the venue), stools, sports equipment, megaphones, amplification equipment, speakers, klaxons, airhorns, laser devices, remote-controlled drones, hi-visibility tabards or similar; flag poles, illegal or banned flags, or items displaying illegal or banned flags; symbols, flags, or garments that would reasonably suggest affiliation with a proscribed organisation as defined under UK law, or that have images of illegal or banned flags; or flags or any item containing wording or content that could reasonably be interpreted as:

• offensive, threatening, abusive, or inciting violence or disorder;
• endorsing, supporting, or promoting a proscribed organisation or cause;
• bringing the event, venue, or its organisers into disrepute
• messaging that implicitly or explicitly attributes collective blame or responsibility to individuals on the basis of nationality, ethnicity, or perceived political affiliation.

7.2.7 Any other items which we or our security providers reasonably consider could pose a threat to the health and safety or enjoyment of any other guests; and

7.2.8 All items listed as prohibited on our or the Promoter's or the specific Event(s) websites, on social media or other method of communication prior to or at the Event(s).

7.3 Moshing, crowd surfing, 'wall of death', climbing on Event(s) or Venue structures and anti-social behaviour of any sort is not permitted within the Venue or at any Event(s) and taking part in this activity may result in ejection from the Venue

8. SMOKING

8.1 In accordance with Smoke-Free Regulations, smoking (including e-cigarettes /vaping) is only permitted in the designated smoking area inside the Venue. Signage will be available at the Venue to direct you to designated smoking areas. Normal statutory rules and regulations apply and should be observed at the Venue and the Event(s) and failure to do so may result in ejection from the Venue or the Event(s) without a refund.

8.2 You will be responsible for the costs of any damage caused by your smoking and for any fines which may be charged to us or to you as a result of you smoking outside of any designated smoking area.

9. NUISANCE

9.1 You must be respectful of all other Venue guests and those individuals otherwise at the Venue and our neighbouring residents at all times. Any anti-social behaviour of any sort is not permitted and shall not be tolerated.

9.2 Guests who in our reasonable opinion are causing nuisance may be asked to leave the Venue and the vicinity of the Venue immediately and will not be offered a refund.

10. FILMING, PHOTOGRAPHY & CCTV

10.1 Unauthorised photography, video, audio recording and transmission of any Event(s) and at the Venue generally, including the performers and their performance at the Venue, for professional purposes or financial or commercial gain is strictly forbidden.

10.2 Professional audio and imaging equipment and drones are not permitted to be brought to the Venue or within the vicinity of the Venue.

10.3 Guests attending the Venue consent to being photographed, filmed and sound recorded as an audience without payment, and to their image being exploited in any and all media for any purpose at any time throughout the world by (us or our licensees) who shall own the copyright in all such recordings. All personal data will be processed in accordance with our Privacy Policy.

10.4 CCTV will be in operation throughout the Venue. Images are recorded for the prevention of crime and disorder and for any other reasons as confirmed by the Venue Operator. If requested, images will be passed directly to the Police by the Venue Operator.

11. TRADING & COMMERCIAL ACTIVITY

11.1 Only those specifically authorised by us to undertake trading, marketing or commercial activity at the Venue may do so. You shall not bring into the Venue or display or distribute (whether for free or not) at the Venue any sponsorship, promotional or marketing materials.

12. EXTERNALLY PROMOTED EVENT(S)

12.1 We are not responsible for the Event(s) taking place at the Venue which are run by any Promoter.

12.2 You are expected to comply with all rules, regulations and procedures set by any such Promoter. It is your responsibility to check the relevant Promoter terms and conditions of entry and ensure compliance with those in relation to such Event(s). We are not responsible for these terms and conditions. A Promoter may include terms such as the following (which are an example only, are not exhaustive, and might not apply to all such Event(s)):

12.2.1 reserve the right to eject you from certain areas of the Venue where the Event(s) are taking place in certain instances;

12.2.2 reserve the right to conduct searches and have their own security policies in relation to such Event(s);

12.2.3 confiscate prohibited items;

12.2.4 restrict you from taking photos or videos, including using professional equipment (including go-pros and drones) and using your phone or non-professional recording equipment (this may include measures such as covering your phone camera with a sticker, deleting any unauthorised photos and recordings and/or confiscation);

12.2.5 have their own cloak room and lost property policies;

12.2.6 have their own entry requirements and reserve the right to refuse entry to certain areas of the Venue where the Event(s) are taking place in certain instances;

12.2.7 have their own zero tolerance to drugs policy;

12.2.8 have their own restrictions on things such as: illegal substances (including new psychoactive substances (commonly known as 'legal highs') and/or other drugs considered to be unsafe); animals; food or any form of liquid (including drinks and perfume); chewing gum; bottles; weapons; ammunition; horns; whistles; drums, megaphones, amplification equipment, klaxons, air horns; fireworks, flares, smoke canisters, explosives, firearms, knives, blades, or any other article which may be used as a weapon or missile, or which may cause danger or disruption to visitors at the Venue or the Event(s) (regardless of whether or not such item is illegal or is carried for specific purposes); large bags; throwing items; climbing or standing upon fences, barriers, walls, safety fences, arrangements, structures, exhibits or buildings or similar; hi-visibility tabards or similar; marker pens, spray paint or any other similar items that may be used to mark infrastructure;

12.2.9 have capacity limits in certain areas of the Venue where the Event(s) are taking place;

12.2.10 have their own dress code;

12.2.11 have their own privacy policies and complaints procedures; and

12.2.12 include terms such as any Event(s) guests consent to being photographed and recorded.

12.3 We shall not be liable to you in the event that you are refused entry to or ejected from any Event(s) by any such Promoter and you shall not be entitled to a Ticket refund in such instance.

12.4 We are not liable to you for any property or equipment that the Venue or any Promoter (or anyone acting on its behalf) confiscates, loses, damages or destroys.

13. FURTHER INFORMATION

13.1 Use of the Venue and access to any Event(s) are subject to licence.

13.2 We operate a cashless Venue.

13.3 We may operate a cloakroom or make available lockers at the Venue. However, we do not guarantee the operation of a cloakroom or the availability of any lockers. All personal property left at the cloakroom or in lockers will be done so at the owner's risk. Our liability in respect of any loss, theft, or damage shall be limited as per section 20.4.

13.4 You must comply with any and all instructions given to you by us, any Promoter and/or stewards and/or staff at the Venue or at any Event(s).

13.5 Whilst every effort is made to ensure that the full, advertised billed performances take place, we (and where applicable, any relevant Promoter) reserve the right to change the published bill and/or running times without notification.

13.6 Any published start/entry and finish times of any Event(s) or a performance at any Event(s) are estimates only and are subject to change. The Venue shall not be liable for any change of a published start/entry or finish time. It is your responsibility to make appropriate arrangements to ensure that you arrive at the Venue in sufficient time (taking into account time required for queuing and searching to enter the Venue or any Event(s)) in case the Event(s) or the performance you wish to see starts earlier than the published time or otherwise to ensure you are able to stay until the close of any Event(s) or performance should you wish to if it overruns. We will not be responsible for making any refunds or meeting the costs of any alternative travel arrangements or for any loss of enjoyment or other indirect loss as a result of any Event(s) not running to the precise advertised times or for your late arrival at the Venue for any Event(s).

13.7 We reserve the right to implement any restrictions/conditions deemed necessary to any areas of the Venue, and/or before and during any Event(s) to ensure the safe management of the Venue and/or the Event(s). This may include, but will not be limited to: imposing conditions on entry and exit times and/or location; imposing restrictions on alcohol consumption in certain areas of the Venue; imposing restrictions on bag sizes; and/or imposing restrictions on certain apparel (i.e. sports team branded attire or fancy dress). If we do choose to impose additional restrictions, this information will be made clear to you on our or the Promoter's or the official Event(s) webpage. You must at all times comply with any and all instructions given to you by the Venue and or Event(s) staff and stewards.

14. PARKING

14.1 There is no public parking at the Venue. Guests are encouraged to use public transport.

14.2 Pick-up and drop-off arrangements may vary by Event.

15. ACCESS REQUIREMENTS

15.1 For any ticketed Event(s) operated and promoted by us, we offer one free Ticket for a personal assistant to accompany a Ticket holder with certain access requirements to any Event(s). For any ticketed Event(s) operated by a Promoter, you should check with that Promoter as to what policy they have in place for personal assistants. We are not responsible for providing or securing any free Ticket for any Event(s) at the Venue promoted by a Promoter. We will require you to provide valid documentation of your accessibility requirements before issuing the free Ticket. Information on whether you are eligible for a personal assistant pass, how to apply and the approved forms of supporting documentation can be found on our website (or the Promoter's website or the official Event(s) page) or by contacting accessibility@testbedleeds.com or the Promoter.

15.2 If you have access requirements please contact accessibility@testbedleeds.com or the Promoter as far in advance of the Event(s) as possible, and in any event, no later than 7 days prior to the Event(s). If you have not notified us of your access requirements in advance we cannot guarantee that we will be able to cater to your needs though we will use reasonable endeavours to do so. We will confirm by email if we are able to provide assistance. We may refer you to a Promoter upon receipt of your enquiry.

16. UNAVOIDABLE CANCELLATIONS OR CLOSURES

16.1 In the event of cancellation or closure for any other reason outside of our reasonable control, we reserve the right to close the Venue including terminating any Event(s), including if we feel it is unsafe, illegal or impossible to allow the Venue to remain open or for any Event(s) to take place. Where any Event(s) are cancelled, closed or postponed the provisions of section 18 below will apply in relation to entitlement to refunds for Event(s) operated and/or promoted by us. For Event(s) promoted by a Promoter, you will need to contact the Promoter.

17. EPIDEMIC/PANDEMIC INCLUDING COVID-19

17.1 We expect you to follow all applicable laws, regulations, rules, government or competent authority guidance and any Venue or Event(s) specific rules or guidance in relation to any epidemic or pandemic which may affect the Venue including Covid-19 or any mutation of it (Serious Health Risk) and keep abreast of relevant changes that may affect your attendance at the Venue.

17.2 We reserve the right at our absolute discretion and without payment of refund or any other compensation to amend these Terms from time to time in order to ensure that we comply with all applicable laws, regulations, rules, orders, guidance (whether or not having the force of law) and any other requirements relating to Serious Health Risks issued by the UK Government or any other competent authority. Such measures may include wearing of face masks, social distancing measures, limiting numbers at the Venue or at any Event(s) and requiring proof of health or vaccination status.

17.3 If we reasonably believe that the rules are being broken or our guests or staff are being put at risk, we will ask those guests who are breaking the rules to leave the vicinity of the Venue without a refund.

18. REFUNDS

18.1 We, or a Promoter, may alter or vary any published Event(s) programme which may result in changes to some elements of the performance line-up, playing times, start and finish times of those Event(s), or any other aspect of those Event(s). Neither we nor our authorised Ticket agents nor a Promoter (unless otherwise stated by the Promoter) will be liable to you or any other person for any refunds or other costs, expenses or other losses resulting from such alteration, unless it is a Material Alteration which, in a situation where you have purchased a ticket from us or our authorised Ticket agents, gives a right to a refund under section 18.2 and in which case our only liability will be to issue a refund in accordance with section 18.7. Where you have purchased a Ticket from a Promoter or a Promoter's authorised Ticket agent, you will need to contact them with regards any refund.

18.2 You will only be entitled to a refund from us of any Ticket you have purchased directly from us or through our authorised Ticket agents, in the following circumstances: i) if any Event(s) are cancelled in full; ii) if the Ticket is for any Event(s) which are postponed entirely and such Event(s) are rescheduled to another date unless you elect to use any existing Ticket which you hold for such rescheduled Event(s) under section 18.4 below; iii) in the event of a Material Alteration which gives you the right to a refund under applicable law; or iv) as otherwise required under applicable law. Where you have purchased a Ticket from a Promoter or a Promoter's authorised Ticket agent, you will need to contact them with regards any refund.

18.3 A Material Alteration is a change which in our reasonable opinion makes the affected Event(s) materially different to the Event(s) which all Ticket purchasers, taken generally, could reasonably expect as judged by reference to the nature and billing of such Event(s). The following are not Material Alterations: changes to the artists unless the affected Event(s) you are attending is a concert with a clear headline act; changes to acts and the use of understudies in theatre performances; changes to any advertised attractions or facilities; changes to performance times; changes to individual band members; shortening of the affected Event(s) when the majority of it is performed in full; delays or changes to start times of the affected Event(s) or a performance; a change of venue to another location within a reasonable radius (in our discretion) of the planned Event(s).

18.4 Where the affected Event(s) are rescheduled to another date, unless otherwise notified by a Promoter, you may elect to use the existing Ticket for the rescheduled Event(s) in which case you will not be entitled to a refund.

18.5 Where you have purchased a ticket from us or our authorised Ticket agent, unless we and/or our authorised Ticket agent states otherwise, all refunds will be for the face value of the Ticket purchased (or proportionate amount where we agree to refund you for any affected Event(s) which have been cancelled part-way through) only and you will not be entitled to a refund of booking fees, transaction charges or delivery costs. Personal arrangements including travel, subsistence and accommodation in relation to the Event(s) which have been arranged by you are made at your own risk and neither the authorised Ticket agent nor us will have any liability for any such loss of enjoyment or wasted expenditure in the case of a cancellation, postponement or otherwise. Where you have purchased a Ticket from a Promoter or a Promoter's authorised Ticket agent, you will need to contact them with regards any refund.

18.6 Where you have purchased a Ticket from us or our authorised Ticket agent, a Ticket will not be exchanged or refunded if it is used for entry into the Venue at which the Event(s) is scheduled to take place unless any of the circumstances in section 18.2 apply. Where you have purchased a Ticket from a Promoter or a Promoter's authorised Ticket agent, you will need to contact them with regards any refund.

18.7 Where you have purchased a Ticket from us or our authorised Ticket agent, Ticket refunds will be processed by us, where the Ticket has been sold by us, or the authorised Ticket agent from whom you purchased a Ticket. Either we or the relevant Ticket agent will provide details of the refund process and deadlines for making a claim either through our websites, social media, the media or directly or alternatively, where you have purchased your ticket through an authorised Ticket agent, we may direct you to the refund policy in the Ticket agents' terms and conditions. Any failure to follow the process and comply with the deadlines or the refund policy of the relevant Ticket agent from which you purchased the Tickets or any breach of these Terms may result in the refund not being made. Refunds will only be made to the person who originally purchased the Ticket. We will not be responsible if any unauthorised Ticket agent from whom you purchased Tickets refuses to refund them. Where you have purchased a Ticket from a Promoter or a Promoter's authorised Ticket agent, you will need to contact them with regards any refund.

18.8 It is your responsibility to check that the scheduled Event(s) have not been cancelled, rescheduled or suffered a Material Alteration. Information on such matters will be made available as soon as reasonably possible on the Venue and/or Promoter's website or social media platforms or the official Event(s) page. Guests are advised that websites and social media platforms cannot always be updated immediately and that circumstances giving rise to cancellation, postponement or Material Alterations can sometimes arise immediately prior to the start/entry time of such affected Event(s). We make no guarantees as to the advertised entertainment at any Event(s) and advise you to check before you travel.

18.9 Promotions, deals or discounted offers provided by us are provided at our discretion. All such offers are subject to availability and may be withdrawn by us at any time. Retrospective refunds are not permitted against any offer or promotion advertised after a booking is made.

18.10 Any reduction in price, discount or promotional offers provided by us, either to the face value of the Ticket or otherwise, will not qualify for a refund or partial refund and can only be carried forward to future events at our discretion.

19. WARNING

19.1 Strobe lighting, lasers and smoke/haze effects and other special effects may be used at the Venue and/or in some performances.

19.2 You accept that exposure to loud music over periods of time can cause damage hearing. It is your responsibility to ensure that you protect yourself and any children you bring to the Venue from such exposure if so required.

19.3 In attending the Venue, guests confirm that they are aware of the risks associated with attending the Venue and agree that neither we, any entity owned by us or which owns us (directly or indirectly) or any entity under common ownership with us (the Venue Companies) nor any of our respective directors, employees, agents, workers, consultants or shareholders (and such persons together with us and the Venue Companies shall be the Venue Parties) shall be liable for any accident, injury, loss or damage sustained by any guest, their family, visitors, animals, vehicle or personal effects however caused unless due to their gross negligence.

20. LIABILITY

20.1 You agree that the Venue Parties will not be liable to you for any loss, injury or damage to any person (including you) or your property however caused (including by the Venue Parties) in any circumstances unless due to the negligence or wilful or malicious act of the Venue Parties.

20.2 You agree that the Venue Parties shall not be liable to you for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with attendance at the Venue and/or at any Event(s) and/or our obligations under these Terms including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity, or loss of publicity or loss of reputation, or opportunity to enhance reputation, or loss of contract or other economic or consequential loss arising from the performance (or any failure to perform) these Terms.

20.3 The Venue Parties will not have any liability to you whatsoever for loss or expenses incurred in connection with attendance at the Venue or any closure of the Venue or the cancellation of any Event(s), including, without limitation, costs of any personal travel, accommodation or hospitality arrangements made relating to attendance at the Venue and/or the Event(s) or any closure of the Venue or the cancellation of any Event(s).

20.4 The Venue Parties combined maximum liability to you in respect of general loss, theft or damage to property will be limited to the actual Ticket price paid by you (if any). Where you have left an item in our cloakroom, where the Venue, at its absolute discretion, assumes any liability for the loss, theft or damage to property, the Venue Parties combined maximum liability to you in respect of loss, theft or damage to property caused by our negligent acts or omissions will be limited to £100 per Ticket holder, and only where such loss, theft, or damage is not due to your wilful or negligent acts or omissions. As such we strongly discourage guests from bringing any valuable items to the Venue.

20.5 These Terms do not seek to exclude liability for death or personal injury: (i) which cannot legally be excluded or limited; and (ii) is caused by the gross negligence or wilful default of any of the Venue Parties, or that of anyone for whom the Venue Parties are legally liable.

21. COMPLAINTS

21.1 We hope that you enjoy your time at the Venue and/or attending any Event(s), and have no reason to complain, but should you wish to raise anything with us please do so before you leave the Venue. It is very difficult to deal with complaints made after a guest has left the Venue.

22. CONTACT DETAILS

22.1 Should you wish to contact us about the Venue and/or any Event(s), please use the following email address: hello@testbedleeds.com.

23. GENERAL

23.1 To the fullest extent permissible in law, we may assign all and any of our rights and obligations under these Terms, provided that your rights are not adversely affected.

23.2 If any provision of these 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 render the rest of the provision(s) and remainder of these Terms valid or enforceable.

23.3 If we delay or fail to enforce any of these Terms it will not mean that we have waived our right to do so.

23.4 These Terms (including updates provided via our website, social media or otherwise) together with, in the case of ticketed Event(s), the Ticket purchase terms and conditions and a Promoter's terms and conditions, and constitute the entire agreement between the parties in connection with the subject matter of these Terms and supersede any previous terms and conditions, agreement or arrangement between you and us relating to the subject matter of these Terms.

23.5 These Terms shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.