

## **Terms and Conditions for the Sale of Graduation Ticket(s)**

### **PRINCIPAL PLACE OF BUSINESS AND TRADER**

The University of Brighton's principal office is at Mithras House, Lewes Road, Brighton BN2 4AT and the University is the Trader for the purposes of the Consumer Rights Act 2015.

### **DEFINITIONS AND INTERPRETATION**

'Event' refers to any graduation event organised by the University of Brighton.

'Tickets' means printed, electronic or other type of evidence (including a wristband) of the right to occupy space at or to attend a Graduation event sold by the University to you.

'Purchase' refers to the booking of any ticket for an event, whether payment is required or not.

'University' refers to the University of Brighton.

'Venue' means the Brighton Centre or such other venue as may be notified from time to time.

'We' refers to the University of Brighton.

'Working Day' means Monday to Friday, excluding any Public or Bank Holidays.

'You' means you or anybody who in the University's reasonable opinion is acting with your authority or permission.

'Your' shall be read accordingly.

### **1. CONTRACT AND TERMS**

1.1 Your contract for the purchase of ticket(s) is formed as soon as we have processed your payment and will expire immediately after the graduation event for which you purchased ticket(s). However, any purchases are subject to payment card verification and other security checks and your transaction may be cancelled if it has not passed the University's verification processes.

1.2 Your purchase of ticket(s) is subject to these Terms and Conditions, which should be read in conjunction with the Brighton Centre(s)' terms, conditions and regulations, copies of which are available on <http://brightoncentre.co.uk/booking-tickets>. In the event of any inconsistency between the terms in relation to the University or Venue's requirements, those of the University shall prevail.

### **2. TICKETS**

2.1 All tickets are purchased subject to availability and to these Terms and Conditions. These Terms and Conditions should be read carefully prior to purchase and any queries relating to them should be raised with us in advance, as purchase of ticket(s) constitutes agreement of these Terms and Conditions. A valid ticket must be produced to get into an Event. Please notify us of any access requirements at the time of booking.

2.2 Where a stated number of guest tickets are allowable per graduand, this does not mean that the stated number of tickets is available to all graduands, and events may sell out before purchase is made if the purchase does not take place within the allotted time mentioned in the invitation. Failure to book tickets before the event becomes sold out is the responsibility of the graduand, and not the responsibility of the university or the venue. Tickets cannot be reserved without payment.

2.3 The price of the ticket shall be the price set at the time we accept your order. All advertised prices are inclusive of any taxes (where applicable).

2.4 No ticket purchase will be considered as accepted until we have received full payment in cleared funds. If for any reason the payment does not go through, tickets will not be considered purchased until such time as a new payment is made.

2.5 We reserve the right to cancel any booking which we reasonably suspect to have been made fraudulently.

2.6 Ticket(s) will only be available for collection at the venue; tickets will not be sent out in advance.

### **3. CANCELLED / RE-SCHEDULED EVENTS**

3.1 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 the University's reasonable endeavours to notify you using the details you provided us with at the time of ordering. We cannot guarantee that you will be informed of such cancellation before the date of the event.

3.2 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. Any changes made after the purchase of your tickets should be notified to: [ceremony.administration@brighton.ac.uk](mailto:ceremony.administration@brighton.ac.uk)

### **4. REFUNDS / EXCHANGES**

4.1 In the event of a course withdrawal/referral or if for any other reason an award is not completed and the student in whose name the tickets have been booked is no longer eligible to attend, the tickets will be refunded to the account from which they were purchased.

4.2 Invitations to tuition fee debtors of the university will be withdrawn. If tuition fees are not paid, ticket payments will be refunded and the graduand removed from attendee lists. Additionally, certificates are not issued where a tuition fee debt is noted on the student record. Enquiries regarding tuition fee debts should be addressed to:

Director of Finance, Finance Department  
University of Brighton  
Mithras House  
Lewes Road  
Brighton  
BN2 4AT

(email: [HeadOfFinance@brighton.ac.uk](mailto:HeadOfFinance@brighton.ac.uk))

4.3 If you are unable to attend the event through no fault of ours, we are unable to offer a refund, unless exceptional circumstances have prevented your attendance. In that instance, application for approval of refund should be made in writing to the Assistant Registrar (Examinations, Ceremonies and Awards) via e-mail to [ceremony.administration@brighton.ac.uk](mailto:ceremony.administration@brighton.ac.uk) no more than 20 days after the event.

4.4 Where an event is cancelled or rescheduled due to circumstances beyond the University's control, you will be entitled to claim a refund from us in accordance with this clause.

4.5 Where a refund is sought due to cancellation or rescheduling, refunds will automatically be issued back to the account that payment was made from wherever possible. If you do not receive a refund, you should bring this to the University's attention no sooner than 20 working days following the event. The refund for ticket(s) equals the price paid by you to us for the ticket(s).

4.6 These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

### **5. LIABILITY AND FORCE MAJEURE**

5.1 Ticket holders must comply with all relevant Health and Safety statutes, safety announcements and venue regulations whilst attending the event. If ticket holders have any special requirements regarding access, or medical conditions that the venue should be aware of prior to their attendance, prior notice should be provided to the university when ordering tickets.

5.2 Personal arrangements including travel, accommodation or hospitality relating to the event which have been arranged by you are at your own risk. Unless otherwise stated in this clause, the University's and the venue's liability to you in connection with the event (including, but not limited to, the event of cancellation or rescheduling) shall be limited to the ticket price paid by you.

5.3 For the purposes of these Terms and Conditions, 'Force Majeure' means any cause beyond the University's control including, but not limited to, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments. We will not be liable to you for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.

5.4 Neither the University nor the Venue will be responsible for any loss, injury or damage to any person (including you) or property howsoever caused (including by us and/or by the venue):

(a) in any circumstances where there is no breach of a legal duty of care owed by us 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 the University's 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 venue.

5.5 Nothing in these Terms and Conditions seeks to exclude or limit the University's or the venue's liability for death or personal injury caused by the University's or the venue's (as relevant) negligence, fraud or other type of liability which cannot by law be excluded or limited.

## **6. DATA PROTECTION AND TICKET RE-SALES**

6.1 your personal data is processed for the purposes of administering both you and your guests attendance, the issuing of award certificates, award ceremony booklet, and as part of the ceremony as you walk across the stage to accept your award. Your data will be shared with our gowning supplier (Graduate Gowning), and your invitation will give you the opportunity to opt in to sharing your name with our merchandise suppliers (Campus Clothing). More information is available in our privacy notice [https://staff.brighton.ac.uk/reg/legal/other/Student\\_Privacy\\_Notice.pdf](https://staff.brighton.ac.uk/reg/legal/other/Student_Privacy_Notice.pdf)

6.2 No part of a graduand's record may be discussed with a third party, including parents or other relatives, in line with the Data Protection Act (2018). This includes information such as whether or not the graduand has responded to a graduation invitation.

6.3 Information relating to disability and access needs will only be used to make reasonable adjustments at the ceremonies. This information will not be shared with any other department within the university, and will be deleted from our records after the graduation ceremonies.

6.4 With regard solely in this instance to the event, the above clause may legally only be reconsidered for event purposes where the graduand is under 18 years of age.

6.5 You may not resell or transfer a ticket. Any resale or transfer (or attempted resale or transfer) may result in seizure or cancellation of that ticket.

## **7. CONDITIONS OF ADMISSION AND ATTENDANCE**

7.1 Ticket holders should be aware that during the event, photographers and videographers are present, this includes a live stream of graduands crossing the stage. These images are shared on social media and may be used in publicity/marketing materials. The University processes this information in its legitimate interests to document this important celebratory occasion. If a ticket holder wishes to not be filmed then please contact the events team at [AwardsCeremony@brighton.ac.uk](mailto:AwardsCeremony@brighton.ac.uk).

7.2 The management of the venue reserves the right to refuse ticket holder's admission to the venue in reasonable circumstances including for health and safety or licensing reasons.

7.3 The management of the venue also reserves the right to request that ticket holders leave the venue at any point on reasonable grounds and may take any appropriate action to enforce this right. By way of example, the venue may remove a ticket holder who:

(i) has behaved in the venue in a manner which, in the reasonable opinion of the venue has, or is likely to affect the enjoyment of other visitors; or

(ii) uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; or

(iii) in the reasonable opinion of the venue is under the influence of drugs or has consumed an excessive amount of alcohol; or

(iv) obstructs gangways, access-ways, exits, entrances or staircases, or congregates in non-designated areas.

7.4 You must comply with instructions and directions given by university and venue staff and stewards.

7.5 No refunds will be given to ticket holders who are refused entry or ejected due to their own behaviour as suggested in, but not limited to, the examples above.

7.6 Children (ages 2 years to 18 years inclusive) shall require their own ticket which shall be at full ticket price. Babies in arms (children under 2 years) shall be admitted free of charge provided that they sit on the lap of an adult in the party. Children must be supervised at all times and supervision of children shall be by not less than 1 adult per 4

children. The management reserves the right to ask parents / supervisors to remove children if, in the opinion of the management, they are causing a disturbance.

## **8. RESTRICTIONS AND PROHIBITIONS**

8.1 The use of professional equipment for recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data inside any venue for the purpose of distribution or resale is strictly forbidden. Unauthorised recording equipment, recordings, tapes, films or similar items may be confiscated and destroyed or deleted. Any recording made of an Event in breach of these conditions shall belong to the Event Partner(s). The Event Partner(s) and Venue will not be liable for any loss, theft or damage to confiscated items.

8.2 Ticket holders shall not bring into the Venue or display or distribute (whether for free or not) at the event any sponsorship, promotional or marketing materials.

8.3 Mobile telephones and messaging equipment must be switched off during the Event.

8.4 Alcohol may only be consumed in public bars and other authorised areas before and after the event. Smoking is only permitted outside the venue.

8.5 Bars will be closed throughout the duration of the event.

8.6 The following are not permitted within any Venue:

- 1) animals (with the exception of assistance dogs);
- 2) laser pens, fireworks, flares, smoke bombs
- 3) any item which may be interpreted as a potential weapon including sharp or pointed objects (e.g. knives);and
- 4) illegal substances.

8.7 The management of the venue reserves the right to conduct security searches and may confiscate any item which, in the reasonable opinion of the management of the venue, may cause danger or disruption to other members of the audience or the event or is one of the items not permitted in the venue as listed above.

8.8 Every effort shall be made to admit latecomers, but late admission cannot be guaranteed.

8.9 Those graduands who do not arrive within the registration period will be considered late even if the event itself has not started when they arrive.

8.10 Ticket holders may only leave and re-enter the venue during an event at the discretion of the management of the venue. Otherwise, there will be no re-admission or pass-outs of any kind.

## **9. FOOD ALLERGIES**

9.1 You will need to tell us at least fourteen days in advance of your ceremony of any food or other serious allergies which affect you or any of your guests.

9.2 We cannot be responsible for and shall have no liability at all for any allergic reaction suffered by your guests to any catering supplied by our contract caterers or other source if you have not advised us of any such allergies.

9.3 If you do tell us that you or one of your guests does have a serious allergy, we will make reasonable efforts to exclude the allergen concerned, and ask that the guest to identify themselves to the information desk on arrival the ceremony.

## **10. DISPUTE RESOLUTION**

If any dispute arises at the events, we will attempt to settle it on site at the event. Complaints after the event should be made in writing and addressed to:

The Deputy Director of Academic Services  
University of Brighton  
Watts Building  
Lewes Road  
Brighton  
BN2 4GJ

With regard to complaints following an event, we will acknowledge all customer correspondence within 5 working days and we shall use reasonable endeavours to reach a solution.

## **11. WAIVER / SEVERABILITY**

11.1 If we delay or fail to enforce any of these Terms and Conditions It shall not mean that We have waived the University's right to do so.

11.2 If it is found by a Court that any of these Terms and Conditions for any reason cannot be enforced, this shall not prevent the other provisions from continuing to apply.

## **12. THIRD PARTIES**

The Contracts (Rights of Third Parties) Act 1999 is excluded from applying to this Agreement and nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

## **13. AMENDMENTS AND VARIATIONS**

We intend to rely on the written terms set out here in this document as well as the written terms and conditions of the Venue. You should read the terms and conditions carefully before entering into the contract to ensure that they contain everything that you consider has been agreed. If they do not then you should speak to any member of staff. After the contract has been made, these Terms and Conditions cannot be varied or amended in any respect unless both You and We agree and it is preferable that this is in writing).

## **14. ENTIRE AGREEMENT**

These Terms and Conditions and the terms and conditions of the venue constitute the entire agreement between the parties in connection to the events and supersede any previous terms and conditions between the parties. Each of the parties agrees that it has not entered into these Terms and Conditions in reliance on, and shall have no remedy in respect of, any statement, representation, covenant, warranty, undertaking or indemnity (whether negligently or innocently made) by any person (whether party to these Terms of Conditions or not) other than as expressly communicated by us to you before you have completed your purchase or set out in these Terms and Conditions. Nothing in this clause shall operate to limit or exclude any liability for fraud.

## **15. GOVERNING LAW AND JURISDICTION**

These Terms and Conditions shall be governed by and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.