

Terms & Conditions

Resurgam: The Lost Pearl of Plymouth

14 June 2013

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MUTANT LABS



**ROGUE
THEATRE**

**DISCOVER
WITH
PLYMOUTH
UNIVERSITY**



Supported using public funding by
**ARTS COUNCIL
ENGLAND**

Who we are

We are a partnership between Story Juice, Mutant Labs, Rogue Theater and i-DAT; Plymouth University [partners]. The legal body behind the live event is Plymouth University. In these terms and conditions references to "partners", "we", and "us" mean Story Juice, Mutant Labs, Rogue Theater and i-DAT; Plymouth University.

About these terms and conditions

You are reading the terms and conditions for participating in Resurgam: The Lost Pearl of Plymouth [The Event]. To participate you must complete and sign a paper terms and condition [Terms] form to confirm you agree to these Terms and any associated rules [Rules] and instructions (which together form a legally-binding agreement between you and us). These Terms include important information about who we are, our obligations to you, and your obligations to us and other people.

By doing this you confirm (either for yourself or for the person on whose behalf you complete a registration form) agreement to our Terms. If you do not agree to comply with the agreement between you and us you must not participate in The Event.

If you breach any of the Terms and associated Rules your agreement with us, including particularly the obligations set out in the Rules below, we may prevent you from joining the Event (if the Event has not already started) or continuing in the Event (if the Event has started). In these circumstances we will not provide you with a refund, and will have no further liability to you.

We reserve the right to make changes to these Terms and associated Rules.

Rules

While we have taken care in producing our Event, you recognise that we cannot control the manner in which you participate in the Event or the specific locations in which you do so. Accordingly, to the fullest extent permitted by law, we shall not be liable for any loss or damage arising out of or in connection with your participation in our Event including, without limitation, indirect, or consequential loss or damage; or personal injury or death. We hereby exclude all liability arising from your participation in our Events.

Before you take part in our Event you will be asked to register with us and to sign a Terms form to confirm that you accept these which include the following associated Rules. You must comply with the particular Rules that we outline here and any additional rules we may provide or announce at the event.

1. Only properly registered individuals may participate in our Event.
2. You must ensure that the information you provide to us is accurate and complete.
3. To participate in any of our Event you must complete and sign a paper registration form where you agree to our Terms.
4. You need to register in person on the time slot and day as indicated on your ticket.
5. You must be 18 years or over to participate in our Event. (sorry, we hope to be able to offer this to 16+ next time)
6. You must be at registration for your advised timeslot, Latecomers may not be admitted: If you arrive late for the Event for which you have purchased tickets, you may not be guaranteed entry. It is your responsibility to arrive to an event before or at the advertised start time. No refunds will be granted for refusal of entry to an event due to late arrival on the part of the customer.

7. You must ensure that you are fit and well enough to play our Event by reviewing these Terms and Rules prior to registering, and that you wear appropriate clothing and footwear
8. When participating in our Event you are responsible for ensuring that you do not put yourself or others at risk of injury or harm. For example, you must not participate in the vicinity of hazards, you must not climb buildings or obstacles, and you must take particular care when crossing roads and playing near moving vehicles.
9. You must not enter any privately owned property when participating in our event without the consent of the owner of that property. You must not use without consent or damage property belonging to anyone else (including, but not limited to, buildings and vehicles).
10. You must not participate in a way that threatens, intimidates, harasses, demeans or bullies any other participant, any Event official, or any member of the public, or in a way that is otherwise unlawful.
11. You are responsible for obtaining and using a mobile telephone that will be suitable for use as advised by us before the start of the Event. We cannot be held responsible if your device is not suitable for the Event, or for any limitation of or defect in that device or any communication link or service.
12. You are responsible for all personal belongings or valuables you decide to carry and you must take the same precautions to safeguard them as you would normally. If you leave your personal belongings or valuables with us we do not accept any liability for loss or damage.

Cancellation

We reserve the right to suspend or cancel the Event at any time for any reason including, however if we suspend or cancel the Event and the reason for the suspension or cancellation is not your fault we will offer you a full refund of the ticket price which will be our sole liability to you if we suspend or cancel the Event.

If you make a booking online you may cancel your booking and receive a refund of the ticket price 48 hours prior to the Event date, 21st September 2013, less an administration fee of £5 of the ticket price and any postage charges. This reduction is in respect of our costs incurred in dealing with your booking and cancellation.

In all cases where we make a refund we will aim to process the refund within 60 days.

Consent to use of your image

You hereby consent to the recording by still or moving image recording equipment of your image during your involvement in our Event and you hereby consent to the use without payment of any such recorded still or moving image to publicise us, any of our events, and/or any of our partner organisations, and for any ancillary purpose, anywhere in the world, in any medium, for all time.

Accessibility

The Event requires participants to travel some distances across the city (Plymouth) as well as to enter buildings that offer limited physical access for those with limited mobility.

You must ensure that you are fit and well enough to participate in our Event and that you wear appropriate clothing and footwear. We will not reimburse you for any travel or other costs you incur when participating in our Events or if your ability to participate in our Event is limited because you wear inappropriate clothing or footwear.

Whilst we would want the event to be as inclusive as possible we have to work within the accessibility restrictions offered by the physical locations of the Event.

If you have any health or mobility issues that may impair your participation in the Event, you can contact us in advance of the Event. While the Partners

can't give you advice specific to your personal needs, we can give you more general information about how the Event can be played to help you decide whether you would like to participate.

We will not be liable to you if your ability to participate in the Event is limited by your health or mobility issues unless we have advised you incorrectly that a health or mobility issue of which you have notified us will not prevent you from participating in the Event.

Governing law and courts

These terms and conditions shall be governed by and construed in accordance with the law of England and Wales. Any dispute arising under or in connection with these terms and conditions and your participation in any of our Event shall be subject to the exclusive jurisdiction of the courts of England, to which you and we irrevocably submit