

General Terms and Conditions and Purchase Policy

- [General Terms and Conditions](#)
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Summary of key terms

- All sales are final. All tickets are non-refundable and non-transferable.
- If an event is postponed or cancelled, you are entitled to a refund. This refund is for the face value of the tickets only and does not include the fees paid. Tickets may need to be returned to us before a refund can be issued
- If you do not receive your tickets 72 hours before an event, it is your responsibility to contact Eventim UK with regards to this
- Duplicate tickets, where applicable, can only be issued for collection from the venue and cannot be resent by mail
- It is not always possible to duplicate tickets.
- We reserve the right to make tickets venue collection, should it be necessary, as long as notify you in writing of this.
- It may be necessary, at times, to reseat you for an event. We reserve the right to change your seats should it become necessary for production, sight line or venue issues. You will be notified of this before the event.
- It is your responsibility to inform us of any change of details including address and email address.

See below for full terms:

I. General Terms and Conditions

By using the Eventim website ("Site"), you expressly agree to be bound by the following "Terms" and all applicable laws and regulations governing the Site. Eventim UK Ltd. and its respective affiliates, parent company and subsidiaries (collectively "Eventim") reserve the right to change these Terms at any time, effective immediately upon posting on the Site. If you violate these Terms, Eventim may terminate your use of the Site, bar you from future use of the Site, cancel your ticket order, and/or take appropriate legal action against you.

II. Permitted Use

You agree that you are only authorised to visit, view and to retain a copy of pages of this Site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on this Site for any purpose other than to review event and promotional information, for personal use, or to purchase tickets or merchandise for your personal use, unless otherwise specifically authorised by Eventim to do so.

Illegal and/or unauthorised uses of the Site, including, but not limited to, unauthorised ticket sales, or unauthorised use of any robot, spider or other automated device on the site, may be investigated and appropriate legal action taken, including without limitation civil, criminal and injunctive redress.

III. Disclaimers

Eventim provides no guarantee that the Site will be error-free, uninterrupted, or will provide specific results from use of the Site or any Content, search or link on it. The Site and its Content are delivered on an "as-is" and "as-available" basis.

Eventim disclaims all warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Eventim will not be liable for any damages of any kind arising from the use of this Site, including without limitation, direct, indirect, incidental, and punitive and consequential damages.

Eventim disclaims any and all liability for the acts, omissions and conduct of any users, advertisers and/or sponsors on the Site. Eventim is not responsible for the products, services, actions or failure to act of any venue, performer, promoter or other third party in connection with or referenced on the Site.

IV. Trademarks

Eventim logos found on this site are registered trademarks of Eventim and may not be used at any time under any circumstances save with the prior written permission of Eventim.

V. Copyright

The content and software on this Site is the property of Eventim and/or its suppliers and is protected by copyright. Except as expressly stated in the limited licence provision of these terms and conditions,

Eventim does not grant any express or implied right to you under any of its trademarks, copyrights or other proprietary information.

VI. Limitation on Liability

Except in jurisdictions where such provisions are restricted, in no event will Eventim be liable to you for any direct, indirect, consequential, exemplary, incidental, special or punitive damages, including but not limited to lost profits, even if such damage was reasonably foreseeable and even if Eventim has been advised of the possibility of such damages.

VII. Indemnity

You agree to indemnify and hold Eventim, its subsidiaries, affiliates, officers, employees, agents and other partners, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, including also your use of the Site to provide a link to another site or to upload content or other information to the Site.

VIII. Governing Law

By using the Site, you agree that any dispute will be governed and construed in accordance with English law and you agree to submit to the non exclusive jurisdiction of the English Courts.

Last update: 01/08/2019

Purchase Policy (Terms and Conditions of sale)

This Purchase Policy incorporates our General Terms and Conditions.

1. Definitions and interpretation

- "Event"** means an entertainment event including, without limitation, a concert, exhibition, sports, theatrical and/or music event to be held at a Venue in respect of which We have the right to sell You Tickets.
- "Tickets"** means tickets or other types of evidence (including electronic tickets) for an Event sold by Us to You on behalf of the organisation responsible for the Event for the right to occupy space at or to attend an Event.
- "Venue"** means any facilities or locations of any nature where the Event is being held.
- "We"** means Eventim. "Us" and "Our" shall be read accordingly.
- "You"** means you or anybody who in Our reasonable opinion is acting with your authority or permission. "Your" shall be read accordingly.
- "Promoter"** means the person firm or company staging the Event if different from Us and the Venue.
- "Non-Ticketed Items"** means any items other than Tickets, or packages that include Tickets, sold via the Site including Eventim vouchers or merchandise.
- "Group"** means group organisers, charities, travel and coach companies or other organisations that We have agreed to sell to knowing that the Tickets are intended for resale.

2. Incorporation

These Terms and Conditions incorporate and should be read in accordance with the Venue and/or Promoter terms, conditions and regulations, copies of which are available upon request from the Venue. In the event of any inconsistency between the terms in relation to Venue or Promoter requirements, those of the Promoter shall prevail. If no Promoter, those of the Venue shall prevail.

3. Eventim acting as agent

Eventim is a ticket agent that sells Tickets for Events allocated to it by an Event Venue or Promoter. Eventim is not responsible for the organisation or staging of the Event and has no control over, or liability for, cancellation or rescheduling of or for material changes to any Event. For the avoidance of doubt, changes to supporting acts; members of a band; line-up of any multi-performer event or the use of understudies will not be a material change.

Eventim is a member of The Society of Ticket Agents and Retailers and further information can also be found on their website (www.star.org.uk).

4. Tickets

All Tickets are offered subject to availability and to these Terms and Conditions. These Terms and Conditions should be read carefully prior to confirming Your order and any queries relating to them should be raised with us prior to purchase, as confirming Your order constitutes acceptance of these Terms and Conditions.

A valid Ticket must be produced to get into an Event. Removing any part of, altering or defacing the Ticket may invalidate Your Ticket.

It is Your responsibility to check Your Tickets to ensure they are correct since if a mistake has been made by us or you have made a mistake it cannot always be rectified and We accept no liability or responsibility for any failure to so rectify and nor will we accept any liability to reimburse you for any amount paid by you. Accordingly, please check your Tickets carefully on receipt and contact us immediately if there is a mistake.

If we discover an error in the price of tickets you have ordered, we will inform you as soon as possible and give you the option of reconfirming your order at the correct price (and credit or debit your account as applicable) or cancelling your order and receiving a full refund from us. If We are unable to contact You, You agree that We may treat the order as cancelled.

We will not be responsible for any Ticket that is lost, stolen or destroyed. It is not always possible to issue duplicate tickets. For example for non-seated events where there is a possibility of both the original and duplicate tickets being used, compromising the licensed capacity of the venue. Duplicates may therefore be issued at the discretion of the Promoter or the Venue acting reasonably. If duplicates are being issued, a reasonable administration charge may be levied.

We and the Promoter reserve the right to provide alternative seats at an Event to those specified on the Ticket if the staging of the Event reasonably requires, provided they are of no less value to that stated on the Ticket.

Where a concession is claimed, proof of identity and concession entitlement (for example of age or student status) may be required in which event you will be obliged to provide at any such time proof of your entitlement to the concession.

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.

5. Price and payment

The price of the Ticket shall be the price set at the time We accept Your order. All prices set are inclusive of any applicable taxes but exclusive of any booking fee and collection or delivery fee.

We will acknowledge Your order once We have received full payment.

Payments using MasterCard and Visa will be processed by CTS EVENTIM Nederland B.V., Postbus 69507, 1060 CN Amsterdam, Netherlands, a sister company of Eventim UK Ltd. Payments using American Express cards will be processed by our parent company CTS Eventim AG.

6. Delivery

Eventim aims to dispatch purchased tickets as soon as possible. If Your Tickets are not being held at the Venue box office, and You have not received Your Tickets from Us seventy two (72) hours prior to the Event please contact Us immediately including your reference number and the name and postcode of the ticket purchaser.

Tickets will only be delivered to the billing address of the debit/credit card holder unless We specifically offer You the facility for Tickets to be sent to an alternative address.

If Tickets dispatched by Royal Mail ordinary post, special delivery or registered post are returned to Us as "addressee unknown" We reserve the right to cancel Your booking and make a refund of the Ticket price only.

We reserve the right to make Tickets available for collection at the Venue box office. You will be notified by telephone, email or in writing of the arrangements for collection (using the details provided at the time of ordering) if this becomes necessary. Where there is not enough time to deliver Tickets, You will be told at the point of purchase the arrangements for collection of Your tickets.

If You are collecting Your Tickets from the Venue box office, You must have Your acknowledgement of order and the credit/debit card used to make the order with You otherwise you will not be entitled to collect Your Tickets.

You will be able to collect Your Tickets one hour prior to the start of the Event unless otherwise indicated within the Venue terms and conditions.

7. Changes to Event

The organiser of the Event and/or the Venue reserves the right to make alterations to the published Event programme where reasonably necessary.

8. Refunds/exchanges

Except where We offer, at our absolute discretion, an applicable Ticket exchange or resale or refund facility, once you have purchased a ticket from Us you will not be entitled to exchange or to obtain a refund for that Ticket other than as described in this section.

If an Event is cancelled, or rescheduled (subject to the below) or where there is a material change to the programme of an Event you may be entitled to a refund from the Venue or the Promoter. However, as a ticket agent Eventim has no control over the cancellation, rescheduling or making of material changes to any Event and so we will not be liable to refund you the price that you have paid for your Ticket if you are unable to obtain a refund from the Venue or Promoter.

A "material change" is a change which makes the Event materially different to the Event that the purchasers of a Ticket, taken generally, could reasonably expect. For the avoidance of doubt, but without limitation, the use of understudies in a theatre performance shall not be a material change.

If an Event is cancelled or rescheduled (including where an event is cancelled or rescheduled as a result of bad weather or other event outside of the control of the Venue or Promoter) or if there is a material change to an Event, we may be authorised by the event organiser or event promoter to issue refunds in which case we will use our reasonable endeavours to refund you the face value of the ticket (excluding any booking fee or service charges) as soon as reasonably practicable. If we are not authorised or otherwise unable to issue refunds directly, we will be able to provide you with information as to whom you should contact to seek a refund, but we are not liable to you for such refund if you are unable to obtain a refund from the applicable Venue or Promoter.

If you wish to claim a refund in any of the circumstances described above, You should notify Us as soon as possible and no later than 28 days after the applicable cancellation, rescheduling or material change. You must return any unused Ticket(s) to us before we are able to process any refund. If we are able to provide You with a refund, as described above, We will refund You the face value price of the Ticket (excluding any booking fees or service charges). Refunds will only be made to the person who originally purchased the Ticket(s) and, wherever possible, will be made using the same method as was used to purchase the Ticket(s) except, at our discretion, where payment was made by cash.

You can change your mind about Non-Ticketed Items purchased from us within 14 days of receiving our email confirmation accepting your order. You are entitled to a full refund should you wish to change your mind. Please contact us [here](#).

[Nothing in this clause is intended to exclude or limit our liability to you where we fail to fulfil our obligations to you under this contract.]

These Terms & Conditions do not affect your statutory rights as a consumer. For further information about your statutory rights contact Citizens Advice (www.adviceguide.org.uk), Which? (www.which.co.uk), or the Department for Business Innovation and Skills. Eventim is a member of The Society of Ticket Agents and Retailers and further information can also be found on their website (www.star.org.uk).

9. Liability

Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by You are at your own risk. Liability for the cancellation or rescheduling of an Event, or for material changes to an Event, will be limited to the refund as set forth in Section 7.

Neither We nor the Venue nor the Promoter will be responsible for any loss, theft or damage of Your personal belongings, other than caused as a result of Our proven negligence or that of the Venue or the Promoter or other breach of statutory duty.

10. Cancelled/re-scheduled Events

Where we become aware that an Event is cancelled or re-scheduled, We will use Our reasonable endeavours to notify You using the details You provided Us with at the time of ordering, but We may not always be able to do this and it is Your responsibility to check if an Event has been cancelled or re-scheduled and to check the date and time of any re-scheduled Event.

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.

For football matches, or any other sporting fixtures or events no guarantees can be given that the Event will take

place at a particular time or on a particular date. We, the Venue and the Promoter reserve the right to reschedule any such Event without notice and without any liability whatsoever. The details given on football tickets or on the tickets of any other sporting fixtures or events are indicative only and it is Your responsibility to check the final arrangements for any matches or other sporting fixtures or events for which you have tickets including the date and Kick-off or start times of any such Event.

11. Use of details and Data Protection

For information on how we use information and Data Protection see the Eventim Privacy Policy.

12. Resale/use of Tickets and property

You may not re-sell or transfer a Ticket if prohibited by law. In addition, re-sales or transfers of Tickets may be prohibited for certain events subject to the specific terms and conditions of those events (for example but not exclusively limited to charity events or events where age restrictions may apply because of content of the entertainment or licensing requirements).

Where a Ticket is offered for resale in line with these terms and conditions, you must provide to the buyer full details of the ticket. Full details include, if printed on the ticket, the block or tier, row and seat number. You must also make your buyers aware of these terms and conditions and any other terms and conditions that are specific to the event. You should check whether any special terms apply before offering a free Ticket for resale. Free tickets are often provided for specific reasons limiting their transferability.

13. Void Tickets

Any Ticket obtained in breach of these Terms and Conditions shall be void and all, rights conferred or evidenced by such Ticket shall be void. Any person seeking to use such a void Ticket in order to gain or provide entry to an Event may be considered to be a trespasser and may be liable to be ejected and liable to legal action. Void Tickets are non-refundable.

14 Restrictions on the purchase of tickets

Tickets may be restricted to a maximum number. Any such restriction shall be notified to You at the time You book the Tickets. We reserve the right to cancel Tickets purchased in excess of this number and without the Agent's agreement, without prior notice unless the purchase of an excess was due to Our error.

15. Conditions of Admission

The management of the Venue reserve the right to refuse Ticket holders' admission to the Venue in reasonable circumstances including for health and safety, licensing reasons or where a Ticket is void.

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:

1. 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
2. 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
3. in the reasonable opinion of the Venue is acting under the influence of alcohol or drugs; or
4. smokers (save when in a designated smoking area) or use drugs or any illegal substances
5. fails, when required, to produce proof of identity or age
6. use mobile phones or messaging equipment which in the Venue's opinion could constitute a nuisance to the rest of the audience.

You must comply with instructions and directions given by Venue staff and stewards.

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.

16. Restrictions and prohibitions

The use of 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 is strictly forbidden. Unauthorised recordings, tapes, films or similar items may be confiscated and destroyed. Any recording made of an Event in breach of these conditions shall belong to the Promoter. The Promoter and Venue will not be liable for any loss, theft or damage to confiscated items.

By attending an Event, Ticket holders consent to filming and sound recording of themselves as members of the audience. The Promoter may use such films and recordings (including any copies) without payment.

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 material's.

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

Alcohol may only be consumed in public bars and other authorised areas.

Smoking is not permitted unless within a designated smoking Area (if any).

The following are not permitted within any Venue:

1. animals (with the exception of guide dogs);
2. laser pens
3. Your own food and drink (unless permitted by the Venue);
4. bottles, cans or glass containers (unless permitted by the Venue);
5. any item which may be interpreted as a potential weapon including sharp or pointed objects (e.g. knives);and
6. illegal substances.

The management of the Venue reserves the right to conduct security searches from time to time and confiscate any item which, in the reasonable opinion of the management of the Venue, may cause danger, annoyance, aggravation 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.

Every effort shall be made to admit latecomers to Events at a suitable break in the Event, which may be the interval, but late admission cannot be guaranteed.

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.

The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to stands or seats for which You do not hold a Ticket is strictly forbidden.

17. Health and Safety

Ticket holders must comply with all relevant statutes, safety announcements and Venue regulations whilst attending the Event.

If Ticket holders have any special requirements or concerns about any special effects which may be featured at the Event, prior notice should be provided when ordering Tickets. Special effects may include, without limitation, sound, audio visual, pyrotechnic effects or lighting effects.

18. Dispute Resolution

If any dispute arises out of these Terms and Conditions, We will attempt to settle it. To this end We shall use Our reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to both parties.

Although this does not restrict your rights to pursue court proceedings, if we are unable to settle any dispute by negotiation within 21 days, the parties may attempt to settle it by mediation. To initiate mediation a party must give written notice to the other parties to the dispute requesting mediation. The mediation shall be conducted in accordance with the STAR Code of Practice and Dispute Resolution Procedure current at the date of the referral which sets out, the procedures to be adopted, the process of selection of the mediator and the costs involved, and which terms are deemed incorporated into this agreement.

STAR can be contacted at: **PO Box 708, St Leonard's Place, YORK, YO1 0GT Telephone: 01904 234737 email: info@star.org.uk**

19. Waiver

If We delay or fail to enforce any of these Terms and Conditions It shall not mean that We have waived our right to do so.

20. Assignment

We shall be entitled to assign any of Our rights and obligations under these Terms and Conditions provided that Your rights are not adversely affected.

21. Severability

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.

22. Third Parties

Any person, other than the Venue or Promoter, not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions. The Act can give rights under some contracts to third parties who are not parties to those contracts but in this case only We, the Venue, the Promoter and You (or your buyers as permitted under Clause 11) have rights and obligations under this contract.

23. Force Majeure

For the purposes of these Terms and Conditions, "**Force Majeure**" means any cause beyond Our control including, without limitation, 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, actions taken by the police, 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. This Clause does not affect the terms of Clause 7.

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 and the Promoter. 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 Our staff and obtain Our confirmation in writing as to any terms or conditions which you consider have been agreed.

24. No Partnership or Agency

Nothing in these Terms and Conditions and no action taken by You or Us under these Terms and Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other relationship between You and Us beyond the contractual relationship established under these Terms and Conditions.

25. Entire agreement

These Terms and Conditions, and the terms and conditions of the Venue and the Promoter and any specially agreed terms constitute the entire agreement between You and Us in connection to its subject matter and supersede any previous terms and conditions, agreement or arrangement between You and Us.

Each of us agree that we have 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 set out in these Terms and Conditions. Nothing in this clause shall operate to limit or exclude any liability for fraud.

26. Governing Law and Jurisdiction

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

Last update: 01/08/2019