

# Tickets For Good Terms and Conditions for the sale and supply of tickets.

This page contains the terms and conditions for the sale of tickets through Tickets for Good (The Ticket Bank Ltd). You should read these terms and conditions carefully before ordering tickets and should understand that by placing an order, you agree to be bound by these T's & C's. Please appreciate that if you cannot accept these terms and conditions then you will not be able to purchase tickets through us.

## **About Us**

'ticketsforgood.org' and 'ticketsforgood.co.uk' / 'ticketsforgood.com' is operated by Tickets for Good (The Ticket Bank LTD), The Workstation, 15 Paternoster Row, Sheffield, S1 2BX.

Company number 12149865.

## **Service**

Our site is intended for use by people in the United Kingdom and the European Union, which therefore means that we cannot accept orders from outside of these areas. Separate terms and conditions govern the use of the site by people in the United States of America or North America.

## **You**

By registering with us and placing an order, you certify that you are at least 18 years of age, and that you have the legal capability to enter into a binding contract.

## **The contract**

When buying a ticket online you, the "lead booker", will receive an email confirming your order. However, this does not guarantee you have a ticket, as all orders are subject to acceptance by the promoter and us. The order is considered to be 'accepted' when a PDF is dispatched to your listed email address and to your Tickets for Good account, accessible by logging into your account and choosing 'Your Tickets'.

The terms of a specific booking apply once this acceptance has been given. This purchase forms the basis of our contract with you.

## **Our status as an agent**

The legal contract of the transaction is between you and the third party supplier of the tickets and therefore is subject to their terms and conditions. We act as an agent between you and the supplier; therefore, all actions on cancellation, refund and exchanges are covered in these terms and conditions. However, in accordance with the Rights of Third Parties Act 1999, these terms and conditions may be used and enforced by the third party.

## **Your Obligations**

By purchasing a ticket you certify that it is for personal use only. This means that it is for the personal use of you, the lead booker, who must be in attendance and be a user of the tickets provided. The lead booker must always be a Tickets for Good member, including at the time of the event.

The Tickets for Good member is welcome to bring guests where the terms of the event allow. However, any gifting of tickets to a third party without the lead booker in attendance will render tickets invalid, and attendees will be refused entry to the event. This includes passing tickets to other Tickets for Good members who are not the lead booker, without our prior consent.

Tickets must not be resold to ineligible parties (which includes eligible Tickets for Good members who are not the lead booker), and any resale will result in a cancellation of the ticket, without refund.

In all instances of you being in breach of your obligations, including utilising tickets for purposes other than your personal use as a member of Tickets for Good, we reserve the right to cancel tickets you may have held in your account without refund, and to suspend your account without notice. In exceptional cases permanent deletion of your account without notice may be appropriate.

It is your responsibility to check the details of the ticket and the event. Tickets for Good will not be held responsible for any loss or damage to tickets after they have been dispatched. It is also your responsibility to check any deviation from the proposed details of the event, or for a cancellation. We endeavour to inform you of any changes to the event once the event organiser notifies us, however we cannot guarantee this. We will notify you of any information we have available via your account email address.

It is your responsibility to arrive at the event prior to the stated start time, in order to ensure safe entry. Tickets for Good will not be held responsible for any non-admissions due to late entry. Venue staff are always responsible for admitting guests, not Tickets for Good, and we are unable to influence the decision of venue staff, which is final. Although in most cases event organisers make every effort to admit latecomers, admission cannot be guaranteed after the stated last entry. Please make sure you check the details of the event for this information, as it is the responsibility of the event organiser to publish these details. We always endeavour to publish a link to the appropriate event organiser's page for you to obtain these details.

You must comply with all rules and regulations at the event, including complying with age and drugs and alcohol restrictions. Tickets for Good will not be held responsible for the non-admission or rejection from the event due to non compliance of these restrictions. In the event you are refused or rejected entry as a result of the above reasons, or in the case that Tickets for Good cannot be held responsible for your non-admittance, you will not be entitled to a refund. If we receive evidence from a venue or event organiser that your behaviour at an

event has been considered dangerous, illegal, or antisocial, we reserve the right to suspend your Tickets for Good account until further notice.

Neither Tickets for Good, the third party supplier, nor the venue will not take responsibility for any loss of personal property whilst at the event.

### **Availability and Delivery**

Tickets may be subject to restrictions on how many (per person) can be ordered. This varies with each event so you need to check the ticket information carefully before you place an order, Tickets for Good reserves the right to revoke tickets purchased exceeding the maximum amount allowed per person for the particular event, and provision of a refund is at our discretion.

For some events, a PDF delivered to your email will continue multiple tickets, which will allow entry for multiple persons. Your full group should arrive at the event at the same time. Failing to do so may result in delayed, or refused entry. If purchasing tickets for a large group, and not everyone is likely to arrive at the same time, then please purchase tickets separately. Tickets for Good are not responsible for any refusal of entry on the basis that not all your party has arrived together.

It is your responsibility to read and understand the specific terms under which we are providing a ticket or booking access. Each event has different methods by which you can access a ticket. Sometimes this will include provision of a third party access method, which will require you to provide data to, or book via, one of our partners. Tickets for Good will always make every effort to ensure that these terms and instructions for access are clear and legible for our members. Failure to follow clear instructions to access tickets or booking information is not the responsibility of Tickets for Good. If you are unable to access a ticket where this information is present and appropriate, we reserve the right not to refund your booking fee.

Physical tickets are a rarely used method of delivery, but you should always check the terms of your booking to ensure you have left enough time for physical tickets to be dispatched, if this is an available method. You are solely responsible for ensuring you will receive a physical ticket in good time, if you have selected this method. However, if notified, Tickets for Good will endeavour to make alternative arrangements to allow you to attend an event, if there are delays to physical delivery that are outside yours and our control (for example, postal delays).

### **Risk and Title**

Ownership of tickets will only be granted once we have received the full payment owed; this includes any postage fees on physical tickets. E-tickets dispatched by Tickets for Good will be at your risk from the time you receive the order confirmation email from us. Tickets dispatched from a third party, using booking information provided by us, are subject to the terms and conditions of the third party.

## **Price and Payment**

The prices of tickets will be as quoted on the website and our booking fee on each ticket is clearly stated.

We charge a booking fee which goes directly to The Ticket Bank Ltd (trading as Tickets for Good). If there are other fees besides our booking fee that you will need to pay, we will notify you before you check out.

Prices of tickets are subject to change, however once a ticket has been purchased, a change in the price of a ticket will not affect an order already processed.

In the event that a ticket is wrongly priced, if the price of the ticket is less than the price it has been sold for, Tickets for Good will refund the difference paid to you. If the price of the ticket is higher than the price sold for then we may either contact you with instructions of what to do or we may cancel your order and notify you of any such cancellation.

Payments must be made by credit or debit card. Payments must be made by credit or debit card. No credit line or other deferred payment options are available. In addition to credit and debit cards, we accept payment services such as Apple Pay, Google Wallet, iDEAL, and other select alternative payment methods.

In the event that the venue/event organiser has oversold an event, or must reduce the allocation for any reason which is down to human error, you will be entitled to a full refund. We will provide a refund automatically in these circumstances.

## **Refunds and Exchanges**

Once the order has been approved, tickets cannot be exchanged or refunded after purchase, unless the event is cancelled. If an event cancellation occurs, if it is rearranged then we will provide any necessary replacement confirmation or ticket to ensure you have access to an equivalent value, or will ensure entry is possible using your existing documentation, and confirm this to you.

In the event that you are unable to attend on the rescheduled date, or if the event is not rescheduled, please note Tickets For Good booking fees are non-refundable.

Where there is also a payment paid to the event organiser directly, tickets and/or bookings are by default non-refundable. Any refund of the face value of the ticket is at the event organiser's discretion. We will request that the event organiser provides you with an appropriate refund or alternative ticket option, but your ticket purchase is subject to the event organiser's own terms and conditions for refund.

The promoter/event organiser reserves the right to make any amendments to the event details without the obligation of making a refund or exchange of tickets. You may request a

refund of the face value directly to the event organiser if any payment has been made directly to them. In the event that a refund is refused, we will endeavour to mediate the situation between you and the promoter. However we cannot guarantee and will not be held liable for the refusal of refund by the promoter.

Only the person who purchased the ticket can obtain a refund.

### **Our Liability**

We are in no way indemnified from being liable for death or personal injury as a result of our negligence, under section 2 of the Consumer Protection Act 1987.

Our liability will also not be limited in the case of fraudulent misrepresentation or for any other illegal action taken on our behalf.

Tickets for Good are only liable for personal losses, as a result of our breach of these terms and conditions, up to but not exceeding the full price of the ticket.

If the promoter/event organiser cancels or changes the details of the event, we are not accountable for any postponements, cancellations, or any other alteration to the specific details of the event. As we act as an agent between you and the third party ticket seller, the individual liability of the third parties is set out in their own terms and conditions, which you should familiarise yourself with. These will be located on the promoters website or available upon request.

### **Transfer of Rights and Obligations**

The contract between you and us is legally binding, and to whomever our successors may be. You must not assign, transfer or dispose of a contract with us without prior written consent.

During the contract, we may assign, transfer or dispose of a contact at any given time, however we will make you aware of this when such action is taken.

### **Written Communications**

As per state mandate, it is a requirement that some of the information that we communicate to you, be delivered in written format. When using the Tickets for Good website you accept that the majority of our communication with you will be electronic.

We shall deliver this information via email or over the medium of posted notices on the site itself and via email to your listed email address. By becoming a member of Tickets for Good, you agree to this electronic method of communication and you accept that all contracts, notices, information and other communications that we provide to you, electronically, comply with any legal requirement that necessitates such communications be in writing. This condition does not affect your statutory rights.

### **Events Outside of Our Control.**

In the event that there is a failure to perform any of our obligations under contract, which is caused by events outside of our control (force majeure), we will not be held responsible. This includes occurrence, non-occurrence, event, accident or omission beyond our (reasonable) control. This includes in particular, but without limitation to (a) civil commotion, act of or threat of war or terrorist attack, (b) industrial action (strikes, lock-outs), (c) natural disasters and fires (d) infeasibility of use of public or private transport and telecommunication systems/networks, (e) or any act of any government.

In the event a force majeure event occurs, we will have an extended amount of time to perform our operation, up to the time the event lasts. We endeavour to resume full service as quickly as possible and as soon as we are able.

### **Waiver**

If at any point we fail to insist you meet the requirements of these terms and conditions, or if in any way we fail to perform the rights to which we are obliged to give under contract, then this shall in no way waive such rights and obligations from either you or us.

Waivers of these terms and conditions shall only be effective if we explicitly state to you in writing.

### **Severability**

If any provisions made in these terms and conditions or contract are deemed to be unlawful, unenforceable or invalid then such terms will be severed from the rest of the terms, which will continue to be valid fully by law.

### **Overall Agreement**

These terms and conditions and any documents expressed in them form an overall agreement between you and us in relation to the contract and they supersede any prior understanding, arrangement or agreement between you and Tickets for Good.

We both agree that by entering into such a contract neither party has relied on any prior agreement, representation, or promise made whether it to be implied in anything said in oral or written consultation prior to this contract arrangement, except expressed explicitly in these terms and conditions.

We rely upon everything in these terms and conditions and any document expressed explicitly within them in relation to any contractual agreement between you and us. We accept responsibility for any representations or statements made by our authorised agents, however you must make your inquiry about any deviations/variations to the terms and conditions in writing.

### **Our Right To Amend**

We have the right to amend and update these terms and conditions as we see fit, in order to reflect changes in the market, or our methods of service or any other major changes whether internally or externally, relating to the service we provide to you.

You will be governed by policies within the terms and conditions at the time of purchase so you must make sure you read them each time you make a purchase. In the event that we have to change the terms and conditions before we have dispatched your tickets, we will make you aware of this via email. If there is a problem with any amendments we have made you can contact us within 7 days of receiving your order via this link: <https://www.ticketsforgood.org/support>.

### **Law and Governing Body**

These terms and conditions shall be governed by English law, and you agree that any dispute between you and us regarding them or any Contract will only be dealt with by the English courts, provided that, if you live in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will only be dealt with by the courts there. Nothing shall prevent us from bringing proceedings to protect our intellectual property.

### **Contacting us**

All correspondence concerning this agreement and your use of Tickets for Good can be conducted via this link: <https://www.ticketsforgood.org/support>