

Customer Purchase Policy (Third Party Merchant Service)

1 Mar 2024

Our goal at TicketSource is to make the experience of purchasing tickets efficient and straightforward. This Purchase Policy has been adopted to ensure your understanding of the process to purchase tickets on ticketsource.co.uk and incorporates our terms of use by this reference.

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1. WHO YOU ARE BUYING FROM

TicketSource provides the software system by which Event Organisers make their tickets available for purchase online by you, the Customer.

As the Event Organiser has chosen to use their own merchant service, you are purchasing tickets directly from the Event Organiser.

TicketSource merely facilitates the transaction between you and the Event Organiser. TicketSource is not in receipt of ticket monies for the Event Organiser at any time. We do not set ticket prices or determine availability or location of seating. We simply handle the booking process when you purchase tickets online.

The ticket purchase contract therefore exists between the ticket-buying Customer and the Event Organiser.

2. EVENT INFORMATION

All details of Events including, but not limited to, performance times, venue, ticket prices and seat availability are entered onto the TicketSource website by the Event Organiser. The accuracy of all such information is at all times the responsibility of the Event Organiser.

3. TICKET SALES PROCESS

You can search the TicketSource site by event name, location and/or date to navigate to the specific event in which you are interested. You may then specify:

- a) the venue section or price category in which you wish to buy seats;
- b) the quantity of seats you wish to buy;
- c) where relevant, the position of those seats.

The site will then display the payment due for the seats specified which will include any booking fees or delivery fees (if applicable). You will then be asked to select your preferred method of

payment and having entered and submitted credit or debit card details, the Event Organiser's merchant service will charge the card issuer the appropriate amount. On completion of the transaction, the chosen seats will be registered in your name and you will be sent confirmation of booking via email.

Details of the Event Organiser's business name, statement descriptor and contact telephone number are included in your booking confirmation email and eticket.

We recommend that when using the site you ensure that you are only using one browser window. Using multiple browser windows could result in you losing your ticket selection, duplicate charges or timer expiration. When making payment, you must not use the "back" button on your browser as this may cause you to lose your ticket selection or result in a duplicate booking.

4. CURRENCY

Payment for tickets sold through TicketSource are in British Pounds.

5. ORDER CONFIRMATION

Order confirmation will take the form of a summary web page at the end of the purchase sequence. This will be followed by a booking confirmation email dispatched to you. Both contain details of the tickets purchased and a unique purchase reference number, which acts as your proof of payment and may be used by the Event Organiser as an eticket.

If you do not receive a confirmation number (in the form of a confirmation page or email) after submitting payment information, it is your responsibility to confirm with our Customer Service Department whether or not the order has been completed, as only you may be aware of any problems that may occur during the purchase process. TicketSource will not be responsible for losses (monetary or otherwise) if you assume that an order was not placed because you failed to receive confirmation.

Any ticket-holder unable to present confirmation of purchase in the form of a print out of the email (or web page equivalent) and valid identification indicating they are the individual named on the confirmation may not be admitted to the event, and will not receive a refund.

6. DISPATCH OF TICKETS

Tickets can be issued in three different formats:

Etickets (emailed to you immediately following the successful purchase of tickets. You can download the tickets or save them to your Apple or Google Wallet);
Traditional tickets (sent to you by post (time permitting) prior to the event). TicketSource will endeavour to dispatch your tickets within 72 hours of your booking. If your tickets have not arrived within 5 working days of the booking, please contact us.

It is the purchaser's responsibility to ensure that correct ticket delivery information is provided (email address or postal address) as incorrect information will result in tickets not being successfully delivered. TicketSource will not be held liable for ticket refunds, ticket exchanges or any other costs arising as a result of incorrect information provided by the customer.

If tickets are not received immediately following completion of the booking (etickets) or within five working days (postal tickets) the purchaser must contact TicketSource prior to the event to enable us to update the contact information and re-send tickets. Additional charges may apply to re-send postal tickets.

Charges may apply to the dispatch of some tickets (standard post). Charges will be listed through the purchasing process. Ticket delivery fees are non-refundable.

7. REFUND PROTECTION

TicketSource offers optional refund protection through XCover should you or anyone in your party be unable to attend the event due to:

Adverse weather including snow, frost, fog or storm where the government has issued travel warnings.

Injury, illness or death happening to you, or an immediate family member.

Burglary or fire at your residence in the 48 hours immediately before the event.

Breakdown, accidents, fire or theft of a private vehicle on route to the event.

Unexpected disruption of the public transport network.

Refund protection does not cover situations where the refund is the responsibility of the Event Organiser (e.g. event cancellation, postponement, etc) and only relates to reimbursement of the tickets and not any travel or associated costs.

By purchasing refund protection, you are agreeing to the XCover terms and conditions which can be found here.

To find out more or to make a claim through XCover, visit the XCover information guide here.

XCover offer a 14 day cooling off period, so you can choose to cancel your refund protection within this time frame. Refund protection cancellation requests should be sent to support@ticketsource.co.uk

XCover is a third party service. TicketSource is not responsible for any claims made through XCover.

8. EXCHANGES AND REFUNDS

Before placing a booking, carefully review your event and ticket selection. Once purchased tickets cannot be exchanged or refunded unless the Event is cancelled, moved to another date, or if details of the Event are significantly changed after a booking is placed (significant changes being a change of headline act (concerts only), performance title, venue or show time).

The varying exchange and refund policies set forth by Event Organisers prohibit TicketSource from initiating exchanges or refunds after a booking is placed or if a ticket is lost or stolen. In the event of such reversal of transaction being desired, you should contact the Event Organiser directly, as they may, at their discretion, agree to your wishes.

As the Event Organiser has chosen to use their own merchant service, the Event Organiser is solely liable for honouring any refunds.

Booking fees whether originally presented as a separate item or included within the stated face value of the ticket are non-refundable unless an event is cancelled or significantly changes (please see point 9).

9. CANCELLED AND POSTPONED EVENTS

It is the responsibility of the Event Organiser to notify you if an event is postponed or cancelled and TicketSource provides Event Organiser's with the ability to send an email to all ticket-holders. It is the ticket-holders responsibility to ensure that a correct email address is provided to receive event update messages.

It is your responsibility to check whether the Event is going ahead at the scheduled date, time and venue, and TicketSource cannot guarantee that they will inform you of any changes to the event date, time or venue. You must notify TicketSource of an event cancellation no later than the Monday following the event date.

TicketSource will under no circumstances be responsible for any remedy for inconvenience, consequential expenses incurred or any other loss or damages resulting from the cancellation or postponement of any Event.

Event Cancellation

If an Event is cancelled by the Event Organiser (i.e. a cancellation due to circumstances beyond the Event Organiser's control), TicketSource will initiate a refund for the purchase price of your tickets and any booking fees. Ticket delivery, refund protection and telephone service fees are non-refundable.

TicketSource is normally notified in advance of any pending Event cancellation by the Event Organiser. We then automatically initiate refunds to all tickets purchasers. You can also notify TicketSource directly if you discover that an event has been cancelled by emailing cancellations@ticketsource.co.uk no later than the Monday at noon following the event.

As the Event Organiser has chosen to use their own merchant service, TicketSource will send the request for a refund however the Event Organiser is solely liable for honouring any refunds.

Event Postponed or Change of Venue

If an Event is moved from its advertised venue and / or the date is changed, tickets already purchased may remain valid should you wish to attend the revised Event. If not, TicketSource will initiate a refund for the purchase price of your tickets and any booking fees. Ticket delivery fees, refund protection and Telephone Service fees are non-refundable. You must contact TicketSource as soon as possible and no later than one working day prior to the revised event date to request a refund. After this cut-off time, TicketSource is unable to offer refunds and requests should be directed to the event organiser who may refund at their discretion, but this is not guaranteed.

Significant Change to Event Line-up

Should the headline artist (concerts only) not appear or if there is a change to the named performance - as stated in the TicketSource platform booking pages at the time of purchase - TicketSource will on request initiate a refund of the purchase price of your tickets and any booking fees. Ticket delivery fee, refund protection and Telephone Service fees are non-refundable. You must contact us as soon as possible and no later than one working day prior to the event date to request a refund. After this cut-off time, TicketSource is unable to offer refunds and requests should be directed to the event organiser who may refund at their discretion, but this is not guaranteed.

For significant changes to the content of an event, Customers should direct their refund request towards the Event Organiser for consideration.

Event Specific Refund and Exchange Terms and Conditions

Some Event Organisers will explicitly stipulate that cancellation due to weather, act of God or any other unavoidable eventuality will not result in a refund. If such terms have been applied, they will be displayed on the booking page for you to read in the course of the booking process and; having been so displayed; shall prevail over the provisions above, meaning that no refund will be due.

10. DONATIONS AND GIFT AID

Some Event Organisers will provide an option to make a financial donation as part of the booking process. The purchaser is under no obligation to make a donation. Should you add a donation to your booking, TicketSource will forward your donation to the Event Organiser less a 5% administration fee.

If a donation request is stated to be valid for Gift Aid, you confirm that you are a UK taxpayer in accordance with the requirements of the Gift Aid Scheme. If you choose to make a Gift Aid donation, your personal information may be used by the relevant Event Organiser so they can reclaim your Gift Aid amount.

Should an event be cancelled and you booked via TicketSource, we will send the request for a refund however the Event Organiser is solely liable for honouring any refunds.

If you choose to make a Gift Aid donation, your personal information may be used by the relevant Event Organiser so they can reclaim your Gift Aid amount.

11. UNLAWFUL RESALE OF TICKETS

The unlawful resale (or attempted unlawful resale) of a ticket is grounds for seizure or cancellation of that ticket without refund or other compensation.

12. TERMS AND CONDITIONS OF THE EVENT ORGANISER

This ticket is issued subject to the terms and conditions of the Event Organiser. If applicable, the details of an Event Organiser's terms and conditions will be available through the purchasing process or at the venue box office. Breach of any of these terms and conditions or any unacceptable behaviour likely to cause damage, nuisance or injury shall entitle the Event Organiser to eject you from the venue.

It is your responsibility to comply with any age restrictions which apply to the event or the venue where the event is being held.

13. QUERIES AND COMPLAINTS

As TicketSource is the software provider, any disputes or complaints regarding an event or ticketing should be directed to the Event Organiser. You can contact the Event Organiser via the TicketSource website <https://www.ticketsource.co.uk/help#contact-eo>. If your complaint is due to an event cancellation, change of date, change of venue or change of named headline act (concerts only) please refer to Section 9 above. If you have a query or complaint regarding TicketSource, please send your comments by email to support@ticketsource.co.uk where we will try to resolve your query or instigate our complaints procedure on your behalf.

If we are unable to settle any dispute by negotiation and you are not satisfied with our final response, you may attempt to settle it through Alternative Dispute Resolution and can contact The Society of Ticket Agents and Retailers (STAR). We are members of STAR and they provide a free and approved dispute resolution service for customers of STAR members.

You can reach STAR via their website, www.star.org.uk/dispute-resolution. Alternatively, if you would prefer to write to them, their address is:

Society of Ticket Agents and Retailers
Blake House
18 Blake Street
YORK
YO1 8QG

As an online trader, pursuant to European legislation, you may use the following link to the European Commission's Online Dispute Resolution platform [here](#), where you can access further information about online dispute resolution.

14. YOUR PRIVACY

We believe that the privacy of all our Users is important, but we place particular emphasis on the privacy of our ticket buying Customers. Please refer to our Privacy Policy for full details.

15. DISCLAIMER

The site and its content are delivered on an "as-is" and "as-available" basis. TicketSource disclaims all warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose.

TicketSource does not promise that the site will be error-free, uninterrupted, or that it will provide specific results from use of the site or any content, search or link on it.

TicketSource cannot ensure that files you download from the site will be free of viruses or contamination or destructive features.

TicketSource 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 damage. TicketSource makes no guarantee of any specific result from use of this site or use of the TicketSource service.

16. LIMITATION OF LIABILITY

Whilst we endeavour to ensure that the website is fully operational at all times, on those occasions when there are interruptions to service due to essential maintenance, system upgrades, internet service interruptions or any other factors beyond our control, TicketSource will not be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, or for lost profits, revenues or business opportunities, even if TicketSource has been advised of the possibility of such damages.

Neither TicketSource nor the Event Organiser shall be liable for any loss of enjoyment or wasted expenditure. Personal arrangements including travel, subsistence and accommodation relating to the Event which have been arranged by you are at your own risk.

TicketSource cannot be held liable for any refunds if the Event Organiser has chosen to use their own merchant service. In these circumstances, ticket monies are held by the Event Organiser and they are legally liable for any refunds that fall due.

TicketSource disclaims any and all liability for the acts, omissions and conduct of any third party users, TicketSource users, advertisers and / or sponsors on the site, in connection with the TicketSource service or otherwise related to your use of the site and /or the TicketSource service. TicketSource 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 reference on the site.

Notwithstanding the foregoing, nothing in the Agreement shall be taken to limit or exclude any liability which TicketSource may have for (i) death or personal injury arising from TicketSource negligence; (ii) fraudulent misrepresentation; or (iii) any liability that cannot be excluded or restricted by law.

17. TRADEMARKS

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