



## **Standard Terms & Conditions of Sale of Tickets**

Tickets advertised by us on our website [www.portsmouthguildhall.org.uk](http://www.portsmouthguildhall.org.uk) and in advertising ("Official Advertisements") are sold by us, namely The Guildhall Trust (Registered Charity: 1153358).

### **Contract**

1. We are entitled to refuse any order placed by you.
2. We will notify you by confirmation - over the telephone or in writing or by online confirmation if we accept your order. That acceptance will be deemed to have been effectively communicated to you when we make that communication (whether or not you receive such communication). Such acceptance remains subject to the condition that tickets are available for the events selected by you until such time as tickets, or e-tickets, with the confirmed seat numbers written on them, have been issued to you.
3. No order will be accepted until we have received payment of the whole of the price of the tickets that you order.
4. By accepting your order we bring into existence a legally binding contract between ourselves and you.
5. If you are ordering tickets which you have seen advertised by us on our website, by contacting us and placing an order via phone, in person or via Eventim, you confirm that you have read and accepted these terms and conditions.
6. When ordering tickets via our website, the website will not prevent you from making infeasible bookings such as tickets to two different performances at the same time. If an erroneous booking is made, a refund will not be given in any circumstances.

### **Price and Dispatch**

1. The price payable for the tickets is as set out on our website. We reserve the right to change prices without prior notice, please check when booking your tickets.
2. Tickets will normally be dispatched with your confirmation at the time of booking.

3. Tickets may not be dispatched immediately where a promoter gives alternative instructions about the dispatch of tickets. However, you will be given notification of dispatch once you have ordered your tickets.
4. Once you have received your tickets, you should check them and you must inform us of any errors within two working days, or before the performance, whichever is sooner.

## Events

1. By ordering and attending Events sold by The Guildhall Trust you agree to the House Rules of the specific Event and Venue which are in place for the safety and wellbeing of all. Failure to comply with the House Rules will result in access to the venue being denied or you being asked to leave the venue, and a refund will not be given. *House rules can be viewed here.*
2. The Guildhall Trust, the Management of the venue at which the Event is taking place and/or the promoter of the Event each reserves the right to:
  1. Refuse admission to you
  2. Request latecomers to await admission to an Event until there is a convenient break in the Event.
  3. Refuse re-admission to those leaving during the Event
  4. Request that you leave the Event
  5. Make alterations to the advertised details of the Event (including principals and cast members) and make alterations to the script or the content of any particular Event at any time up to and including and during the Event.
3. If, at any time during the Event it is cancelled, postponed, suspended or delayed for any reason, The Guildhall Trust reserve the right not to make any refunds nor will they be liable for any loss caused by such cancellation, postponement, suspension or delay.
4. All patrons attend an Event entirely at their own risk.

## Special Circumstances

1. In relation to tickets sold by us for Events:
  1. No refunds will be given except in the event of cancellation of an Event prior to the Event.
  2. You may list tickets for selected Events for resale, at the original ticket price, through your customer account up to 24 hours before the Event. If sold, funds (minus a 5% administration charge) will be returned to you as customer credit on your account. Tickets not sold through resale will be removed 6 hours prior to the event and no funds will be due.
  3. Tickets which are resold or transferred by anyone other than The Guildhall Trust or one of its businesses or authorised agents will become void and the holder may be refused entry.
  4. We reserve the right to reallocate your seats from those originally purchased.

5. Where an Event (or part of it) is scheduled to take place out of doors, you should assume (unless notified otherwise) that the Event will not be cancelled or postponed in the event of inclement weather conditions.

## **Liability**

1. Although we will do our best to correct our errors and omissions on our part as quickly as practicable after being notified of them, we do not accept any liability for any errors or omissions, howsoever caused and we reserve the right to change information, specifications and descriptions of listed Events at any time.
2. We do not accept liability for any losses or claims arising from any inability to access our web site or any failure to complete a booking on the website or with our booking office.
3. We do not accept any liability for any indirect or consequential loss of any kind in contract, tort or otherwise arising out of the use of the website or the purchase of any tickets or other goods or services from us by whatever means.
4. We will only be liable for direct loss (save in the case of death or personal injury arising from negligence) up to a maximum total of the price of the tickets or other goods or services purchased in respect of any claim.
5. Nothing in this clause 5 is, however, intended to limit any rights you may have as a consumer that may not be excluded by law.

## **Termination**

1. We retain the right to terminate this contract and/or suspend or terminate our website and the information published thereon or on our Official Advertisements immediately and without notice to you. In the event of termination the consent given by you shall continue to apply beyond the lifetime of this contract.

## **Continued use of our website or continued course of ordering tickets by other methods**

1. We reserve the right to change and amend these terms and conditions from time to time. Your continued use of or access of our website or continued ordering of tickets by any other method after such change or amendment (without your specific review of our terms and conditions listed on our website or available elsewhere) shall be deemed to confirm your acceptance of any such change or amendment. It is your responsibility to check these terms and conditions regularly to determine whether any such amendment has been made. If you do not wish to be bound by any revised terms and conditions, you should stop using and accessing our website or ordering tickets by any other method.

## **Invalidity**

1. If any part of these conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## **No Waiver**

1. No failure or delay on the part of any of the parties to these conditions relating to the exercise of any right, power, privilege or remedy provided under these conditions shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any breach by the other party to these conditions.

## **Force Majeure**

1. We shall have no liability to you for any failure to deliver or supply tickets or other goods or services you have ordered or any delay in doing so or for any failure to commence or complete any Event or for any damage or defect or loss arising from any tickets provided or the execution of any Event that is caused by any event or circumstances beyond our reasonable control.

## **Governing Law**

1. Our websites and our Official Advertisements are controlled, produced and operated by The Guildhall Trust from our offices in the United Kingdom. The Guildhall Trust makes no representations that the materials and information displayed on or accessible via our website are appropriate or available for use in other locations and access to them from jurisdictions where their contents are illegal is prohibited. The contract between us and you shall be governed by and interpreted in accordance with English law, and the English courts shall have jurisdiction to resolve any disputes.

## **Entire Agreement**

1. These terms and conditions, together with the terms and conditions of the use of our website and the prices, delivery details and contact details set out on our website, set out the whole of our agreement relating to the supply of the tickets and any other goods or services to you by us. These terms and conditions cannot be varied except in writing signed by one of our directors. In particular nothing said by any sales person on behalf of us should be understood as a variation of these terms and conditions or as an authorised

representation about the nature or quality of the tickets, goods or services offered for sale by us. We accept no liability for any such representation being untrue or misleading.

## EVENT CANCELLATIONS AND ALTERATIONS

1. If an event is cancelled, rescheduled or materially altered, we will use reasonable endeavours to notify you once we have received the relevant information and authorisation from our Event Partner. However, we cannot guarantee that you will be informed of such cancellation, rescheduling or alteration before the date of the event. It is your responsibility to ascertain whether an event has been cancelled, rescheduled or altered and the date and time of any rescheduled event.
2. **Cancellation:** If an event for which you have purchased Tickets or Packages is cancelled in full (and not rescheduled), your order will be cancelled, and you will be refunded the Sale Price of your Tickets or Packages (Service Charges and Order Processing Fees may be non-refundable). If you have purchased Tickets or Packages for an event takes place over several days and one or more days (but not all days) are cancelled, you may only be offered a proportionate partial refund.
3. **Rescheduling:** If an event for which you have purchased Tickets or Packages is rescheduled, Tickets and Packages will usually be valid for the new date. If you notify us within the specified deadline that you are unable to attend the rescheduled event, you will be able to cancel your order and obtain a refund of the Sale Price of your Tickets or Packages (Service Charges and Order Processing Fees are non-refundable). Failure to notify us within any specified deadline that you are unable to attend the rescheduled event will be deemed to be a reconfirmation of your order for Tickets or Packages for the rescheduled event, and you will not be able to claim a refund.
4. **Material Alteration:** If an event for which you have purchased Tickets or Packages is “materially altered” (as defined in clause 5 below), Tickets and Packages will usually be valid for the altered event (or you will be offered Tickets or Packages of a value corresponding with your original Tickets or Packages for the altered event, subject to availability). If you notify us within the specified deadline that you do not wish to attend the altered event, you will be able to cancel your order and obtain a refund of the Sale Price of your Tickets or Packages (Service Charges and Order Processing Fees are non-refundable). Failure to notify us within any specified deadline that you do not wish to attend the altered event will be deemed to be a reconfirmation of your order for Tickets or Packages for the altered event, and you will not be able to claim a refund.
5. For the purposes of this Purchase Policy, a “**material alteration**” is a change (other than a rescheduling) which, in our and the relevant Event Partner’s reasonable opinion, makes the event materially different to the event that purchasers of Tickets, taken generally, could reasonably expect. In particular, please note that the following are not deemed to be “material alterations”: adverse weather conditions; changes of any supporting act; changes to individual members of a band; changes to the line-up of any multi-performer event (such as a festival); curtailment of the event where the majority of an

event is performed in full; and delays to the starting of the performance of an event.

6. To claim a refund under the above stated clause, please follow the instructions we provide to you.
7. Refunds will be made using the same means of payment as you used for the initial purchase.
8. If you have purchased any Upsells associated with an event which has been cancelled, rescheduled or materially altered and a refund in relation to the Tickets is due to you in accordance with clause the above clauses, unless the Upsell is a product and has already been delivered to you we will also refund you the Sale Price of such Upsells purchased from us. However, nothing in this clause 11 shall operate to exclude your statutory right to cancel orders for Upsells other than Excluded Upsells.