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## SEAMLESS ENTERTAINMENT TERMS AND CONDITIONS

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### BACKGROUND:

These Terms and Conditions are the standard terms for the provision of event management services by Seamless Entertainment Limited, trading as a Limited company registered in England under number 12104249, whose registered address is Exchange House, St. Cross Lane, Newport, England, PO30 5BZ.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Business Day”</b>	means any day other than a Saturday, Sunday or bank holiday;
<b>“Calendar Day”</b>	means any day of the year;
<b>“Contract”</b>	means the contract for the provision of Event Management Services, as explained in Clause 3;
<b>“Deposit”</b>	means an advance payment made to Us under sub-Clause 5.5;
<b>“Event”</b>	means the event for which you require the Event Management Services as described in your Order;
<b>“Event Management Services”</b>	means the event management services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
<b>“Month”</b>	means a calendar month;
<b>“Price”</b>	means the price payable for the Event Management Services;
<b>“Special Price”</b>	means a special offer price payable for Event Management Services Which We may offer from time to time;
<b>“Order”</b>	means your order for the Event Management Services [as attached] <b>OR</b> [as shown overleaf];
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order as described in Clause 3; and
<b>“We/Us/Our”</b>	means, trading as Seamless Entertainment, a Limited Company registered in England under number 12104249, whose registered address is Exchange House, St. Cross Lane, Newport, England, PO30 5BZ.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

## **2. Information About Us**

- 2.1 Seamless Entertainment, trading as, is a Limited Company registered in England under number 12104249, Exchange House, whose registered address is St. Cross Lane, Newport, England, PO30 5BZ.

## **3. The Contract**

- 3.1 These Terms and Conditions govern the sale and provision of Event Management Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The main characteristics of the Event Management Services;
  - 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);
  - 3.4.3 The total Price for the Event Management Services including taxes or, if the nature of the Event Management Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
  - 3.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Event Management Services;
  - 3.4.5 Our complaints handling policy;
  - 3.4.6 Where applicable, details of after-sales services and commercial guarantees; and
  - 3.4.7 The duration of the Contract, where applicable, or if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract.

## **4. Orders**

- 4.1 All Orders for Event Management Services from Us made by you will be subject to these Terms and Conditions.
- 4.2 You may change your Order after receiving the Order Confirmation, before the Event begins.
- 4.3 We will use all reasonable endeavours to accommodate any requested changes but cannot guarantee that We will be able to do so.

- 4.4 If doing so means that We will incur higher costs, We will inform you and ask you how you wish to proceed before taking any action. We will not charge you a higher Price without your express agreement.
- 4.5 You may cancel your Order within 14 days of placing it. If you have already made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded to you within 28 days. If you request that your Order, be cancelled, you must confirm this in writing. If you wish to cancel the Event Management Services after this time, or once We have begun providing them, please refer to Clause 10.
- 4.6 We may cancel your Order at any time before We begin providing the Event Management Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform you as soon as is reasonably possible. If you have made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

## **5. Price and Payment**

- 5.1 The Price of the Event Management Services will be calculated in accordance with Our via the ticket company (TICKET LINE) in place at the time of your Order. If the Price shown in your Order differs from THE current Price, We will inform you upon receipt of your Order.
- 5.2 If We quote a Special Price which is different to the Price shown in Our current company (TICKET LINE), the Special Price will be valid for 7 business days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.
- 5.3 Our Prices may change at any time, but these changes will not affect Orders that We have already received.
- 5.4 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 5.5 Before We begin providing the Event Management Services, you will be required to pay The full ticket price as displayed on the ticketing website. The due date for payment of your tickets will be included in the Order Confirmation from the ticketing company.
- 5.6 In certain circumstances, if your Order is cancelled, you will be refunded in full or in part. The amount due will be calculated based upon the Price for the Event Management Services, and the amount of work (if any) already undertaken by Us. Please refer to sub-Clause 4.3 if you cancel your Order, to sub-Clause 4.4 if We cancel your Order, or to Clause 10 if the Event Management Services are cancelled after they have begun.

- 5.7 The balance of the Price will be payable no later than the time of booking your tickets for the event prior to the date of the Event.
- 5.8 We/ticketing companies accept the following methods of payment:
- 5.8.1 Mastercard;
  - 5.8.2 Visa Card;
  - 5.8.3 BACS;
  - 5.8.4 Bank Transfers
  - 5.8.5 Debit Cards
- 5.9 Credit and/or debit cards will be charged a 2% handling fee.
- 5.10 If you do not make payment to Us by the due date. We may charge you interest on the overdue sum at the rate of 2 and 4% per annum above the base lending rate of Barclays Bank from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum. [If payment of the Price is required before your Event begins, please note that failure to make the payment by the due date may result in Us not providing the Event Management Services. If this occurs, We will retain your Deposit in full to cover preparatory work already undertaken and Our lost opportunity to provide services to another customer, and may still demand further payment for any part of the Event Management Services that We have already provided (including, but not limited to, preparatory work).]
- 5.11 The provisions of sub-Clause 5.11 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

## **6. Providing the Event Management Services**

- 6.1 As required by law, We will provide the Event Management Services with reasonable skill and care, consistent with best practices and standards in the event management market, and in accordance with any information provided by Us about the Services and about Us.
- 6.2 Subject to the receipt of all payments due, We will provide the Event Management Services as specified in the Order Confirmation.
- 6.3 We will make every reasonable effort to provide the Event Management Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 9 for events outside of Our control.
- 6.4 If We require any further information, items or action from you in order to provide the Event Management Services, We will inform you of this as soon as is reasonably possible.
- 6.5 If the information or items you provide, or the action you take under sub-Clause 6.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result.

- 6.6 If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or items that you have provided or action that you have taken, We may charge you a reasonable additional sum for that work.

## **7. Problems with the Event Management Services and Your Legal Rights**

- 7.1 We always use reasonable efforts to ensure that Our provision of the Event Management Services is trouble-free. If, however, there is a problem with the Event Management Services We request that you inform Us as soon as is reasonably possible (you do not need to contact Us in writing).
- 7.2 We will use reasonable efforts to remedy problems with the Event Management Services as quickly as is reasonably possible and practical in the relevant circumstances.
- 7.3 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us, any of our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or items provided by you, or incorrect or incomplete action taken by you, sub-Clause 6.5 will apply and We may charge you for remedial work.
- 7.4 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Event Management Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Event Management Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Event Management Services), you have the right to a reduction in price. If for any reason We are required to repeat the Event Management Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Event Management Services, You also have remedies if We use materials that are faulty or incorrectly described.

## **8. Our Liability**

- 8.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors).
- 8.2 Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 8.3 We provide Event Management Services for commercial use (or purposes). By making your Order, you agree that you will not use the Event Management Services for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 8.5 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Event Management Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
- 8.6 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## **9. Events Outside of Our Control (Force Majeure)**

- 9.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 9.2.1 We will inform you as soon as is reasonably possible;
  - 9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
  - 9.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Event Management Services as necessary;
  - 9.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 10.3.3;

- 9.2.5 If the event outside of Our control continues for more than 4 (four) weeks, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 10.5.3 and inform you of the cancellation.
- 9.2.6 Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 28 Calendar Days of Our cancellation notice.

## 10. Cancellation

- 10.1 If you wish to cancel your Order for the Event Management Services before the Event Management Services begin, you may do so under sub-Clause 4.3.
- 10.2 Once We have begun providing the Event Management Services, you are free to cancel the Event Management Services and the Contract at any time by giving Us 30 days' notice (which must be either given or confirmed in writing). If you have made any payment to Us for any Event Management Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. For Event Management Services We have already provided, the relevant sums will either be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.
- 10.3 If any of the following occur, you may cancel the Event Management Services and the Contract immediately by giving Us written notice. If you have made any payment to Us for any Event Management Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. For Event Management Services We have already provided, the relevant sums will either be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If you cancel because of Our breach under sub-Clause 10.3.1. You will be required to give 14 days' notice in these circumstances:
- 10.3.1 We have breached the Contract in any material way and have failed to remedy that breach within 28 days of you asking Us to do so in writing; or
- 10.3.2 We enter into liquidation or have an administrator or receiver appointed over Our assets; or
- 10.3.3 We are unable to provide the Event Management Services due to an event outside of Our control (as under sub-Clause 9.2.4); or
- 10.3.4 We change these Terms and Conditions to your material disadvantage.
- 10.4 We may cancel your Order for the Event Management Services before the Event Management Services begin under sub-Clause 4.4.
- 10.5 If any of the following occur, We may cancel the Event Management Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Event Management Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. For Event Management Services We have already provided, the relevant sums will either be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make

payment in accordance with Clause 5. We will not be required to give 14 days' notice in these circumstances:

- 10.5.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.11); or
  - 10.5.2 You have breached the Contract in any material way and have failed to remedy that breach within 14 days of Us asking you to do so in writing; or
  - 10.5.3 We are unable to provide the Event Management Services due to an event outside of Our control (for a period longer than that in sub-Clause 9.2.5).
- 10.6 For the purposes of this Clause 10 (and in particular, sub-Clauses 10.3.1 and 10.5.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 10.3.1 and Us under sub-Clause 10.5.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

## 11. Communication and Contact Details

- 11.1 If you wish to contact Us with questions or complaints, you may contact Us by email at [hello@seamlessentertainment.co.uk](mailto:hello@seamlessentertainment.co.uk)
- 11.2 In certain circumstances you must contact Us in writing. When contacting Us in writing you may use the following methods:
  - 11.2.1 Contact Us by email at [hello@seamlessentertainment.co.uk](mailto:hello@seamlessentertainment.co.uk); or
  - 11.2.2 Contact Us by pre-paid post at Seamless Entertainment Limited, Exchange House, Cross Street, Newport Isle of Wight PO305BZ.

## 12. How We Use Your Personal Information (Data Protection)

For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from Seamless Entertainment website.

## 13. Other Important Terms:

- 13.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing.  
  
Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

- 13.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 13.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions.
- 13.5 The remainder of these Terms and Conditions shall be valid and enforceable.
- 13.6 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.
- 13.7 Each ticket, regardless of outlet purchased, agent or channel, is subject to the Event Organiser's full terms and conditions of sale which are as follows:
- 13.8 In the case of any conflict or ambiguity between these conditions and those of the official Ticketing Agents, these conditions will prevail.
- 13.9 The purchase and succeeding possession of a ticket, or entry into an indoor Seamless Entertainment Event, namely, shall constitute an acceptance by the holder of the terms, conditions and advice detailed below and imply an undertaking on the part of the holder to observe them.
- 13.10 Attendees must be aged over 14s only. Proof of age may be requested to confirm eligibility for entry. Children must be accompanied by an adult at all times.
- 13.11 A valid physical ticket or e-ticket must be produced to get into the Event. Removing any part of, altering or defacing the ticket may invalidate it. All tickets will be scanned on arrival, duplicate barcodes will not permit entry to the event.
- 13.12 It is your responsibility to check your tickets as if you have made a mistake they cannot always be rectified after purchase.
- 13.13 It is your responsibility to look after your ticket. The Event Organiser will not be responsible for any ticket that is lost, stolen or destroyed.
- 13.14 It is not always possible to issue duplicate tickets where there is potential for both the original and duplicate tickets to be used, thereby compromising the licensed capacity of the venue.
- 13.15 Tickets are non-transferable. You may not re-sell or advertise tickets for sale for profit through any medium not authorised by the Promotor, through online auction or other websites, including the Event Organiser's own social media channels. To protect our customers, we reserve the right to delete any such third-party posts and will only promote the sale of tickets via authorised platforms.
- 13.16 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 or delivery fee.
- 13.17 Where there is not enough time to deliver tickets if you chose to receive your tickets by post, 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.

- 13.18 You will be able to collect your tickets when doors open prior to the start of the Event but not before.
- 13.19 The Event Organiser reserves the right to make an alteration to the advertised details without notification at short notice due to events or circumstances beyond their reasonable control (for which no person can be held responsible). This could include our ability to open the Event should a higher force (i.e. the government or statutory authorities) prohibit public access for safety reasons.
- 13.20 If this happens then the Event Organiser is not obliged to refund your money or exchange tickets (except in the case of Event cancellation of the entire event).
- 13.21 Tickets cannot be exchanged or refunded after purchase unless the performance is cancelled or rescheduled or where there is a material change to the programme of the Event. Where an Event is cancelled, or rescheduled due to circumstances beyond the Promotor's control, or where there is a material change to the programme of the Event, you will be entitled to claim a refund in accordance with clauses a, b and c below. Refunds shall only be made to the person who purchased the tickets and upon receipt of complete unused tickets, if received, promptly (e.g. within 14 days from the date of the Event).
- 13.22 It is your responsibility to ascertain whether the Event has been cancelled or re-scheduled and the date and time of any re-scheduled Event. Where an Event is cancelled or re-scheduled, the Promotor will use reasonable endeavours to notify you using the details provided at the time of ordering.
- 13.23 Should the Event be cancelled, or the line-up changed, the Organisers will not be liable for the payment of any compensation or for any loss of money and/or expenses/personal incidental (i.e. travel/accommodation) costs incurred.
- 13.24 **a) Cancellation:** If an Event for which you have purchased tickets is cancelled in full (and not rescheduled), you will be offered a refund of the face value sale price of your tickets. However, if you have elected to receive your tickets via post and the tickets have already been dispatched or delivered to you, you will not be entitled to a refund of your delivery or order processing fees.
- 13.25 **b) Rescheduling:** If an Event for which you have purchased tickets is rescheduled, unless otherwise indicated, you will be offered tickets of a value corresponding with your original tickets for the rescheduled event, subject to availability. If you are unable to attend the rescheduled event, you will be able to obtain a refund of the sale price of your tickets (for 7 days after the event scheduled date). However, if you have elected to receive your tickets via post and the tickets have already been dispatched or delivered to you, you will not be entitled to a refund of your delivery or order processing fees. Failure to inform the original ticket vendor within any deadline specified by the Event Organiser that you are unable to attend the rescheduled event will mean you will not subsequently be entitled to claim a refund.
- 13.26 **c) Other material alteration:** If an Event for which you have purchased tickets is "materially altered" (as defined below), other than a rescheduling, you will be offered the option either to reconfirm your order for the altered event or to cancel your order. If you cancel your order, you will be able to obtain a refund of the sale price of your tickets. However, if you have elected to receive your tickets via post and the tickets have already been dispatched or delivered to you, you will not be entitled to a refund of your delivery or order processing fees.

13.27 Failure to inform the original ticket vendor within the deadline specified by the Event Organiser that you wish to cancel your order in these circumstances will mean you will not subsequently be entitled to claim a refund. For the purposes of this purchase policy, a “material alteration” is a change which, in the Event Promotor’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”: changes of any supporting act; changes to individual members of a band; changes to the talent lineup due to unforeseen circumstances 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.

13.28 12. Our terms and conditions are subject to change if necessary. It is your obligation to check current policies.

**13.29 AT THE EVENT**

13.30 The following are not permitted to be brought into the Event:

13.31 i.) animals (with the exception of assistance dogs);

13.32 ii.) laser pens;

13.33 iii.) Your own food and drink;

13.34 iv.) any item which may be interpreted as a potential weapon including sharp or pointed objects (e.g. knives); and

13.35 v.) illegal substances or legal highs.

13.36 To ensure everyone’s safety, the Event Organiser and/or Venue reserves the right to conduct security searches and confiscate any item which, in the reasonable opinion of the security agent acting on behalf of the Promoter, may cause danger or disruption to other members of the audience, to the Event or is one of the items not permitted as listed above.

13.37 The Event Organiser and/or Venue reserves the right to refuse admission or eject any member of the public who becomes abusive or who behaves inappropriately or in any other reasonable circumstance. In this circumstance, no refund will be given.

13.38 You must comply with instructions and directions given by security staff and stewards; they are there to protect your safety.

13.39 By attending the Event, you consent to being filmed and/or recorded and may be featured as members of the audience in any resulting footage or photographs. This being a public Event, individual consent may not be sought.

13.40 Unauthorised professional photography or the use of professional recording equipment is prohibited and zoom lenses, audiovisual or cinematographic devices will not be permitted at the Event.

13.41 The Event Organiser reserves the right to open the doors at other times in the interests of safety. Door opening and closing times stated in relation to the Event are not indicative of the Event’s start or end time (or when an artist is scheduled to play or the length of the artist’s performance).

13.42 Only alcohol purchased from the licensed bar may be consumed at the Event. Smoking is not permitted unless within the designated smoking area (outdoors).

- 13.43 There will be a strict Challenge 25 policy operating at the bar. Challenge 25 means that every individual, who visually appears to be under 25 years of age and is seeking to purchase or be supplied with alcohol at the premises or from the premises, shall be required to produce identification proving that individual to be 18 years of age or older. Acceptable identification for the purposes of age verification will include a photographic driving licence, British passport, or photographic identification bearing the "PASS" logo and the person's date of birth. If the person seeking alcohol is unable to produce acceptable means of identification, no sale or supply of alcohol will be made to or for that person.
- 13.44 If you are under 18 you are committing an offence if you attempt to buy alcohol. Security patrols will be in operation.
- 13.45 **WARNINGS** – Prolonged exposure to loud music or noise may cause damage you're hearing. Special effects, which may include without limitation, sound, audio-visual, pyrotechnic effects or lighting effects may be featured at the Event, which may not be suitable for those with photosensitive epilepsy, or similar conditions. Also, please note that there could be performances which may contain language or material that may offend some people.
- 13.46 The Promoter accepts no responsibility for the provision of accommodation facilities recommended to our clients in good faith.
- 13.47 The Event Organiser shall not be liable for any loss or damage arising from your purchase of the ticket or attendance at the event including any disappointment or loss or damage to any personal property you bring to the venue (we advise you not to bring anything of value to the Event) but excluding any liability for death or personal injury caused as a result of the Event Promoters negligence, which shall be unlimited.
- 13.48 However, if found in any circumstances to be liable, the Event Promoter's liability shall be limited to the price paid for the ticket to the event.
- 13.49 If during the Event you have a complaint in relation to the Event please raise this with a member of the Event team and/or the Venue at the time of the Event to allow us the best possible opportunity to resolve the matter in a positive manner. Complaints are very difficult to deal with retrospectively after an Event has taken place.
- 13.50 **Consumer COVID Terms and Conditions**
- 13.51 From the 1st April 2022, there are no longer any restrictions relating to Covid-19.
- 13.52 In light of the recent Covid-19 pandemic, you understand that there are particular risks associated with attending any gathering.
- 13.53 We will take reasonable steps to comply with any relevant guidelines in force at the time of the Event, and we will make you aware of these measures either via our website, social media channels, onsite at the Event or via direct communication.
- 13.54 However, we cannot be responsible for the behaviour or health of other Event attendees and cannot effectively ensure that no attendees at the Event will have Covid-19. Accordingly, we will not be responsible if you catch Covid-19 at the Event or for any illness or death of any Event attendees caused by Covid-19.
- 13.55 You understand and accept that you will be attending the Event and using any facilities on-site at your own risk.

- 13.56 To help us to reduce the spread of Covid-19, government guidelines recommend that you:
- 13.57 do not attend the Event if\*:
- 13.58 you have recently tested positive for Covid-19;
- 13.59 you display any symptoms of Covid-19;
- 13.60 you live with somebody who displays symptoms of Covid-19 or who has tested positive for Covid-19 within 14 days of the commencement of the Event;
- 13.61 \*note that where there is a conflict between any of the provisions in paragraph 3.a and any updated government guidelines, the updated government guidelines will apply [where they are stricter than the provisions set out in this paragraph 3.a];
- 13.62 follow all guidelines and/or entry requirements notified by us to you and which will apply to your attendance at the Event. We may be required to amend our guidelines before or during the Event and ask that you comply with any updated guidelines notified to you;
- 13.63 follow all government guidelines (which may be updated from time to time);
- 13.64 Should you test positive for Covid-19 in the lead-up to the Event, please follow the steps below on what to do next:
- 13.65 Consider contacting your insurance providers (such as home or travel insurance). Many policies provide cover if you are unable to go ahead with plans due to a medical emergency.
- 13.66 If you purchased Ticket Plan insurance, which was strongly recommended when you bought your tickets for the Event, we would encourage you to get in touch with them.
- 13.67 You will be required to provide specific evidence of illness or injury for the ticketholder affected.
- 13.68 Contact your Ticket Plan insurance to claim your refund as per the terms of the scheme. You need do not need to notify the Event Organiser.
- 13.69 So long as the Event is scheduled to go ahead, we are unable to provide a refund if you no longer wish to attend due to being uncomfortable about catching Coronavirus or because you have changed your mind about attending.
- 13.70 If you no longer choose you keep your tickets and redeem them yourself, you can either:
- 13.71 – Sell them via Ticket Line resale site: <https://www.ticketline.com> (Fanticks)
- 13.72 – Pass them on to family or friends as tickets are not name specific

#### **14. Memorabilia items**

- 14.1 How do you know memorabilia is real? Wherever possible, the items we sell are signed in front of us or at our events. Seamless Entertainment Memorabilia has one to one personal relationships with many Sporting, Film & TV stars.
- 14.2 We think this adds credibility to our company as stars of this magnitude have seen it proper to associate with us.

- 14.3 In addition, we also act as agents for selected sports, film & tv stars - shows and appearances, as well as for their autographs.
- 14.4 Well firstly you'd expect a guarantee that if there was ever a question regarding the authenticity of your product you could come back to the seller and receive assistance asap. Not only do we always offer that service, but we also guarantee that through the entire life of the product you can receive a 100% refund should the item prove non genuine. This has never happened at Seamless Entertainment and we're confident it never will.
- 14.5 Online memorabilia purchases are eligible for a refund within a 14-day period and the buyer is responsible for the return and safe postage of the unopened item. We do not accept opened packages as this breaches the items return authenticity. We must receive the item within 7 days of notification of intention to return.
- 14.6 In person sales are non-refundable. If you buy an item in the shop or in person at an event you do not have an automatic right to change your mind and ask for a refund, no matter the value. This is also the case for purchasing auction items, once the bid is awarded as sold, the bidder and seller cannot change their minds and the buyer is obligated to pay. No refunds will be offered. All bidders enter auctions without pressure or obligation, auctions are open to all members at the event and all winning bids are final. Refunds will not be offered under any circumstances for purchased auction items.
- 14.7 Our autographed items are sourced in person from the celebrity who signed them, or from other approved and audited AFTAL ("Autograph Fair-Trade Association") of dealers. We do not purchase unverified autographed items from the public and we do not offer a valuation service.
- 14.8 By buying a signed limited edition that has been commissioned by The Company you accept your purchase has been sold to you in good faith and that the Company have taken reasonable precautions to increase the longevity of your purchase. You also agree that The Original Memorabilia Company cannot be held responsible for fading or product deterioration over the course of time and that it is your responsibility to seek professional advice on how to preserve or extend the life of your purchase.
- 14.9 Should your item be received damaged or wrongly described then we shall collect the item free of charge and replace it at no cost to yourself. Damaged or wrongly described items must be reported immediately upon delivery.
- 14.10 Memorabilia purchased in person is not eligible for refund.

## **15. Complaints and Feedback**

- 15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from [info@seamlessentertainment.co.uk](mailto:info@seamlessentertainment.co.uk).
- 15.3 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Event Management Services, please contact Us in one of the following ways:

15.3.1 By email, addressed to [hello@seamlessentertainment.co.uk](mailto:hello@seamlessentertainment.co.uk), for the attention of the Directors.

## **16. Governing Law and Jurisdiction**

- 16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

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