

# CLIMB CON

## Terms and Conditions

### Purchasing Tickets

1. Tickets you purchase are for personal use. Except as we may agree, you and your party must not re-sell or transfer (or seek to re-sell or transfer) the tickets in breach of the applicable terms. A breach of this condition will entitle Climb Con or the Promoter to cancel the tickets without prior notification, refund, compensation or liability. In addition to the ticket price your order may require payment of a booking fee per ticket, a transaction fees per order and/or other supplementary fees which may apply to the event. Those fees are not refundable except as set out in paragraphs 3, 4, 6, 16, and 35 below.
2. If you order or buy more tickets than the maximum permitted per person, per card or per household, we may cancel all the order or tickets, in which case you will be refunded the ticket price and any booking, transaction or supplementary fees you have paid.
3. To prevent fraud and protect Climb Con and you, we may carry out checks and/or you may be asked to provide additional information (such as a copy of a credit or debit card statement) after your booking so we can verify your purchase. If we suspect fraud, we may cancel any order or tickets.
4. You must inform Climb Con of any change of address, contact phone number or email address, both before and after receipt of the tickets. Our contact details are below. Our preferred method to contact you is email, so you should take care to provide a current, valid email address and be aware that your email filter settings may treat our emails as spam or direct them to your junk folder.
5. An order for tickets is not complete until accepted by us. We try to ensure all prices are accurate, but errors may occur. If we discover an error in the price of tickets you have ordered we will inform you as soon as possible and we may either cancel the order (in which case you will be refunded the ticket price and any booking, transaction or supplementary fees you have paid) or give you the option of confirming your order at the correct price.
6. Whilst we allocate specific seats to you, we have the right to change these seats to others of equal value.
7. On rare occasions the show or event may be filmed or recorded. Buying a ticket affirms your consent to the filming and sound recording of yourself as a member of the audience. If you have any objection, should this happen when you attend a show or event, please contact a member of Climb Con or Venue Management.
8. On rare occasions the show or event may be filmed or recorded. Buying a ticket affirms your consent to the filming and sound recording of yourself as a member of the audience. If you have any objection, should this happen when you attend a show or event, please contact a member of Climb Con or Venue Management.

## **Delivery and Collection**

9. Tickets may be despatched to you electronically or by post (including secure, registered, recorded and regular post) or made available for collection at the venue.
10. We will try to despatch tickets to you promptly by the despatch method agreed at the time of booking, but we may, where reasonable, make tickets available for collection at the box office instead of posting them to you if:

posting is impractical due to timing or circumstances beyond our control (e.g. strikes); or

necessary for reasons of identification; or

your tickets are lost in the post

we are otherwise unable to post tickets to you for any reason.

You will be notified by phone, email or in writing (using the contact details provided by you) if this becomes necessary. Please note the conditions for box office collection at paragraph 13 below.

11. For tickets delivered by post, if you have provided an email address you will receive an email confirming despatch of your order.

We cannot usually specify the dates on which you will receive tickets. If you do not inform us of the non-receipt of tickets within a reasonable time (in any event at least 72 hours before the event) we will have no liability to you.

12. If tickets sent by post are returned to us marked "addressee gone away", "addressee unknown" or similar words indicating that you do not reside at the address, your order may be cancelled and the ticket price and any supplementary charges (but not the booking fee or transaction fee) refunded, or your order may be made available for collection at the box office.
13. To collect tickets at the box office the cardholder must present the card used to book the tickets as identification. Other identification or letters authorising collection may not be accepted and the tickets may be withheld at the box office.
14. Always check your tickets upon receipt and advise us promptly of any errors. Mistakes when ordering cannot always be corrected, and any corrections are discretionary.

## **Cancellation Right and Refunds**

15. Tickets cannot be transferred, exchanged, or refunded once purchased other than for the reasons set out in these terms and conditions.
16. If the event takes place but you do not receive the tickets you have purchased for any of following reasons you will be refunded the ticket price and any booking, transaction or supplementary fees you have paid:

the tickets have been sent to an address different to the one you specified, and you tell us within a reasonable period, as set out at paragraph 11 above, but replacement tickets are not provided; or

your tickets are not despatched, and no arrangements are made for the tickets to be available for collection at the venue

### **Cancellation, Change or Postponement of Event**

17. Decisions to change or cancel events are the responsibility of the Climb Con. Climb Con cannot guarantee to inform you of any change or cancellation of any event or be held responsible for refunds or for any resulting costs you may incur for travel, accommodation, any other related goods or service or other compensation.
18. You should always check that an event is going ahead at the scheduled date, time and venue.
19. If an event is cancelled or the venue, date, time is changed, Climb Con will try to inform you. This will usually be updated on the events website, contacted by letter for phone bookings or email for online bookings. In urgent cases it may be by phone.
20. If an event is rescheduled, changed or moved, Climb Con will give you the option of either retaining or exchanging your tickets for the new date/location, or alternatively claiming a refund. Please note that the Booking Fee and any Transaction Fees are not refundable in these circumstances.

### **Refunds**

22. If for any reason you are entitled to a refund, in most cases you must return any tickets you have:

follow the refund instructions otherwise you may not receive a refund. If these require you to return the tickets, do so promptly and within the timeframe communicated to you.

tickets should be returned (with copy of the email or letter entitling you to a refund, or a covering note containing your order reference number and contact information) to the specified address by registered post (or an equivalent secure postal method). Please note that the return postage cost is non-refundable.

23. Any refund will usually be paid, using the same method you used to buy the tickets, within 30 days of the original date of the event or the date that we receive your returned tickets, whichever is later.
24. No refunds will be offered under any circumstances if you fail to comply with the all terms and conditions applicable to those tickets, the venue or the event (see paragraph 26 below).

### **Attending an Event**

25. Climb Con holds no responsibility whatsoever for any loss or damage of any kind suffered at or in connection with any event (including loss, damage or theft any personal property at an event).
26. Admission to an event is at all times subject to any terms, conditions or rules of the Promoter and the venue operator. If you breach those terms, conditions or rules then the Promoter or venue operator may refuse admission or require you or other ticket holders to leave the venue.
27. Amongst other things you will need to comply with health and safety rules and any security requirements (including security searches for the safety of those attending the event). The venue or Climb Con will have rights to refuse admission or eject you in certain circumstances and these are likely to include if you are involved with abusive, threatening, drunken or other anti-social behaviour, or carry offensive weapons or illegal or prohibited substances or make unauthorised audio, video or photographic recordings. There will often also be rules restricting or preventing the admission of latecomers.

28. Before you finalise your booking, please read all the information that applies to the event and/or ticket. If you or any member of your party has particular requirements, please raise these when booking and we will endeavour to address your query. There can be no guarantee that requirements can be met if notified at the event.
29. When you receive your tickets check the details carefully. When attending the event, carry proof of age if appropriate.
30. Specific seats may be allocated to you at the time of booking, but Climb Con or the venue operator reserves the right to change these seats to others of equal value.

## **Privacy**

31. We may share your personal information with Promoters, venue operators, coach operators and others as necessary only for the purposes of the event. We will not otherwise share that information for marketing or any other purposes without your consent (as part of the booking process or otherwise) unless required by law.
32. Climb Con might share your information with 3rd parties only if you have given consent for us to do so. These 3rd parties may use your information to contact you with regards to the specific event or other relevant events you may be interested in, based on your purchase history.
33. We will always respect your privacy and any personal communication between you and ourselves. We will always comply with United Kingdom data protection legislation.
34. We may receive information that you submit to any third party website that you access from a link contained in this website or from which you linked to this website. Both Climb Con and the owner or operator of that third party website will be the data controller in respect of any such information and you should check the privacy policy of that website to find out how they will use your data. We will only use that information in accordance with this Privacy Policy.

## **General**

35. Climb Con cannot be liable in any way for the acts or omissions of others (including Promoters and venue operators). However, Climb Con does not seek to exclude its liability to you for death or personal injury caused by its negligence, fraud or any other liability which cannot be lawfully excluded or limited.
36. The purchase by you of tickets and these terms and conditions (and any contractual or non-contractual matters arising in relation to these terms and conditions) are governed by English law and any disputes arising out of any transaction between you and Climb Con are subject to the exclusive jurisdiction of the English Courts.