# **TERMS AND CONDITIONS**

The customer's attention is particularly drawn to the provisions of Clause 2.

# **TABLE OF CONTENTS**

- Interpretation
- Basis of Contract
- Tickets & Entry
- Terms of Admittance
- Cancellation
- Delivery
- Liability
- Data Protection
- Third Parties
- Severance
- Waiver
- Entire Agreement and Variation
- Governing Law
- Jurisdiction

# **1. INTERPRETATION**

#### **1.1 Definitions:**

- "Conditions" These terms and conditions governing the purchase of Tickets between a Customer and HolisTix Ticketing Ltd.
- "Customer" The person or organisation purchasing a Ticket through HolisTix Ticketing Ltd.
- "Event" Any entertainment event or performance in respect of which Tickets are sold.
- "Promoter" The entity staging or producing the Event.
- "Staff" Employees, contractors or volunteers working on behalf of HolisTix Ticketing Ltd.
- "Ticket" Any item, electronic or physical, that confirms the right to attend an Event.
- "Venue" The premises where the Event is held, as specified during the booking process.

#### **1.2 Interpretation:**

- 1.2.1 References to legislation are to that legislation as amended or re-enacted.
- 1.2.2 Terms like "including", "include", and "in particular" are illustrative and not limiting.
- 1.2.3 References to "writing" or "written" include email.

# **2. BASIS OF CONTRACT**

2.1 Tickets are sold subject to availability and these Conditions.

2.2 Any order for Tickets submitted by any method constitutes an offer to purchase under these Conditions.

2.3 A contract is formed only when the booking is confirmed by email (Booking Confirmation), not when payment is taken.

2.4 These Conditions override any terms the Customer attempts to apply.

2.5 Tickets may be purchased online at <u>https://tickets.holistix.io</u>. Completion of the booking process constitutes an offer to purchase subject to these Conditions.

2.6 Group bookings are made on behalf of the entire group, and the lead booker is liable for all associated costs and actions of the group.

# **3. TICKETS & ENTRY**

3.1 Ticket prices are shown on the HolisTix website and include VAT where applicable. Booking fees are shown separately.

3.2 All enquiries should be directed to: support@holistix.io

3.3 Tickets cannot be exchanged, resold, or refunded except in the event of cancellation or postponement by the Promoter.

3.4 Refund requests must be made by the original purchaser and may only cover face value and relevant booking fees.

3.5 Only Tickets purchased via HolisTix or approved outlets are valid.

3.6 Tickets obtained from unauthorised outlets or resold are void and may result in refusal of entry.

3.7 Event-specific terms (e.g. age restrictions) are noted on the event page. It is the Customer's responsibility to check before purchase.

3.8 Maximum ticket limits may apply to certain events.

3.9 Promoters may alter advertised programmes; this is not cause for refund.

3.10 Valid Tickets must be retained during the Event and shown upon request.

3.11 Lost/damaged Tickets may be reissued at HolisTix's discretion, potentially requiring ID.

3.12 Customers must check the accuracy of their Tickets and report errors promptly.

3.13 HolisTix will attempt to notify Customers of cancellations or changes but it is the

Customer's responsibility to check before attending.

3.14 Unless otherwise advised, all attendees require an event ticket to enter the Venue(s).

3.15 Some seating areas or events may carry age restrictions; please check before booking.

# 4. TERMS OF ADMITTANCE

4.1 Please note that advertised start times of events are subject to change. Also, door opening and closing times stated in relation to an 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), all of which remain at the relevant Event Partner's and/or artist's discretion and may be subject to change.

4.2 Tickets are sold subject to the Event Partner's right to alter or vary the programme of an event due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange tickets, unless such change is a material alteration as described in clause 11, in which case the provisions of that clause shall apply.

4.3 Generally, every effort to admit latecomers will be made at a suitable break in the event, but admission cannot always be guaranteed.

4.5 The event venue may conduct security searches of you and other patrons for safety and security purposes and/or may refuse admission to patrons (including you) breaching or suspected of breaching any terms and conditions of the event or any Event Partner.

4.6 Admission to all events is subject to the terms of admission of the relevant venue, and certain items (e.g. laser pens, mobile phones, dogs (except guide dogs) and patrons' own food and drink) may be prohibited. Please check with the venue directly. The unauthorised use of photographic and/or recording equipment at events is also prohibited. Any unauthorised photos, videos and/or recordings may be destroyed or deleted. The use of drones or similar equipment for any reason in, at or near the event venue is strictly prohibited.

4.7 Breach of any of venue terms and conditions or any unacceptable behaviour likely to cause damage, nuisance or injury shall entitle the Event Partner to eject you from the venue. 4.8 Event Partners reserve the right to refuse admission to the venue, or to remove any person from the venue for reasons of public safety and you will not be entitled to a refund (including for crowd surfing or moshing, or failure to comply with any measures put in place to combat the spread of Covid-19), any unacceptable behaviour likely to cause damage, nuisance or injury, or for any breach of the Event Partners' terms and conditions.

4.9 Unless expressly authorised by the relevant Event Partner, there will be no pass-outs or re-admissions of any kind.

4.10 By attending an event, you and other patrons understand and agree to being photographed, filmed and/or recorded in relation to the event and/or for safety and security, including filming by the police. You and other patrons understand and agree that resulting photographs, videos, audio recordings and/or audiovisual recordings may be used in any and all media for any purpose at any time throughout the world (however, you may object to such use by specific request to).

4.11 Prolonged exposure to loud music or noise may damage your hearing and we advise you and all patrons to wear adequate ear protection at events.

4.12 Special effects, which may include sound, audio-visual, pyrotechnic effects or lighting effects may be featured at an event, which may not be suitable for those with photosensitive epilepsy, or similar conditions.

# **5. CANCELLATION**

5.1 Refunds are only issued if the Event is cancelled, postponed, or materially changed (cast or running time changes are not considered material).

5.2 Exchanges (within the same Event) must be requested at least 5 days in advance.

5.3 Refunds will be processed via the original payment method.

5.4 If rescheduled, customers may accept a new date or request a refund. Price differences will be refunded or payable accordingly.

## 6. DELIVERY

6.1 Tickets are electronic and can be shown on a device or printed at home. If access is not possible, the Customer must contact **support@holistix.io** within 7 days. If not, no replacement or refund will be issued.

## 7. LIABILITY

7.1 HolisTix is not liable for injury, loss or damage except where directly caused by its negligence or statutory breach.

7.2 Liability is limited to the amount paid for the Tickets.

7.3 Nothing in these Conditions limits liability for death, personal injury, or fraud.

7.4 Neither party shall be liable for failures due to events beyond their control (e.g. power failures).

7.5 HolisTix is not liable for associated costs (e.g. travel or accommodation).

#### 8. DATA PROTECTION

8.1 HolisTix will use personal data for event-related services, customer support, payment processing, marketing (where consent is given), and administration.

8.2 You may opt out of direct marketing at any time by emailing support@holistix.io.

8.3 Full details are available in our Privacy Policy.

#### **9. THIRD PARTIES**

9.1 These Conditions apply only to the Customer and HolisTix. No third party has rights under them.

#### **10. SEVERANCE**

10.1 If any provision is found invalid or unenforceable, it shall be removed without affecting the rest of the Conditions.

#### **11. WAIVER**

11.1 A waiver is only valid if in writing.

11.2 Delay or failure to exercise a right does not waive it or restrict further enforcement.

# **12. ENTIRE AGREEMENT AND VARIATION**

12.1 These Conditions represent the entire agreement for the purchase of Tickets.

12.2 No reliance is placed on statements not contained within these Conditions.

12.3 Variations are only binding if in writing and signed by both parties.

## **13. GOVERNING LAW**

13.1 These Conditions are governed by the laws of England and Wales.

## **14. JURISDICTION**

14.1 The courts of England and Wales have exclusive jurisdiction over disputes arising under these Conditions.