

SEAT UNIQUE

The Premium Ticketing Marketplace

TERMS & CONDITIONS OF PURCHASE

At Seat Unique we offer official and exclusive access to premium tickets and hospitality packages for live events and experiences. through the use of our safe and transparent marketplace. Through our online marketplace, we aim to complement the existing sales channels of our suppliers by bringing their packages online, thereby guaranteeing that our customers have access to secure and official product.

These terms and conditions of purchase have been prepared to ensure your satisfaction and understanding of the purchase process on seatunique.com, and any sub-domains of seatunique.com (together the “Site”). They set out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In these terms and conditions:

- ‘We’ , ‘us’ or ‘our’ means RMS Events Ltd (t/a Seat Unique), a private company limited by shares and registered in England and Wales with company number 11313999 having its registered office at 2nd Floor, Three Tuns House, 109 Borough High Street, London SE1 1NL; and
- ‘You’ or ‘your’ means the person using our site to buy goods from us.

If you don’t understand or are unclear about any of the terms in this document and want to talk to us about it, please contact us by email at:

- enquiries@seatunique.com

We will endeavour to respond to all enquiries within 2 Business Days.

1. Introduction

1.1 Seat Unique sell tickets and associated products and services (“Tickets”) to events and/or experiences (“Events”) on behalf of events organisers, promoters, venues, producers, artists/performers, agents, teams, record labels and any other persons involved in the organisation of Events (such persons hereinafter being referred to as our “Event Partners”). Seat Unique also operate a fan-to-fan ticket exchange service where the sale of tickets is facilitated by us via our exchange

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platform (but not sold directly by us). These tickets are called “Resale Tickets” – and these terms and conditions do not apply to the purchase of Resale Tickets (separate terms and conditions shall apply).

1.2 For some events we may sell different types of Tickets or items and packages which may include a Ticket and one or more additional products or services such as, among others, corporate hospitality, accommodation, exclusive seating arrangements, souvenirs, car parking, transport or merchandising (hereinafter referred to as “Hospitality Goods”). In these terms and conditions we refer to all products and services offered for sale by us (including Tickets and Hospitality Goods) as “goods”.

1.3 Seat Unique undertake a full vetting procedure in respect of each of our Event Partners, and only work with Event Partners that bring you the very best in live entertainment, service and hospitality. However, we cannot accept responsibility for the delivery or quality of any products and/or services sold with a Ticket (unless, as applicable, the same are delivered or produced directly by us). Products and/or services sold with a Ticket are provided and fulfilled by the relevant Event Partner, who is responsible for the delivery and the quality of such products and/or services. If you have any queries or complaints regarding any such product and/or service, please contact the relevant Event Partner directly or Contact Us.

1.4 We sell Tickets as and when they are allocated or made available to us by Event Partners or when we have acquired them from Event Partners, and in each case in accordance with their terms and conditions. The number and type of Tickets made available by us for sale will vary on an event by event basis.

1.5 Please note, all seating maps and charts displayed during the purchase process are for guidance only, and reflect the general layout for the venue for particular events. For some events, the layout and specific seat locations may vary without notice.

1.6 When buying any Tickets you agree to be legally bound by:

1.6.1 these terms and conditions of purchase;

1.6.2 our Website [Terms of Use](#);

1.6.3 any extra terms which we may add to, or replace some of, these terms and conditions;

1.6.4 any special terms and conditions stated to be applicable to an Event;

1.6.5 the terms and conditions of the Event Partner(s) and/or Event in relation to the Ticket and/or the Hospitality Goods; and

1.6.6 any venue terms and conditions (including conditions of entry).

1.7 All of the above documents form part of these terms and conditions as though set out in full in here.

1.8 Please note, Tickets cannot be exchanged or refunded after purchase save in accordance with these terms and conditions of purchase. Nothing in these terms and conditions affects your statutory rights as a consumer.

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2. Your privacy and personal information

Your privacy and personal information are of the upmost important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

3. Ordering from us

3.1 We have set out below how a legally binding contract between you and us is made.

3.2 You place an order on the site by selecting the product; the desired quantity; entering personal details including name, address and contact details; entering payment details. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

3.2.1 When you place your order at the end of the online checkout process (eg when you click on the 'pay now' button) we will acknowledge your order via a confirmation email. In the unlikely event of there being any issue from the Event Partner, we will endeavour to get in contact within 2 Business Days.

3.2.2 We may contact you at any point up to the event to say that we do not accept your order. This is typically for the following reasons:

- a. the goods are unavailable;
- b. we cannot authorise your payment;
- c. you are not allowed to buy the goods from us;
- d. we are not allowed to sell the goods to you;
- e. you have ordered too many goods; or
- f. there has been a mistake on the pricing or description of the goods.

3.2.3 We will only accept your order when we email you to confirm this. At this point:

- a. a legally binding contract will be in place between you and us; and
- b. we will arrange for the goods to be delivered to you (see further clause 5 for our terms of delivery).

3.3 In order to make a purchase from us, you must be 18 years old or more and have a valid credit or debit card issued in your name.

4. Prices and Payment

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4.1 The price of the goods as advertised on the Site are:

4.1.1 in pounds sterling (£)(GBP); and

4.1.2 exclusive of VAT.

4.2 The following may then be added to the advertised price at checkout:

4.2.1 VAT at the applicable right;

4.2.2 Any additional service charges relevant to the goods (“Service Charge”); and

4.2.3 Any administration; handling or delivery charges (“Administration Fees”).

4.3 We accept the following credit cards and debit cards as payment for the goods, as well as BACS transfer: Visa, Mastercard and American Express.

4.4 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with these terms and conditions or our Privacy Policy or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

4.5 Your credit card or debit card will be charged once your order has been accepted by us.

4.6 All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via Verified by Visa; Mastercard®SecureCode™; or American Express SafeKey. & 3D Secure.

4.7 If your payment is not received by us and you have already received the goods, you must pay for such goods within 10 days.

4.8 Whilst we try to ensure that all prices advertised on the Site are accurate, errors may occur. If we discover an error in the price of any goods you have ordered, we will inform you as soon as possible and give you the option of confirming your order at the correct price (in which case we will credit or debit you as applicable) or cancelling your order (in which case you will receive a full refund). If we are unable to contact you to confirm your order at the correct price, you agree that we may treat the order as cancelled and issue you with a full refund.

4.9 It is possible that the Sale Price of any Ticket may fluctuate in line with market demand from time to time. This is to ensure that fans get access to the most in-demand Tickets for an Event whilst enabling Event Partners to price Tickets closer to their true market value. In these circumstances you pay the Sale Price of the Ticket advertised at the time you make your purchase. If the price of a Ticket decreases after you have made your purchase you will not be entitled to a refund or credit. It is possible that a different face value may be printed on your Ticket to the Sale Price you paid. In this case you will not be entitled to a refund or credit on the basis that you have paid a higher Sale Price than the face value of the Ticket.

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5. Delivery

5.1 Where Tickets are physically dispatched to you we use the relevant Event Partner as our delivery provider. Not all goods purchased on our Site will require the physical delivery of a Ticket. We reserve the right to make Tickets available for collection by you at the Event, at a venue box office or at another designated ticket collection point - in each case as notified to you by telephone or e-mail.

5.2 We cannot deliver the goods if we are unable to properly identify you therefore you may be asked to provide a form of ID (passport or photocard driving licence), your booking confirmation and/or the credit or debit card you used to pay for the goods. For your safety and protection, we reserve the right to refuse to deliver the goods if we cannot properly identify the buyer.

5.3 We aim to dispatch Tickets as soon as possible following completion of your order however we are not able to specify the exact dates of dispatch as the arrangements for delivery will depend on when we are in physical possession of the Ticket. In some circumstances we may only receive your Ticket from our Event Partner close to the date of the Event.

5.4 If something happens which:

5.4.1 is outside of our control; and

5.4.2 affects the date of delivery;

we will let you have a revised estimated date for delivery of the Tickets.

5.5 Delivery of the Tickets will take place when we deliver them to the address that you gave to us or when they are collected by you at the notified collection point or, if being delivered by e-mail, 1 business day after the e-mail has been sent to you by us.

5.6 If you have any queries regarding the collection of or delivery of your Tickets please contact us.

6. Information about your Tickets

6.1 Any Ticket you purchase from us shall remain the strict property of the relevant Event Partner and is a personal revocable licence which may be withdrawn and admission refused at any time. If this occurs without any act or omission on your part, you will be refunded for the Ticket which has been withdrawn or for which access was refused (including the relevant Sale Price and Service Charge but excluding any Administration Fees).

6.2 It is possible that some of our Event Partners may have policies in place that restrict us from issuing replacement Tickets where the original has been lost, stolen, damaged or destroyed. Policies set by an Event Partner may prohibit us from issuing replacement Tickets for any lost, stolen, damaged or destroyed Tickets (e.g., for general admission events where there is a possibility that both original and any replacement tickets may be used to gain entry, which may compromise the licensed capacity of the venue). If replacement tickets are issued, we may charge you a reasonable administration fee.

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6.3 Please ensure you check your Tickets once they have been delivered as we cannot in all circumstances rectify the same.

7. Ticket Restrictions

7.1 Seat Unique has been set up to provide fair and unfettered official access to live events and entertainment. As such, for certain Events we may restrict the number of Tickets that are available to any one person. This will be evident on the purchase page on the Site. In such circumstances we reserve the right to cancel any order(s) for Tickets purchased in excess of the relevant limits without notice.

7.2 Tickets may be sold subject to certain restrictions on entry or use, such as restricted, obstructed or side view or a minimum age for entry. Any such restrictions will be displayed or otherwise notified to you before or at the time you book the Tickets. It is your responsibility to ensure that you read all notifications and other important information displayed or notified to you as part of the purchase process.

7.3 You may not resell or transfer your Tickets if prohibited by law. In addition, Event Partners may prohibit the resale or transfer of tickets for some events. Any resale or transfer (or attempted resale or transfer) of a ticket in breach of the applicable law or any restrictions imposed by the Event Partner is grounds for seizure or cancellation of that Ticket without refund or other compensation.

7.4 Tickets purchased from Seat Unique may not:

7.4.1 be used for advertising, promotions, contests or sweepstakes (or for other such similar commercial gain); and/or

7.4.2 be combined with any hospitality, travel or accommodation service and/or any other merchandise, product or service to create a package for sale or other distribution, unless formal written permission is given by us and the relevant Event Partner and provided that even if such consent is obtained, use of our or any Event Partner's trademarks and other intellectual property is subject to the express prior written consent of the owner.

7.5 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.

7.6 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 8, in which case the provisions of that clause shall apply.

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7.7 You will at all times be subject to the terms and conditions, including the terms of entry as set out by the Event Partner. Please check with the venue or the Event Partner directly if you have any queries about any restrictions in relation to your Tickets.

7.8 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.

8. Your rights in relation to event cancellations and alterations

8.1 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 or alteration before the date of the Event. It is your responsibility to ascertain whether an Event has been cancelled or altered and the date and time of any rescheduled event.

8.2 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 Sale Price of your Tickets (Service Charges and Administration Fees may be non-refundable). This is subject always to the refund terms and conditions of the relevant Event Partner.

8.3 Rescheduling: If an Event for which you have purchased Tickets is rescheduled, then, subject always to the terms and conditions of the relevant Event Partner, Tickets will usually be valid for the new date (or you will be offered Tickets of a value corresponding with your original Tickets for the rescheduled Event, subject to availability). Subject to the above, refunds will not be offered or issued for rescheduled Events.

8.4 To claim a refund under clause 8.2 or 8.3 please follow the instructions we provide to you.

8.5 Refunds will be made using the same means of payment as you used for the initial purchase.

8.6 If you have purchased any Hospitality Goods 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 8.2 or 8.3 unless the Hospitality Good is a product and has already been delivered to you or is a digital download purchased during the 14 days immediately before the date of release or at any time on or after the release date, we will also refund you the Sale Price and Service Charge of such Hospitality Goods purchased from us. However, nothing in this clause 8 shall operate to exclude your statutory right to cancel orders for Upsells other than Excluded Upsells (as defined below), as set out in clause 9.

9. Rights of cancellation

9.1 Tickets and goods cannot be cancelled, exchanged or refunded after purchase, save in the circumstances set out in clause 8.

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9.2 In addition, certain types of Hospitality Goods cannot be cancelled, exchanged or refunded after purchase, save in the circumstances set out in clause 8.7, ("Excluded Goods") which include:

9.2.1 any travel, catering, accommodation, transport or services relating to an Event, to be provided on a specified date or during a specified period;

9.2.2 any products that are made to your specifications or are clearly personalised;

9.2.3 any digital downloads you purchase during the 14 days immediately before the date of release or at any time on or after the release date, in which case at the time of purchase you will have agreed for the digital download to be provided to you before the expiry of usual statutory cancellation period and will have acknowledged that your right to cancel will be lost;

9.2.4 any goods which are liable to deteriorate or expire rapidly; and/or

9.2.5 any alcoholic beverages where:

- a. the price has been agreed at the time of the conclusion of the contract;
- b. delivery of them can only take place after 30 days; and
- c. their value is dependent on fluctuations in the market which cannot be controlled by the relevant Event Partner.

9.3 Save for Tickets and any Excluded Goods, you have the right, without giving any reason, to cancel such part(s) of your order that relate to the following Hospitality Goods, within the specified deadlines:

9.3.1 a Hospitality Good that is a product - within 14 days of the date of delivery of such product to you (or within such longer period as may be specified in the relevant Event Partner's terms and conditions); and

9.3.2 a Hospitality Good that is a digital download purchased more than 14 days before its release date - within 14 days of the date of purchase.

9.4 Please note, you are not entitled to cancel your associated Ticket purchase in such circumstances.

9.5 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (eg a letter sent by post, fax or email). You can use the following form of cancellation although this is not obligatory.

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Cancellation form

To: RMS Events Ltd (t/a Seat Unique)
Customer Services Department
2nd Floor, Three Tuns House, 109 Borough High Street, London SE1 1NL

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods
..... [Insert description of goods] Ordered on
.....[Insert date of purchase] with order confirmation number
..... [insert booking reference].

Your name:.....

Your address:.....

Your e-mail:

Your telephone:

Signed:

Date:

[] Delete as appropriate*

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9.6 To meet the relevant cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

10. Effects of cancellation

10.1 Once you have notified us within the relevant deadline that you wish to exercise your right to cancel, if you have received the Hospitality Goods (or if it has already been dispatched and you do not "reject" delivery of the same), you must send back such Hospitality Goods as follows:

10.1.1 if the product has been provided to you by our Event Partner, you must send it back to the relevant Event Partner, to such address as notified by us to you; or

10.1.2 if the product has been provided to you by us, you must send it back to us at Customer Services, RMS Events Ltd (t/a Seat Unique), 2nd Floor, Three Tuns House, 109 Borough High Street, London SE1 1NL (or such other address as notified to you by us).

10.2 Returns must be sent promptly and in any event no later than 14 days from the day on which you communicate your cancellation to us. Please also note: you will have to bear the costs of returning the relevant product(s), unless otherwise stated by us or the relevant Event Partner.

10.3 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

10.4 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

10.5 We will make the reimbursement without undue delay, and not later than:

10.5.1 14 days after the day we received back from you any goods supplied; or

10.5.2 (if earlier) 14 days after the day you provide evidence that you have returned the goods; or

10.5.3 if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

10.6 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

11. End of the contract

If these terms and conditions are ended it will not affect our right to receive any money which you owe to us under these terms and conditions.

12. Limit on our responsibility to you

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12.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for:

12.1.1 losses that:

- a. were not foreseeable to you and us when the contract was formed; or
- b. that were not caused by any breach on our part;

12.1.2 business losses; and

12.1.3 losses to non-consumers.

12.2 To the maximum extent permitted by law, neither we, nor our relevant Event Partners, shall be liable for any indirect, consequential losses or business losses, or any exemplary, special or punitive damages arising from your purchase. In accordance with this, please note that:

12.2.1 personal arrangements including travel, accommodation, hospitality and other costs and expenses incurred by you relating to the Event which have been arranged by you are at your own risk, and neither we nor the relevant Event Partners shall be responsible or liable to you for any wasted expenditure, including where an event has been cancelled, rescheduled or otherwise materially altered; and

12.2.2 neither we nor the relevant Event Partners shall be responsible or liable to you for any loss of enjoyment or amenity, including where an event has been cancelled, rescheduled or materially altered.

12.3 Unless otherwise stated in this clause 12, our and any Event Partners' liability to you in connection with the Event (including, but not limited to, for any cancellation, rescheduling or material alteration to the programme of the Event) and any goods you have purchased shall be limited to the price paid by you for the goods, including any Service Charge but excluding any Administration Fees.

12.4 Nothing in these terms and conditions of purchase seeks to exclude or limit our or any Event Partners' liability for death or personal injury caused by our or any Event Partners' negligence, fraud or other type of liability which cannot by law be excluded or limited.

13. Disputes and Governing Law

13.1 We will try to resolve any disputes with you quickly and efficiently.

13.2 If you are unhappy with:

13.2.1 the goods;

13.2.2 our service to you; or

13.2.3 any other matter;

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please contact us as soon as possible.

13.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will:

13.3.1 let you know that we cannot settle the dispute with you; and

13.3.2 give you certain information required by law about our alternative dispute resolution (ADR) provider. You may also use the online dispute resolution (ODR) platform to resolve the dispute with us.

13.4 The laws of England and Wales will apply to these terms and conditions of purchase.

14. Third party rights

No one other than a party to these terms and conditions, or any relevant Event Partner (or, in each case, its affiliates, successors, or assigns) has any right to enforce any term of these terms and conditions of purchase.

Dated: 20th December 2021