

## TERMS AND CONDITIONS

### 1 INTERPRETATION

In these terms and conditions, the following words shall have the following meanings:

**“Conditions”** means the standard terms and conditions of sale set out below;

**“Confirmation”** means the placing by the Customer of an order for a Hospitality Package via the Website;

**“Contract”** means a legally binding contract made in accordance with Condition 2 of the Conditions;

**“Customer”** means the purchaser of the Hospitality Package;

**“Deposit”** means the deposit (if any) payable as detailed on the Seller<sup>1</sup>s invoice or as otherwise notified on the Website;

**“Event”** means an entertainment event including, without limitation, a concert, exhibition, sports, theatrical and/or music event to be held at a Venue and in respect of which the Seller has the rights to sell Hospitality Packages;

**“Hospitality Package”** means the hospitality package to be sold to the Customer by the Seller which may include without limitation; a ticket to the Event together with catering at the Event within the facilities at or in the vicinity of the Venue;

**“Price”** means the price of the Hospitality Package detailed on the Website or as otherwise notified by the Seller in writing;

**“Promoter”** means the person, firm or company staging the Event if different from the Venue;

**“Seller”** means Keith Prowse (a trading name of Compass Contract Services (UK) Limited which is registered in England under company number 2114954);

**“Tickets”** means the tickets or other types of evidence (including electronic tickets, passes or badges) sold by the Seller to the Customer as part of a Hospitality Package on behalf of the organisation responsible for the Event for the right to occupy space at or to attend an Event;

**“Venue”** means the facilities or location where the Event is to be staged; and

**“Website”** means the Seller’s website at [www.keithprowse.co.uk](http://www.keithprowse.co.uk) of which these Conditions form part.

**1.1** The headings in these Conditions are for convenience only and shall not affect their interpretation.

**1.2** Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

**1.3** Where the context dictates in these Conditions, the singular shall include the plural and vice versa and any gender includes the other gender.

## **2 BASIS OF SALE**

**2.1** All Hospitality Packages and Tickets are sold subject to availability and to these Conditions. Subject to the availability of the relevant Hospitality Package and/or Tickets at the time of such receipt by the Seller, the receipt by the Seller of a Confirmation shall constitute the booking by the Seller of Hospitality Packages and/or Tickets and shall create a Contract subject to these Conditions.

**2.2** These Conditions incorporate any special terms and conditions which may be displayed on the Website with respect to a particular Event or Venue and should be read in accordance with the Venue and/or Promoter terms, conditions and regulations, copies of which are available on request from the Venue. In the event of any inconsistency between the terms in relation to the Venue or Promoter requirements, those of the Promoter shall prevail. If no Promoter, those of the Venue shall prevail. Save as provided in this Condition 2.2, these Conditions shall apply to the Contract to the exclusion of any other terms and conditions.

**2.3** Subject to Condition 3.1 of these Conditions, no variation of the Contract shall be binding unless agreed in writing by an authorised representative of the Seller. Each of the Seller and the Customer agrees that it has not entered into these Conditions in reliance on, and shall have no remedy in respect of, any statement, representation, covenant, warranty or undertaking (whether negligently or innocently made) by any person (whether party to these Conditions or not) other than as expressly set out in these Conditions provided always that nothing in this Condition 2.4 shall operate to exclude any liability for fraud.

**2.4** Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

## **3 VARIATION**

**3.1** Whilst every reasonable effort will be made to ensure that the Hospitality Package is in accordance with the details as set out on the Website, the Seller reserves the right in the Seller's absolute discretion to make any changes to the Hospitality Package which do not, in the reasonable opinion of the Seller, materially affect the quality of the Hospitality Package. A "material" change is a change which, in the Seller's reasonable opinion, makes the Hospitality Package materially different from the Hospitality Package that purchasers, taken generally, could reasonably expect.

**3.2** In the event that it is necessary for the Seller to make any material change to the Hospitality Package (other than where due to the circumstances set out in Conditions 8 and 10 and/or the acts or omissions of the Customer), the Seller will use reasonable endeavours to offer the Customer the option of an alternative Hospitality Package of comparable standard or, where such alternative Hospitality Package is not available or is unacceptable to the Customer, will repay to the Customer the Deposit, and any additional Price already paid by the Customer.

## **4 PRICE**

**4.1** Subject to Condition 5.8 the Seller reserves the right, by giving written notice to the Customer at any time before delivery of the Tickets, to increase the Price to reflect any increase in cost of the Hospitality Package to the Seller including but not limited to any foreign exchange fluctuation, currency regulation, alteration of duties or any cost incurred by the Seller without fault of the Seller since the issue of the Confirmation.

**4.2** The Price shall be exclusive of value added tax and all other applicable taxes which shall be paid by the Customer in addition to the Price.

## **5 PAYMENT**

**5.1** The Deposit and/or Booking Fee shall be payable by the Customer as stipulated on the Website and shall (save as expressly provided in these Conditions) be non-refundable.

**5.2** On receipt of a Confirmation from the Customer the Hospitality Package shall be deemed to be booked, subject to payment of the Price in full.

**5.3** An invoice detailing the amount of the Price outstanding (taking into account any Deposit already paid) shall be sent by the Seller to the Customer 12 weeks prior to the Event and the Customer shall pay the remainder of the Price in full no later than 8 weeks prior to the Event (time for payment being of the essence).

**5.4** The Price in respect of any bookings made within 12 or fewer weeks of the relevant Event must be paid in full by the Customer at the time of booking and the Price in respect of any bookings made within 7 days of the relevant Event must be paid in full by an authorised credit card.

**5.5** Any additional fees or charges for any additional goods or services provided by or on behalf of the Seller for the Customer at the Event at the Customer's request which are not included in the Hospitality Package shall be paid for in full by the Customer by an authorised credit card.

**5.6** If the Customer fails to pay the Price in full by the due date as detailed on the invoice, or the Customer gives the Seller notice in writing of its intention to cancel the Hospitality Package then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract and suspend provision of the Hospitality Package and any further Hospitality Packages to the customer and the Customer shall be liable to the Seller for the Price in full and, save where otherwise agreed in writing by the Seller, shall not be entitled to a refund of any Price paid (or the Deposit) and the Seller shall be permitted to charge the Customer interest (both before and after any judgment) on any part of the Price unpaid at the rate of 4 per cent per annum on a daily basis above the Barclays Bank base rate from time to time, until payment of the Price is made in full.

**5.7** In the event that the Contract is cancelled in accordance with Condition 5.6 and the Deposit (as appropriate) has not been paid by the date of cancellation, the Customer shall pay the Deposit to the Seller immediately and the Seller shall be permitted to charge interest on the outstanding Deposit at the rate specified in Condition 5.6.

**5.8** In the event that the Seller is forced to increase the Price pursuant to Condition 4.1 by an amount which the Customer, acting reasonably, considers excessive, the Customer may cancel the Hospitality Package by giving written notice to the Seller within 14 days of the announcement of the change in Price to the Customer and the Seller shall repay the Deposit (as appropriate) to the Customer and any additional Price already paid.

**5.9** The Seller reserves the right to levy a £25 administration charge for each amendment made to the original booking at the request of the Customer.

**5.10** Individuals and businesses should take care not to fall victim to schemes which misuse our name and/or falsely claim to be affiliated with Keith Prowse. If, before you make payment you'd like to find out more, please read the [FAQ here](#).

## **6 DELIVERY OF TICKETS**

**6.1** Delivery of the Tickets shall be deemed to be made on the earliest occurrence of either; collection of the Tickets by the Customer from the Seller, or delivery of the Tickets by the Seller to the Customer, or delivery of the Tickets by the Seller to a third party carrier for delivery to the Customer.

**6.2** Any dates quoted for delivery of the Tickets are approximate only and the Seller shall not be liable for any delay in delivery of the Tickets however caused. Time for delivery shall not be of the essence unless previously agreed by an authorised representative of the Seller in writing.

**6.3** Tickets will not be issued to the Customer prior to receipt and bank clearance of payment in full of the Price in respect of the relevant Hospitality Package. Following receipt of the Price in full from the Customer, the Seller shall attempt, but not be obligated, to dispatch the Tickets and any ancillary Event information to the Customer no later than 2 weeks prior to the Event.

**6.4** The Seller reserves the right to make Tickets available for collection at the Venue box office. The Customer will be notified by telephone, email or in writing of the arrangements for collection (using the details provided by the Customer at the time of Confirmation) if this becomes necessary. Where there is not enough time to deliver Tickets, the Customer will be told at the point of purchase the arrangements for collection of Tickets.

**6.5** It is the Customer's responsibility to check Tickets on receipt as mistakes cannot always be rectified after purchase.

## **7 RISK AND PROPERTY IN TICKETS**

**7.1** Risk of damage to or loss of the Tickets shall pass to the Customer:

- (a) in the case of Tickets collected from the Seller's premises, at the time when the Customer collects the Tickets; or
- (b) in the case of Tickets to be delivered to the Customer's premises by the Seller, when the Seller leaves the Tickets at the Seller's premises; or
- (c) at the time of posting, if the Tickets are to be posted by the Seller to the Customer; or
- (d) at the time of the Seller handing the Tickets to a third party, if the Tickets are to be delivered by a third party carrier.

**7.2** Once risk of damage to or loss of the Tickets has passed to the Customer in accordance with Condition 7.1 the Seller shall not be liable to replace any lost or damaged Tickets. Duplicate Tickets may only be issued at the discretion of the Venue or the Promoter. If duplicates are issued, a reasonable administration charge may be levied.

**7.3** Notwithstanding delivery and the passing of risk in the Tickets, or any other provision of these Conditions, the property in the Tickets shall not pass to the Customer until the Seller has received in cash or cleared funds the payment in full of the Price and all other sums due to the Seller from the Customer.

**7.4** Until such time as property in the Tickets passes to the Customer, the Customer shall hold the Tickets as the Seller's fiduciary agent and bailee, and shall keep the Tickets properly stored, protected, insured and identified as the Seller's property.

**7.5** Until such time as property in the Tickets passes to the Customer, the seller shall be entitled at any time to require the Customer to deliver the Tickets to the Seller.

**7.6** All Tickets are non-transferable and the Customer shall not be entitled to sell or to pledge or in any way transfer, or charge by way of security for any indebtedness any of the Tickets.

**7.7** The Customer acknowledges that the Seller has no control over the pricing of Tickets and that any description of the position of seats is that of the Promoter or the Venue. The Seller, Venue and/or Promoter reserve the right to provide alternative seats at an Event to those specified on the Ticket if the staging of the Event reasonably requires, provided that they are of no less value to that stated on the Ticket.

**7.8** Where a concession is claimed, proof of identity and concession entitlement (for example, age or student status) may be required.

**7.9** Ownership or possession of a Ticket does not confer any rights (by implication or otherwise) on the Customer to use, alter, copy or otherwise deal with any symbols, trade marks, logos and/or intellectual property appearing on the Ticket.

**7.10** Where any valid claim in respect of the Hospitality Package which is based on the validity of the Tickets is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace such Tickets free of charge or, at the Seller's sole discretion, refund to the Customer the Price of the Hospitality Package (or a proportionate part of the Price), but the Seller shall have no further liability to the Customer.

## **8 EVENTS AND CANCELLATIONS**

**8.1** The Seller has no control over the running of the Event and the Seller gives no warranty and makes no representation that the Event shall take place and, subject to Conditions 8.3 and 8.4, the Seller shall not be liable to give any refund in the event of the Event being cancelled or postponed.

**8.2** It is the Customer's responsibility to ascertain whether an 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 Seller will use its reasonable endeavours to notify the Customer using the details provided at the time of Confirmation but the Seller does not guarantee that the Customer will be informed of such cancellation before the date of the Event.

**8.3** If for any reason the Event is postponed, the Customer's booking for that Event will be valid for the re-scheduled Event (if any) save where such re-scheduled Event takes place at a location other than the original Venue.

**8.4** If for any reason outside the control of the Seller (including, without limitation, due to the circumstances set out in Condition 10) the Event is postponed, cancelled or abandoned (whether wholly or in part) any refunds shall be limited to refunds (if any) that may be payable under the rules and regulations of the Venue and/or Promoter and the Customer is advised to take out its own insurance to cover such risks.

**8.5** Where a refund is sought, the Customer must bring this to the attention of the Seller as soon as reasonably possible upon becoming aware of the cancellation, postponement or abandonment.

**8.6** For football matches, no guarantees can be given that the Event will take place at a particular time or on a particular date and the Venue and/or the Promoter reserve the right to reschedule any such Event without notice and without any liability whatsoever. The details given on football tickets are indicative only and it is the Customer's responsibility to check the final arrangements for any matches for which they have tickets, including the date and kick-off time of any such Event.

**8.7** Subject as expressly provided in these Conditions, and except where the Hospitality Package is sold to a person dealing as a consumer (within the meaning of the Consumer Rights Act 2015), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

**8.8** Where the Hospitality Package is sold under a consumer transaction (as defined by the Consumer Protection from Unfair Trading Regulations 2008) the statutory rights of the Customer are not affected by these Conditions.

**8.9** The Seller has no control over the running of the Event or the Venue and accepts no liability for any acts or omissions on the part of persons organising the Event or operating the Venue or their servants, agents, employees or sub-contractors and makes no representation that any individual artist, performer, player or participant shall appear at the Event.

**8.10** Any complaints concerning the Hospitality Package must be notified to the Seller in writing as soon as reasonably practicable after the Event.

## **9 LIMITATION OF LIABILITY**

**9.1** Notwithstanding anything to the contrary in these Conditions, the Seller shall not be liable to the Customer for any indirect or consequential loss or damage (including, without limitation, loss of revenue, loss of profits or loss of anticipated savings) arising out of or in connection with the performance or any breach of the Contract and the maximum liability of the Seller to the Customer in aggregate for any and all claims made against the Seller in contract, tort or otherwise under or in connection with the subject matter of the Contract shall not exceed the total Price paid for the Hospitality Package by the Customer to the Seller in respect of the Contract.

**9.2** Nothing in this Condition 9 shall operate to exclude liability for death or personal injury resulting from the negligence of the Seller.

## **10 FORCE MAJEURE**

The Seller shall not be liable to the Customer or be deemed to be in breach of the Contract or these Conditions by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Contract or to these Conditions if the delay or failure is due to any act beyond the Seller's reasonable control, including but not limited to; any act of God, adverse weather conditions, explosion, fire or accident, war or threat of war, terrorist activity or threat of terrorism, sabotage, insurrection, civil disturbance or requisition, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or local authority, import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes, power failure or postponement or cancellation of an Event.

## **11 CUSTOMER DEFAULT**

**11.1** The Seller may without prejudice to any rights or remedies which it may have against the Customer defer or cancel the Contract if:

(a) the Customer commits a material breach of any of its obligations under the Contract which is not capable of remedy; or

(b) the Customer has committed a material breach of any of its obligations under the Contract which is capable of remedy but which has not been remedied within a period of 7 days following receipt of written notice to do so; or

(c) the Customer enters into any compromise or arrangement with its creditors, or if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction as a solvent company) or if a petition is presented to court, or if a receiver, manager, administrative receiver or administrator is appointed in respect of the whole or any part of the other party's undertaking or assets; or

(d) the Customer (if in business) ceases or threatens to cease to carry on its business; or

(e) the Customer (if an individual) is made bankrupt; or

(f) the Customer fails to pay the Price in full with less than 8 weeks remaining prior to the Event following the issue of an invoice requesting payment of the Price.

## **12 INDEMNITY**

The Customer shall indemnify the Seller in full against and hold the Seller harmless from all claims, costs, damages, liabilities, expenses (including but not limited to legal expenses) demands and judgements awarded against or incurred or paid by the Seller as a result of or in connection with any and all acts or omissions of the Customer, its guests, employees, agents or subcontractors including but not limited to acts or omissions at the Event and damage caused to the Venue by the Customer or its guests.

## **13 VENUE CONDITIONS**

**13.1** The Customer is responsible for its guests and will procure that its guests comply with these Conditions (where relevant) and with any rules, regulations and directions set down by the Seller, the Promoter and/or the Venue owner including, without limitation, any and all relevant statutes, safety announcements, Venue regulations and conditions of sale applicable to Tickets.

**13.2** The Customer will not resell or otherwise transfer, or offer for sale or transfer any part of a Hospitality Package without the prior written consent of the Seller.

**13.3** The Customer will not use any or part of a Hospitality Package (including, for the avoidance of doubt, any Tickets) as prizes in competitions, sweepstakes, raffles, draws or for other similar commercial, promotional or charitable purposes without the Seller's prior written consent.

**13.4** The Customer will not display any signage, promotional material or other such items anywhere at the Venue without the Seller's prior written consent.

**13.5** The use of equipment for recording or transmitting any audio, visual or audio-visual material or any information or data inside any Venue is strictly forbidden. Unauthorised recordings, tapes, films or similar items may be confiscated and destroyed. Neither the Venue nor the Promoter shall be liable for any loss or damage to confiscated items.

**13.6** The management of the Venue reserves the right to request that Ticket holders leave the Venue at any point on reasonable grounds (including, by way of example only, where Ticket holders fail to comply with Venue regulations or act in a manner which, in the reasonable opinion of the Venue, is likely to affect the enjoyment of other visitors to the Venue) and may take appropriate action to enforce this right. The Customer and the Customer's guests must comply with instructions and directions given by Venue staff and stewards. No refunds will be given to Ticket holders who are refused entry or ejected due to their own behaviour

**13.7** The management of the Venue reserves the right to conduct security searches from time to time and confiscate any item which, in the reasonable opinion of the management of the Venue, may cause a danger or disruption to other members of the audience or the Event.

**13.8** As a minimum, smart casual attire is required in the facilities at the Venue and the Seller reserves the right to refuse admission to any person wearing inappropriate items of clothing and/or footwear or to require any such person to leave the Venue. Specific advice in relation to dress code will be included in the event information section of any hospitality documentation sent to the Customer.

**13.9** Where drinks are bought on a consumption basis, returns of open bottles of wine, spirits, and part kegs of draught beer and lager cannot be accepted.

**13.10** Neither the Seller, the Venue nor the Promoter accepts any responsibility for any loss or damage to personal possessions brought into the Venue by the Customer or its guests other than as caused as a result of the negligence of the Seller or that of the Venue or the Promoter.

**13.11** By attending an Event, Ticket-holders consent to filming and sound recording of themselves as members of the audience. The Venue or Promoter may use such films and recordings (including any copies) without payment.

**13.12** A breach by the Customer of paragraph 13.2 or 13.3 shall entitle the Seller to terminate the Contract without refund to the Customer.

There are some broader related clauses at these venues; terms can be accessed via hyperlinks for [The Rugby Football Union](#), [Fever-Tree Championships at The Queen's Club](#), [Lord's](#) and [The Championships, Wimbledon](#).

## **14 GENERAL**

**14.1** The Contract is personal to the Customer and the Customer shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract. The Seller shall be entitled to assign or sub-contract any of its rights, benefits and interests in or under the Contract to third parties.

**14.2** Notices shall be deemed to be served on delivery when delivered by hand, on receipt of a printout confirming due transmission when transmitted by electronic mail or facsimile, or 5 days after mailing if sent by mail, provided the postage is properly paid and such notice is correctly addressed to the respective party at the address made known by each party prior to entering into



the Contract. If a party changes its address for notification purposes, then it shall give the other party written notice of the new address and the date on which it shall become effective.

**14.3** No waiver by the Seller of any breach of the Contract or these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

**14.4** Nothing in the Contract or these Conditions shall constitute or be construed as constituting a partnership or joint venture between the Seller and the Customer or shall authorise either party to enter into contractual relationships or incur obligations on behalf of the other party.

**14.5** Any person, other than the Venue or the Promoter, not a party to these Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract or these Conditions.

**14.6** If any provision of these Conditions or the Contract is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the invalidity or unenforceability of that provision will not affect the validity or enforceability of the remainder of these Conditions and the Contract shall continue in full force and effect.

**14.7** Use of Customers' personal information is governed by the Seller's Privacy Policy, details of which are on the Website and are available [here](#). In addition to the arrangements detailed in the Seller's Privacy Policy, in respect of bookings for Hospitality Packages for certain Events/at certain Venues, the Seller will use information provided by the Customer to process the booking and deliver the services to the Customer, and the Seller will share this information with the Venue and/or the Promoter (as applicable) for the purposes of the Venue and/or the Promoter (as applicable) managing the arrangements at the Venue/Event and, where applicable, facilitating elements of the service delivery to the Customer. Where information is shared with the Venue and/or Promoter (as applicable), such information will be processed in accordance with the Venue's and/or Promoter's privacy policy (which is available on such party's website or on request to such party) and, only where the Customer has specifically opted-in to consent, used for marketing purposes to receive marketing material from the Venue and/or Promoter (as applicable). If the Customer has any questions about how the Seller collects and processes information, or about the Seller's Privacy Policy more generally, please contact [dpo@compass-group.co.uk](mailto:dpo@compass-group.co.uk).

**14.8** If any dispute arises with respect to the sale of a Hospitality Package pursuant to these Conditions, the Seller and the Customer shall each use their respective reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable settlement satisfactory to both parties.

**14.9** Whilst not restricting either party's rights to pursue court proceedings, if the Seller and the Customer are unable to settle any dispute by negotiation within 28 days, the parties may attempt to settle it by mediation. To initiate mediation a party must give written notice to the other party to the dispute requesting a mediation. The mediation shall be conducted in accordance with the STAR Code of Practice and Dispute Resolution Procedure current at the date of the referral, which sets out the procedures to be adopted, the process of selection of the mediator and the costs involved, and which terms are deemed incorporated into these Conditions.

STAR can be contacted at: PO Box 43, London WC2H 7LD: Tel. 0844 8794272

email: [info@star.org.uk](mailto:info@star.org.uk)

**14.10** As an online trader, the Seller also draws the Customer's attention to the European Commission's Online Dispute Resolution Platform which is accessible via the following link: <http://ec.europa.eu/consumers/odr/>.

**14.11** These Conditions and the Contract shall be governed by and construed in accordance with the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English courts.