
Website Terms of Use

Last Revised: 07 June 2023

Introduction

These are the terms and conditions of use for [ticket website address] (“Site”). The Site is operated by Access Everywhere Limited, (“we”, “us”, and “our”) a company registered in England number 10993207, whose registered office is at 124 Finchley Road, London NW3 5JS. We are an Associate member of the Society of Ticket Agents and Retailers.

Your use of the Site is subject to these terms and conditions and by using the Site you agree to be bound by them.

We reserve the right to change these terms and conditions from time to time by changing them on the Site.

About us

Access Everywhere is a ticket agent which operates this website for purchasing theatre and show/event tickets. In some cases, you will be purchasing tickets from us directly, and in other cases we will be acting as agent on behalf of a third-party ("Owner") from whom you will be purchasing tickets and who has authorised us to sell the tickets on their behalf.

How we work

You can browse the site for tickets to shows, events and theatre performances. If you would like to purchase a ticket, you will need to register a payment card with the site. We reserve the right to refuse to accept any users at our sole discretion. You will then have access to the Owner's inventory where you can choose your seats and purchase your tickets. You can pay for your ticket via our third-party payment providers. Once you have purchased your tickets, you will receive a confirmatory e-mail confirming (amongst other things) the number of tickets, price, and reference number. If collecting tickets from the venue (where applicable) you must have your reference number. We will send you a reminder email before you are due to attend your event

Ordering and availability

Tickets may be ordered by clicking on the items you wish to purchase and then following the prompts that will appear on-screen. You may check and correct any input errors in your order up until the point at which you submit your order by tapping the “BUY NOW” button on the checkout page. In respect of tickets purchased directly from us, the contract between you and us in relation to the Tickets ordered (“Contract”) will only be formed when we send you an email confirming your purchase (“Order Confirmation”).

In respect of ticket sales where we are acting as agent on behalf of the Owner, such contract will be between you and the Owner, and the Owner will be the party under a legal duty to supply you with

goods that are in conformity with the contract. In such cases our role is merely to facilitate the purchase of your tickets from the relevant Owner, by acting as the Owner's agent to sell the tickets.

In respect of tickets purchased directly from us:

1. We guarantee that the ticket you purchase through the Site will provide valid entry to the event described on the ticket, and that the ticket you receive from us will be the same one as the one purchased through the Owner.
2. If the ticket you receive from us is not the same one as purchased through the Owner, then We will provide you with a ticket of the equivalent face value or, if we cannot provide this, we will provide a full refund, including any of our fees.

Data

By purchasing through our site, you give us the consent to use your contact information for communication purposes.

Event postponement / cancellation

In the event a live event is cancelled or postponed, we will attempt to contact you to inform you of refund or exchange procedures. We or Owner, if applicable, guarantees that if an event is cancelled and not rescheduled, we, or the Owner if the ticket was purchased from them, will provide you with a Voucher equivalent to the full purchase price of your tickets.

A Voucher is a credit worth the same amount as the total amount charged in the original transaction. You may request a refund in lieu of a Voucher but such refund will not include any applied booking or order fee, but you **MUST** do so in writing within ten (10) days from the issuance of the Voucher. If you do not we will consider the offer of a Voucher in lieu of refund to be accepted by you.

Should a Voucher be used towards the purchase of a future event that itself is subsequently cancelled, a replacement Voucher in the amount of the purchase price (not including booking, handling, or order fees) will be issued and this will not be replaced by a Voucher relative to the value of that successive transaction. To request a refund for any cancelled or postponed event, please email ticketing@accesseverywhere.com

You arrange for travel, accommodation, and other services related to the performance at your own risk. If a show is cancelled, our liability for such arrangements is strictly limited to the price of the tickets purchased.

Risk and title

Tickets ordered will be at your risk from the time you collect the ticket. Ownership of the Tickets ordered will also pass to you on collection provided full payment of all sums due in respect of the Tickets has been received.

Price and payment

The price of Tickets is as quoted on the Site. If applicable, prices include VAT. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

In respect of ticket sales where we are acting as agent on behalf of the Owner, we may charge a fee on top of the face value of a ticket for the provision of our services, ticket delivery, or order processing costs. This is separate to the price for the ticket and will be displayed at checkout and will be paid to us directly.

Payment for all orders must be made by credit or debit card on the checkout page. We will not charge your credit or debit card until we send you your Order Confirmation and no order will be deemed to have been accepted until you receive said Order Confirmation.

You should be aware that online payment transactions are subject to validation checks by your card issuer, and we are not responsible if your card issuer declines to authorise payment for any reason. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. We are not responsible for this.

Cancellation and refunds of Tickets

Up to 48 hours before a performance commences, tickets may, subject to availability, be exchanged for another performance of the same production upon return of tickets for which an exchange fee and difference in ticket price will be charged. It is not possible to exchange or refund tickets once the start time on the date of the booking has passed.

Exchanges and Resale

Bookings made online, via telephone or in person may be subject to a exchange fee.

If someone in your party feels unwell, please contact the box office as early as possible. Subject to a per ticket exchange fee up to 48 hours prior to the performance we can try and exchange your tickets to a different performance within the same production. Please note that this is not possible in all cases and is always at the box office's discretion.

Reselling a ticket for profit or commercial gain makes it void. Access Everywhere will cancel your booking and the ticketholder will be refused entry. Access Everywhere will blacklist any buyer if the buyer resells or offers for re-sale any ticket through a secondary ticketing facility as defined in the Consumer Rights Act 2015.

We reserve the right to make alterations to the advertised programme, casting or schedule at any time and without advance notice.

Conditions of Entry to Events

Every member of the audience must have a ticket.

For security reasons, bags may be searched as a condition of entry.

Electronic devices should be switched off before entering the venue.

The use of cameras and filming equipment is strictly prohibited without permission.

There may be general filming, sound recording or photography in or around the venue. By entering the venue, you and your party are consenting to being filmed, recorded, or photographed as a member of the audience and this footage may be used for advertising or promotional purposes.

CCTV is in operation in the venue.

Strobe lighting, smoke effects and gunshots and other triggers are sometimes used in events; details are available at the Box Office after the first preview. We will also place signage indicating what effects are to be used outside the venue.

Please note that the venue may not have cloakroom or storage facilities for bicycles or luggage.

The venue accepts no responsibility for any personal property brought to the venue.
Hot Food or alcoholic drinks purchased off site are not permitted for consumption inside the venue.

Latecomers

Customers who arrive late for a performance may not be admitted until a suitable break. Certain venues/productions may not admit latecomers at all. You **MUST** enquire with the venue for specific information on their latecomer policy, this is **YOUR** responsibility and has **NOTHING** to do with us. If it is not possible to admit a latecomer for any reason, **no refunds will be offered**.

Misconduct

We can request that you leave the event performance space, and we will take appropriate action to enforce such right without refund if:

- you do not comply with the instructions and directions given by our staff.
- you partake in any prohibited conduct.
- in our opinion, your conduct poses a risk to the safety of the audience and/or affects the enjoyment of the audience or running of the performance.

We reserve the right to refuse admission or eject any person that it believes is likely to cause a nuisance, disturbance or threat to other audience members, the venue or workers at the venue.

Lost Property

We do not accept liability for personal property which has been lost or damaged during our performance and that it is your responsibility to safeguard your own personal belongings.

Referral Codes, Credits, and Vouchers.

We reserve the right to cancel any referral program at any time. We may from time to time, in our sole discretion, issue customer service credits and/or vouchers, which we reserve the right to revoke with or without notice.

Our liability

As far as the law permits, in no event shall we be liable to you for any losses and any liability we do have for losses you suffer arising from any Contract shall not exceed the purchase price of the relevant Tickets and is strictly limited to losses that were reasonably foreseeable. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

We will not be liable or responsible for any failure to perform, or delay in performance, or any of our obligations under any Contract that is caused by events outside our reasonable control.

Access to the Site

It is your responsibility to ensure your equipment (computer, laptop, netbook, tablet, or other mobile device) meets all the necessary technical specifications to enable you to access and use the Site and is compatible with the Site.

We may, from time to time, restrict access to certain features, parts or content of the Site, or the entire Site, to users who have registered with us. You must ensure that any registration details you provide are accurate. If you choose, or you are provided with, a log-on ID (such as a username and password or other identifier) as part of our security procedures, you must treat such information as confidential and must not reveal it to anyone else. You are responsible for all activities that occur under your log-on ID and must notify us immediately of any unauthorised use or other security breach of which you become aware. We reserve the right to disable any log-on ID, at any time, if in our opinion you have failed to comply with any of the provisions of these terms and conditions or if any details you provide for the purposes of registering as a user prove to be false.

We cannot guarantee the continuous, uninterrupted, or error-free operability of the Site. There may be times when certain features, parts or content of the Site, or the entire Site, become unavailable (whether on a scheduled or unscheduled basis) or are modified, suspended, or withdrawn by us, in our sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Site, or any features, parts, or content of the Site.

What you are allowed to do

You may only use the Site for non-commercial use and only in accordance with these terms and conditions. You may retrieve and display content from the Site on a computer screen, print and copy individual pages and, subject to the next section, store such pages in electronic form. Additional terms may also apply to certain features, parts, or content of the Site and, where they apply, will be displayed on-screen or accessible via a link.

What you are not allowed to do

Except to the extent expressly set out in these terms and conditions, you are not allowed to:

- store pages of the Site on a server or other storage device connected to a network or create an electronic database by systematically downloading and storing all of the pages of the Site;
- remove or change any content of the Site or attempt to circumvent security or interfere with the proper working of the Site or the servers on which it is hosted; or
- create links to the Site from any other website, without our prior written consent.

You must only use the Site and anything available from the Site for lawful purposes (complying with all applicable laws and regulations both of the UK and wherever you may reside), in a responsible manner, and not in a way that might damage our name or reputation or that of any of our affiliates.

All rights granted to you under these terms and conditions will terminate immediately if you are in breach of any of them.

Intellectual property rights

All intellectual property rights in any content of the Site (including, but not limited to, text, graphics, software, photographs and other images, videos, sound, trademarks, and logos) are owned by us or our licensors. Except as expressly set out here, nothing in these terms and conditions gives you any rights in respect of any intellectual property owned by us or our licensors and you acknowledge that you do not acquire any ownership rights by downloading content from the Site. Downloading, distributing, or sharing video content booked through an account with us is strictly prohibited. In the event you print off, copy or store pages from the Site (only as permitted by these terms and

conditions), you must ensure that any copyright, trademark, or other intellectual property right notices contained in the original content are reproduced.

Content

We may change the format and content of the Site from time to time. You agree that your use of the Site is on an "as is" and "as available" basis and at your sole risk.

Whilst we try to make sure that all information contained on the Site (other than any user-generated content) is correct, it is not intended to amount to authority or advice on which reliance should be placed. You should check with Us or the relevant information source before acting on any such information.

Except to the extent that our Site Terms of Supply apply, we make or give no representation or warranty as to the accuracy, completeness, currency, correctness, reliability, integrity, quality, fitness for purpose or originality of any content of the Site and, to the fullest extent permitted by law, all implied warranties, conditions or other terms of any kind are hereby excluded and we accept no liability for any loss or damage of any kind incurred as a result of you or anyone else using the Site and or relying on any of its content.

We cannot and do not guarantee that any content of the Site will be free from viruses and/or other code that may have contaminating or destructive elements. It is YOUR responsibility to implement appropriate security safeguards (including, but not limited to, anti-virus and other security checks) to satisfy your requirements as to the safety and reliability of content.

Your personal information

Use of your personal information submitted to or via the Site is governed by our [Privacy and Cookie Policy](#).

User content

The Site may allow you to upload user-generated content in public areas so that you may review material in the comment's pages (User Content Areas). We do not control the material submitted to User Content Areas (collectively User Submissions), nor are User Content Areas actively moderated. You are solely responsible for the content of your User Submissions as submitted by you and acknowledge that all User Submissions express the views of their respective authors, and not our views.

If you participate in any User Content Areas, you must:

- keep all User Submissions relevant to the purpose of the User Content Area;
- not submit any User Submission that is unlawful, threatening, abusive, defamatory, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party;
- not submit any User Submission that contains any viruses and/or other code that has contaminating or destructive elements;
- not submit any User Submission containing any form of advertising; and
- not impersonate, or misrepresent an affiliation with, any person or entity.

You agree that, by submitting any User Submission, you grant us and our affiliates a perpetual, irrevocable, worldwide, non-exclusive, royalty-free and fully sub-licensable right and licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Submission (in whole or part) and/or to incorporate it in other works in any form, media or technology, and you waive any moral rights you may have in, or to be identified as the author, of such User Submission.

Whilst we do not pre-screen User Submissions, we reserve the right, in our sole discretion, to delete, edit or modify any User Submission submitted by you and/or to close any topic, at any time without notice to you.

Complaints about the content of any User Submission must be sent to legal@theeverywheregroup.com and must contain details of the specific User Submission giving rise to the complaint.

External links

The Site may, from time to time, include links to external Sites, which may include links to third party offers and promotions. We include these to provide you with access to information, products, or services that you may find useful or interesting. We are not responsible for the content of these Sites or for anything provided by them and do not guarantee that they will be continuously available. The fact that we include links to such external Sites does not imply any endorsement of or association with their operators or promoters.

General

You may not transfer or assign any of your rights or obligations under these terms and conditions.

All notices given by you to us must be given in writing to the address set out at the end of these terms and conditions. We may give notice to you at either the email or postal address you provide to us when placing an order.

Failure to enforce any of our rights under these terms and conditions does not act as a waiver of those rights.

If any provision of these terms and conditions is found to be unenforceable, all other provisions shall remain unaffected.

These terms and conditions and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any contract and may not be varied except with our express written consent.

Contracts may be concluded in the English language only and that no public filing requirements apply.

These terms and conditions shall be governed by English law, and you agree that any dispute between you and us regarding them or any contract will only be dealt with by the English courts, provided that, if you are a consumer and not a business user and you live in a part of the United Kingdom other than England, the applicable law of that part of the United Kingdom will govern and any dispute will be dealt with by the relevant competent court of that part of the United Kingdom.

Nothing contained in these terms and conditions shall prevent us from bringing proceedings to protect Our intellectual property.

Contacting us

Please submit any questions you have about these terms and conditions or any problems concerning the Site by email to ticketing@accesseverywhere.com