

OUR TERMS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply Event Tickets to you, through our online website. Please note that these terms do not cover the lottery run by Severn Promotions Company Limited (Company Number: 02973920) which is governed by a separate terms and conditions (terms and conditions found at: <https://www.severnhospice.org.uk/support-us/lottery/> or the sale of goods through our website by Severn Hospice Limited (also governed by separate terms and conditions)

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the Event Tickets to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** In these terms references to 'Severn Hospice', 'we', 'our' or 'us' are to Severn Hospice Limited, a company limited by guarantee (Company Number: 01608025), with the registered office at Bicton Heath, Shrewsbury, Shropshire, SY3 8HS. Our VAT number is 125457712.

2.2 **How to contact us.** You can contact us via the details on your order or by telephoning our reception at 01952 221350 or by writing to us at fundraising@severnhospice.org.uk or Severn Hospice, Apley Castle, Telford, TF1 6RH.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing"** includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

2.5 **Event Ticket(s):** this may refer to a ticket or tickets, in the plural. These can refer to tickets or any other form of proof of purchase to gain entry to any event whereby tickets are being sold by Severn Hospice Limited through their website. In the vast majority of cases, this will not be a physical ticket and the details registered with us during the order process will be used to gain access to the relevant event.

2.6 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

2.6.1 acts of God, flood, drought, earthquake or other natural disaster;

2.6.2 epidemic or pandemic;

2.6.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

2.6.4 nuclear, chemical or biological contamination or sonic boom;

2.6.5 any law or any action taken by government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;

2.6.6 collapse of buildings, fire, explosion or accident;

2.6.7 interruption or failure of utility service; and

2.6.8 where any entity operating the venue where an event is to be hosted withdraws permissions to hold the event(s) for reasons not within our reasonable control.

2.7 **Refund Policy:** the policy describing how we deal with refunds as set out in clause 8.2.

3. OUR CONTRACT WITH YOU

3.1 **How we will accept your order.** Our acceptance of your order will take place when you receive an email confirmation, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Event Tickets. This might be because the tickets are out of stock, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the ticket.

3.3 **Your order number.** Each order is assigned a unique reference number, usually issued as a transaction identification number when payment is taken by our payment processor around the point at which we accept your order. It will help us if you can tell us this unique reference number whenever you contact us about your order. This unique reference number may differ from the number on the ticket.

3.4 **We only sell to the UK.** Our website is solely for the promotion of our events in the UK. If you are outside of this jurisdiction but would like to place an order, you can contact us to see if we can accommodate your request by telephoning our reception at 01952 221350 or by writing to us at fundraising@severnhospice.org.uk or Severn Hospice, Apley Castle, Telford, TF1 6RH.

4. YOUR RIGHTS TO MAKE CHANGES

4.1 If you wish to make a change to your order, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Event Ticket or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7 - Your rights to end the contract).

4.2 Except in the event of a Force Majeure Event, Event Tickets are non-refundable and non-returnable.

5. OUR RIGHTS TO MAKE CHANGES

5.1 **Minor changes to the events.** We may change the events in the following ways:

5.1.1 to reflect changes in relevant laws and regulatory requirements;

5.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect the service you will receive;

5.1.3 by making changes to start and finish times; and

5.1.4 by making changes to the venue location within a reasonable distance of the original venue.

5.2 **More significant changes to the events and these terms.** Every effort is made to ensure that information is correct at the time of publication, however, we reserve the right to make alterations to events where necessary. If major changes are made to an event (including those listed below) you may be entitled to receive a full refund in accordance with our Refund Policy:

5.2.1 changes to the date of the event including where an event is cancelled;

5.2.2 changes to pricing in relation to an event; and

5.2.3 changes to the venue of the event, other than a change to the venue location within a reasonable distance.

6. PROVIDING THE EVENT TICKETS

6.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website, if relevant.

6.2 **When we will provide the Event Tickets.** During the order process we will let you know when the Event Tickets will be available to you (if applicable). We will send you a confirmation email immediately following or at the same time as the confirmation of the order. In the vast majority of cases, you will not receive a ticket (physical or electronic), and you will need to use the details you registered with us during the order process to gain access to the relevant event at the relevant time. In some cases, the Event Ticket will be delivered or emailed to you following completion of payment of the order. We will let you know if this is the case. The completion date for the event is as told to you during the order process.

6.3 **We are not responsible for delays outside our control.** If our supply of the tickets and/or the event is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and may receive a refund in accordance with our Refund Policy.

6.4 **Inspection of Event Tickets.** If we have sent you an Event Ticket, please ensure that you bring your Event Ticket to the event in order to be allowed access. This will need to be printed out. Failure to be able to produce your Event Ticket may result in your expulsion from the Event. In most cases (where we have not sent you an Event Ticket), you will need to provide the contact details that you registered when ordering the tickets to gain access to the relevant event.

6.5 **When you own the Event Tickets.** If we have sent you an Event Ticket, you own the tickets once we have received payment in full. Once you own the Event Ticket, you are responsible for them in their entirety. We will not be responsible for any lost, stolen or destroyed Event Tickets, and they cannot be replaced. We advise that you check your Event Ticket upon receipt as mistakes cannot always be rectified. If there is a mistake, please contact reception as set out in clause 10.1.

6.6 **What are the conditions of entry for the Event.** Admission to the event and to the venue is subject to the terms and conditions of Severn Hospice Limited and the venue. It is required that you comply with all health, safety and security requirements as stipulated in such terms and conditions. Children under the age of 16 must be accompanied by an adult.

6.7 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Event Tickets to you and/or allow you to gain access to an event, for example, name, address, contact telephone number and/or email address. If so, this will have been stated in the description of the tickets on our website. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the tickets late or not supplying any part of them or not allowing access to an event if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.8 **Reasons we may cancel or postpone the supply of Event Tickets to you.** We may have to cancel or postpone the supply of an Event Ticket to:

6.8.1 deal with technical problems or make minor technical changes; or

6.8.2 update the Event Ticket to reflect changes in relevant laws and regulatory requirements.

6.9 **Your rights if we cancel or postpone the supply of services.** We will use reasonable endeavours to notify you in advance that we will be cancelling or postponing an event, unless the problem is urgent or an emergency. It is not guaranteed that you will be informed of such cancellation or postponement prior to the event date. You may contact us to end the contract for the Event Ticket if we cancel or postpone the event, or tell you we are going to cancel or postpone it, and we may refund any sums you have paid in advance for the Event Ticket in accordance with our Refund Policy.

6.10 **We may also cancel or postpone the supply of the services if you do not pay.** If you do not pay us for the Event Tickets when you are supposed to (see clause 11.4) and you still do not make payment within 7 days of us reminding you that payment is due, or prior to the event taking place (whichever is sooner), we may cancel the Event Tickets until you have paid us the outstanding amounts. We will contact you to tell you we are cancelling the tickets, temporarily, until you have made payment. We will not cancel the Event Tickets where you dispute the unpaid invoice (see clause 12).

7. YOUR RIGHTS TO END THE CONTRACT

7.1 **What happens if you have a good reason for ending the contract.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we may refund you in accordance with our Refund Policy for any Event Tickets which have not been provided or have not been provided properly. The reasons are:

- (a) we have told you about an upcoming change to the event or these terms which you do not agree to (see clause 5.2);
 - (b) we have told you about an error in the price or description of the Event Ticket that you have ordered and you do not wish to proceed;
 - (c) there is a risk that event may be significantly delayed because of events outside our control;
 - (d) we have postponed the event for technical reasons, or notify you we are going to postpone the event for technical reasons; or
 - (e) you have a legal right to end the contract because of something we have done wrong.
- 7.2 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For the purchase of tickets to an event, except in the event of a Force Majeure Event, tickets are non-refundable and non-returnable. However, under the Consumer Contracts Regulations 2013, if you have bought a ticket online, without a specific date listed, you have the legal right to change your mind within 14 days and receive a refund. These rights are set out under the Consumer Contracts Regulations 2013. Further details about how we process refunds are set out in our Refund Policy.

7.3 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

7.3.1 events, once these have occurred, even if the cancellation period is still running; and

7.3.2 tickets with specific event dates or times specified, where none of the scenarios as set out in clause 7.1 apply.

7.4 How long do I have to change my mind? If you have bought a ticket online, without a specific date listed, you have 14 days to change your mind and receive a refund (please see our Refund Policy for further information about how we process refunds). If you bought an event ticket for a specific date, you are not entitled to change your mind, unless any of the circumstances in clause 7.1 apply.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

8.1.1 Phone or email. Call reception on 01952 221350 or email us at fundraising@severnospice.org.uk. Please provide your name, home address, details of the order (including your unique reference number) and, where available, your phone number and email address.

8.1.2 Online. Complete the form: www.severnospice.org.uk/contact-us/compliments-complaints/ on our website.

8.1.3 By post. Post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, your unique reference number, when you ordered or received it and your name and address.

8.2 How we will refund you. If you are entitled to a refund under these terms we will contact write to you to let you know and to ask you how you would like us to deal with the money to be refunded. We will give you the following options:

8.2.1 A full refund (subject to clause 9.2). In which case, we will refund you the price you paid for the tickets by the method you used for payment (we will ask you to provide payment information again as we do not retain such details);

8.2.2 Use the money as full or part payment for another event or for the same event the following year if applicable (any remaining balance will be payable at the time you make such a request); or

8.2.3 Donate the money to Severn Hospice.

We will not hold money to be refunded indefinitely and we do not retain payment information for our customers to be able to refund automatically. Therefore, if you do not respond to our request about how to deal with the money to be refunded within [28] days, you will be deemed to have chosen the option to donate pursuant to clause 8.2.3.

8.3 When your refund will be made. If you choose to receive a refund (pursuant to clause 8.2.1), we will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

9. OUR RIGHTS TO END THE CONTRACT

9.1 We may end the contract if you break it. We may end the contract for an Event Ticket to an event at any time by writing to you if:

9.1.1 we do not receive payment and you still do not make payment within 7 days of us reminding you that payment is due;

9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Event Tickets;

9.1.3 you do not, within a reasonable time, allow us to deliver the tickets to you (if applicable).

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1, our Refund Policy will apply, but we will only refund any money you have paid in advance for Event Tickets for events that have not occurred. We may also deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 We may withdraw the service. We may write to you to let you know that we are going to cancel an event. We will let you know in advance of this and our Refund Policy will apply to any sums you have paid in advance for events which will not be provided.

10. IF THERE IS A PROBLEM WITH THE TICKET

10.1 How to tell us about problems. If you have any questions or complaints about the Event Tickets, please contact us. You can telephone our reception at 01952 221350 or write to us at fundraising@severnospice.org.uk or Severn Hospice, Apley Castle, Telford, TF1 6RH

10.2 Summary of your legal rights. We are under a legal duty to provide Event Tickets that are in conformity with this contract.

11. PRICE AND PAYMENT

11.1 Where to find the price for the ticket. The price of the ticket (which includes

VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the ticket advised to you is correct. However, please see clause 11.3 for what happens if we discover an error in the price of the ticket you order.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date of the relevant event, we will adjust the rate of VAT that you pay, unless you have already paid for the ticket in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the tickets we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the ticket's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the ticket's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, and require the return of any tickets provided to you (if applicable). Our Refund Policy will apply to any sums you have paid.

11.4 When you must pay and how you must pay. We accept payment with MasterCard, Maestro Card, Visa, Visa Debit and Visa Electron or such other list of payment methods as stated on our website from time to time. You must pay at the time that you place the order, before the Event Tickets are provided (if applicable). and

11.5 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Event Tickets as summarised at clause 10.2.

12.3 We are not responsible for any additional costs lost through the cancellation or postponement of events. We will only refund the price paid for the Event Ticket in these circumstances (in accordance with our Refund Policy).

12.4 We are not responsible for any loss or damage caused by you. This can include the cost of replacement or repairation.

12.5 We are not liable for business losses. We only supply the Event Tickets for private use. If you use the tickets for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we may use your personal information. We will only use your personal information as set out in our Privacy Policy, which can be found on our website (<https://www.severnospice.org.uk/privacy-policy/>).

14. OTHER IMPORTANT TERMS

14.1 We may transfer this Agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and our Refund Policy will apply to any payments you have made in advance for Event Tickets not provided.

14.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms (including tickets or other forms of event access), to another person if we agree to this in writing. We may require the person to whom the rights or obligations are transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by providing legal proof of the transfer.

14.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Event Tickets, we can still require you to make the payment at a later date.

14.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the Event Tickets in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Event Tickets in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Event Tickets in either the Northern Irish or the English courts.