

# Buch Ltd Purchase Policy

Buch Ltd is a company registered in England and Wales under company number 836 4631, with registered office at 45 Borthwick Road, London E15 1UE ("we", "us", "our") and is aiming at making your purchasing experience easy, efficient and equitable, so we can get you on your way to live events as quickly as possible. This Purchase Policy is designed to ensure your satisfaction and understanding of the purchase process on [buch.co.uk/biletty](http://buch.co.uk/biletty).

## 1. General

1.1 In this Purchase Policy, we refer to any products and/or services offered for sale by us (such as tickets, Platinum Tickets, Packages and Upsells) as "Items". Any reference to a ticket includes (where relevant) a Platinum Ticket.

1.2 To purchase Item(s) from us, you must be 18 or over and have a valid credit/debit card issued in your name.

## 2. Contract

2.1 Any purchase of an Item from us is subject to: (i) this Purchase Policy; (ii) any special terms and conditions which may be displayed on our website; and (iii) the terms and conditions of the Event Partner(s) and/or event, which can be found on their respective websites. Venue terms and conditions may also be available at the venue box office.

2.2 Your contract for purchase of an Item starts once we have confirmed your purchase and ends immediately after the completion of the event for which you have purchased the Item. All purchases are subject to payment card verification and other security checks and your transaction may be cancelled if it has not passed our verification process

2.3 You agree not to obtain or attempt to obtain any Items through unauthorised use of any robot, spider or other automated device or any other illegal or unauthorised activity. We reserve the right to cancel any transaction which we reasonably suspect to have been made in breach of these provisions without any notice to you and any and all Items purchased as part of such transaction will be void.

2.4 We reserve the right to cancel bookings which we reasonably suspect to have been made fraudulently.

## 3. Prices and fees

3.1 Purchases from us may be subject to a per Item service charge and a non-refundable per order delivery fee.

3.2 Whilst we try to ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of any Item you have ordered, we will inform you as soon as possible and give you the option of reconfirming your order at the correct price (and credit or debit your account as applicable) or cancelling your order. If we are unable to contact you, you agree that we may treat the order as cancelled. If you choose to cancel after you have already paid the incorrect price, you will receive a full refund from us.

## 4. Cancellations

4.1 If you have purchased a ticket, you are not entitled to cancel your purchase. Tickets can not be returned or replaced, and offer for resale at the venue. Please contact the event organiser by email with any queries relating to the event.

## **5. Delivery**

5.1 We aim to dispatch tickets as soon as possible. We are not able to specify the exact dates of dispatch, as the arrangements for dispatch depend on when we are in possession of the ticket stock used for a particular event. For some events, we receive ticket stock from our Event Partners close to the event date.

5.2 Please allow as much time as possible for your tickets to arrive. If your tickets have not arrived five days before the event (or, if you are travelling, five days before you leave on your journey), please contact us. Please include your reference number and the name and postcode the booking is made under.

5.3 We post tickets to the billing address of a PayPal. Please make sure that the correct address is given during tickets booking.

5.4 We reserve the right to make tickets available for collection by you at the venue box office. We will notify you by telephone or email of the arrangements for collection (using the details provided by you at the time of ordering) if this becomes necessary. You may be required to provide your booking confirmation email and your photo ID to collect tickets.

5.5 We accept no responsibility for the delivery or quality of the products and/or services. If you have any queries or complaints regarding delivery or quality of dispatched products, please contact us directly. For contact details, please refer to the disclaimer on our website or to the booking confirmation email.

## **6. Tickets**

6.1 Any ticket you purchase from us remains the property of Buch Ltd and is a personal revocable licence which may be withdrawn and admission refused at any time. If this occurs, you will be refunded the sale price of the ticket which has been withdrawn or for which access was refused (including the relevant per ticket service charge but excluding the per order handling fee).

6.2 When you receive your tickets, please keep them in a safe place. We will not be responsible for any tickets that are lost or stolen. Please note that direct sunlight or heat can sometimes damage tickets.

6.3 It is your responsibility to check your tickets; mistakes cannot always be rectified.

6.4 You have a right only to a seat of a value corresponding to that stated on your ticket. We, the venue or Event Partner reserve the right to provide alternative seats (whether before or during the event) to those initially allocated to you or specified on the tickets.

## **Restrictions**

6.5 When purchasing tickets from us, you are limited to a specified number of tickets for each event. This number is included on the first purchase page and is verified with every transaction. This policy is in effect to discourage unfair ticket buying practices.

Tickets may be restricted to a maximum number per person, per credit card and, for some events, a restriction may apply per household. We reserve the right to cancel tickets purchased in excess of this number without prior notice.

6.6 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 restriction shall be displayed on our website 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 displayed on our website.

6.7 You may not resell or transfer your tickets if prohibited by law. In addition, we 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 us is grounds for seizure or cancellation of that ticket without refund or other compensation.

6.8 A ticket shall not be used for advertising, promotions, contests or sweepstakes, unless formal written permission is given by us, provided that even if such consent is obtained, use of our trade marks and other intellectual property is subject to our prior consent.

## 7. **Event**

7.1 It is your responsibility to ascertain whether an event has been cancelled and the date and time of any rearranged event. If an event is cancelled or rescheduled, we will use reasonable endeavours to notify you of the cancellation. We do not guarantee that you will be informed of such cancellation before the date of the event.

7.2 Please note that advertised start times of events are subject to change.

7.3 Tickets are sold subject to our right to alter or vary the programme due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange tickets.

## 8. **Refunds**

8.1 Occasionally, events are cancelled, rescheduled or materially altered by the team, performer or Event Partner for a variety of reasons. Contact us for exact instructions.

8.2 **Cancellation:** If an event is cancelled (and not rescheduled), you will be offered a refund of the sale price of your ticket(s), including the relevant per ticket service charge but excluding the per order handling fee. If an event takes place over several days and one or more day(s) is/are cancelled (but not all the days constituting the event), a partial refund only may be payable corresponding to the day(s) cancelled.

8.3 **Rescheduling:** Unless indicated otherwise in relation to a particular event, if an event is rescheduled, you will be offered seats at any rescheduled event (subject to availability) of a value corresponding with your original tickets. If you are unable to attend the rescheduled event, you will be offered a refund of the sale price of your ticket(s) including the relevant per ticket service charge but excluding the per order handling fee. You must inform us within the time specified by us if you are unable to attend the rescheduled event, otherwise we may reconfirm your booking for the rescheduled date and you will not be entitled to claim a refund.

8.6 If you have purchased from us any Item associated with an event which has been cancelled or rescheduled, we will also refund you the purchase price of such Item

purchased from us, including the per Item service charge but excluding the per order delivery fee.

8.7 This Purchase Policy does not and shall not affect your statutory rights as a consumer. For further information about your statutory rights contact Citizens Advice or the Department for Business Innovation and Skills.

8.8 We regret that tickets cannot be exchanged or refunded after purchase.

## **9. Liability**

9.1 Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by you are at your own risk. Neither we nor the Event Partner(s) shall be liable to you for any loss of enjoyment or wasted expenditure.

9.2 Unless otherwise stated in this clause 9, our liability to you in connection with the event (including, but not limited to, for any cancellation, rescheduling or material change to the programme of the event) and the Item you have purchased shall be limited to the price paid by you for the Item, including any per item service charge but excluding any per order handling fee.

9.3 Neither We nor the Event Partner(s) will be liable for any loss, injury or damage to any person (including you) or property howsoever caused (including by us and/or by the Event Partner(s)): (a) in any circumstances where there is no breach of a legal duty of care owed by us or the Event Partner(s); (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury resulting from our negligence); or (c) to the extent that any increase in any loss or damage results from breach by you of any of the terms of this Purchase Policy and/or any terms and conditions of the Event Partner(s) or your negligence.

9.4 Nothing in this Purchase Policy seeks to exclude or limit our or the Event Partner(s)' liability for death or personal injury caused by our or the Event Partner(s)' (as relevant) negligence, fraud or other type of liability which cannot by law be excluded or limited.

## **10. Admission and Attendance**

10.1 The venue reserves the right to refuse admission should patrons breach any terms and conditions of the event or Event Partner. The venue may on occasions have to conduct security searches to ensure the safety of the patrons.

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

10.3 There will be no pass-outs or re-admissions of any kind.

10.4 The unauthorised use of photographic and recording equipment is prohibited. Any photos, videos and/or recordings may be destroyed or deleted. Laser pens, mobile phones, dogs (except guide dogs) and a patron's own food and drink may also be prohibited (please check with the venue).

10.5 You and other ticket holders consent to filming and sound recording as members of the audience.

10.6 Prolonged exposure to noise may damage your hearing.

10.7 Special effects which may include, without limitation, sound, audio visual, pyrotechnic effects or lighting effects may be featured at an event.

## **11. Queries and Complaints**

11.1 If you have any queries or complaints regarding your purchase, contact us, quoting your order number given to you at the conclusion of placing the order.

11.2 If any dispute arises, we shall use our reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to you, us and the Event Partner.

## **12. Miscellaneous**

12.1 The Event Partner and its affiliates, successors, or assigns may enforce these terms in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 (the "Act"). Except as provided above, this agreement does not create any right enforceable by any person who is not a party to it under the Act, but does not affect any right or remedy that a third party has which exists or is available apart from that Act.

12.2 All of these terms and conditions are governed by English Law and any disputes arising out of any transaction with Ticketmaster are subject to the exclusive jurisdiction of the English Courts.