**Seat Unique**

**Terms & Conditions of Purchase**

These terms and conditions of purchase ("**Terms**") set out the terms applicable to the purchase and sale of tickets and packages on **www.seatunique.com**, any sub-domains (including white labelled sites) and the Seat Unique app and (together the "**Site**") (unless alternative tailored Event Partner T&Cs are stated to apply). They set out:

- your legal rights and responsibilities;
- Seat Unique's legal rights and responsibilities;
- certain key information required by law; and
- everything else that you need to know about us, before you make a purchase.

In these Terms:

- RMS Events Ltd (t/a Seat Unique) is a private company limited by shares and registered in England and Wales with company number 11313999 and its registered office at 6-8 Greencoat Place, London, SW1P 1PL ("**Seat Unique**", "**we**", "**us**" and "**our**").
- "**You**" and "**your**" means the person using the Platform to make a purchase.

Please read these Terms carefully before you make a purchase. By purchasing from us, you confirm you agree with these Terms in full and any third-party terms applicable to the tickets and/or Event Partners and/or Event, terms of entry, dress code and/or terms of the venue ("**Third Party Terms**"). You will always be subject to these Terms and the Third Party Terms. Please Contact Us if you have any queries about any restrictions in relation to your Tickets. Fan-to-fan resale tickets shall be subject to separate terms and conditions.

**We would specifically like to draw your attention to condition 5.9 on our pricing, condition 10 in relation to cancellations and refunds and condition 13 in these Terms where we limit our liability to you.**

If you don't understand or are unclear about any of the terms in this document and want to talk to Seat Unique about it, please contact us by email at **enquiries@seatunique.com.**

**The Event Partner is responsible for the provision of the Event.**

**1 Ticket, Packages and Hospitality Requirements**

1.1 The number and type of Tickets made available for purchase on the Platform will vary on an event by event basis and is not guaranteed.

1.2 Seating maps and charts and other photos and advertising materials displayed during the Ticket purchase process are for guidance only. For some Events, the layout and specific seat locations, or allocated seating, may vary without notice.

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

1.3.1 these Terms;

1.3.2 Seat Unique's website **Terms of Use** and any terms of the Seat Unique App;

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

1.3.4 the Third Party Terms.

1.4 The documents in condition 1.3 together form part of your contract with us.

1.5 Tickets cannot be exchanged or refunded after purchase save in accordance with these Terms. Nothing in these Terms affects your statutory rights as a consumer.

## 2 Ticket Types and associated Hospitality Items

2.1 Seat Unique owns and operates a marketplace on the Site ("**Platform**") on which tickets (sold on a ticket-only basis) ("**Tickets**") and packages (which include a Ticket and one or more Hospitality Items as detailed in condition 2.3 ("**Packages**") to events and/or experiences ("**Events**") are:

2.1.1 sold by us;

2.1.2 sold by us for or 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 Seat Unique's "**Event Partners**"); and/or

2.1.3 sold by Event Partners directly.

2.2 These Terms and any Third Party Terms apply to your purchase of Ticket(s) and Package(s). In the event of any conflict or inconsistency between these Terms and any Third Party Terms, these Terms shall take precedence.

2.3 Additional products or services such as, corporate hospitality, accommodation, exclusive seating arrangements, souvenirs, car parking, transport or merchandising (hereinafter referred to as "**Hospitality Items**") may be included within a Package.

## 3 Your Seat Unique account

3.1 You will need a Seat Unique account to purchase a Ticket or Package.

3.2 You are solely responsible for maintaining the security of your account. You shall not permit anyone other than you to use your account. If you become aware or suspect that anyone knows your user name and/or password, you should promptly contact Seat Unique.

3.3 If you are making purchases on behalf of other persons, a company or other legal entity, you represent and warrant that you have the authority to bind those persons or that company or other legal entity (and these Terms and references to "you" refer and apply to those persons or that company or other legal entity).

3.4 If Seat Unique is investigating your account, or if Seat Unique is investigated ourselves, you agree to comply fully with Seat Unique's requests for information about you and your purchases.

3.5 You must not create or use multiple accounts with the purpose or intention of circumventing any of these Terms or concealing your identity or personal details.

3.6 You must not use any Platform for any unlawful purpose or in any unlawful manner. If Seat Unique discovers or suspects that you have used or are using or attempting to use any Platform in such a way that a criminal offence has been, is being or might be committed, Seat Unique is required by law to report your identity and details of such activity to the relevant authorities (and any relevant Event Partner).

3.7 Seat Unique reserves the right to terminate your account and/or cancel all/any of your orders and/or prohibit you from making future orders or using the Platform in the future if:

3.7.1 any abusive or threatening behaviour is carried out by you or on your behalf or via your account;

3.7.2 Seat Unique suspect any fraudulent activity or other illegal activity is carried out by you or on your behalf or via your account;

3.7.3 Seat Unique suspect any unauthorised use of your account or other unauthorised activity is carried out by you or on your behalf or via your account;

3.7.4 Seat Unique is ordered to do so by any legal or regulatory authority; and/or

3.7.5 you otherwise breach these Terms or any other applicable policies or terms and conditions (including any applicable Event Partner's terms and conditions).

3.8 You may close your account at any time by **contacting us**. Such closure shall not take effect until after any events that you have purchased Ticket(s)/Package(s) for have taken place.

## 4 Ordering from Seat Unique

4.1 **To make a purchase from Seat Unique and you must be 18 years old or more. Event Partners may impose further eligibility requirements that you must comply with.**

4.2 You place an order on the relevant Platform. The Sale Price must be paid immediately on placing an order.

4.3 You must check your order carefully before submitting it (including delivery details and emails). If you need to correct errors, you can do so before submitting your order. It is your responsibility to ensure that all the details are correct before you make and order.

4.4 **You are unable to cancel, refund or exchange an order after it is placed.**

4.5 Seat Unique may contact you at any point before the Event to say that Seat Unique does not accept your order, or that your Ticket(s)/Package(s) can no longer be fulfilled. This is typically for the following reasons:

4.5.1 the Ticket(s)/Package(s) are unavailable;

4.5.2 Seat Unique cannot authorise your payment;

4.5.3 you are not allowed to buy from us, and/or we are not allowed to sell to you the Ticket(s)/Package(s);

4.5.4 where an Event Partner has told us that an individual is on their suspended/banned list that and we are not be permitted to sell to them;

4.5.5 you have ordered too many Tickets/Packages; or

4.5.6 there has been a mistake on the pricing or description of the Ticket(s)/Package(s); or

4.5.7 the Event Partner, organiser, venue, rights holder or any other authorised third party has cancelled, withdrawn, invalidated or otherwise made the Ticket(s)/Package(s) unavailable after the sale, for any reason, including where they determine that the Ticket(s)/Package(s) are no longer valid or should not be honoured (including (without limitation) reduced spectator capacity, safety or security concerns, operational or logistical requirements).

4.6 Your order will only be accepted by Seat Unique (and a binding contract between the parties) when you have paid for your order in full and cleared funds and Seat Unique has expressly emailed you to confirm this. At this point:

4.6.1 a legally binding contract will be in place between you and Seat Unique based on the documents in condition 1.3; and

4.6.2 Seat Unique will arrange for the Tickets and Hospitality Items to be delivered to you if applicable (see condition **Error! Unknown switch argument.**), made available online and/or make the Ticket (and/or any applicable Hospitality Item) available for collection.

4.7 Certain Event Partners may require certain additional information and/or proof of ID from you in respect of you and any other attendees prior to issuing a Ticket and Hospitality Items. Your entitlement to the Ticket (and any associated Hospitality Items) shall be conditional on the provision by you of such information. This may include (without limitation) the name and date of birth of all attendees which is a prerequisite of certain football clubs, or confirmation of your age when purchasing food and beverage. Subject to condition 4.9, you will not be offered a refund on your order if your Ticket/Package and/or Hospitality Item(s) is not issued due to your failure to provide such details when requested. Please see the relevant Third Party Terms for further details.

4.8 Further security and/or bag checks may be conducted on entry.

4.9 Where your Package includes a meet and greet experience with the artist/performer/speaker, you may be required to provide additional information in order that the Event Partner and/or artist can perform enhanced security screening procedures. If this is applicable, it will be flagged on the purchase page, and you will be provided with additional information as to the nature of the checks post-purchase. Purchasers and attendees are not legally obligated to consent to these checks. However, refusal to undergo, or failure to pass, any required security screening may result in one of the following actions at the sole discretion of the Event Partner:

4.9.1 **Cancellation of the Ticket/Package**, in which case you will be offered a refund of the Sales Price, or

4.9.2 **Revocation of access to the meet and greet**, while still allowing entry to the main event (e.g. concert or performance), if applicable. No refund will be offered.

These measures are in place to ensure the safety and comfort of all participants, including the artist, staff, and fellow attendees.

## 5 Prices and Payment

5.1 If the currency selected on the Platform isn't the same as the Event Partner's currency, Seat Unique may show prices in your own currency.

5.2 The price of the Ticket/Package(s) as advertised on the Platform is inclusive of VAT or any similar sales taxes (where payable, and unless stated otherwise). The price for the Ticket/Package(s) is the "**Sale Price**".

5.3 The following may be added to the advertised Sale Price:

5.3.1 additional non-refundable service charges relevant to the Ticket/Package(s) ("**Service Charge**"); and

5.3.2 non-refundable administration, handling, booking fee(s) or delivery charge(s) ("**Administration Fees**").

5.4 Seat Unique generally accepts BACS transfer and the following cards as payment and: Visa, Mastercard and American Express. Generally, payment may be made (on compatible devices) through Apple Pay and Google Pay. Sometimes, Event Partners will have preferred payment methods displayed during the purchasing process that shall take precedence over this condition.

5.5 Seat Unique will do what it reasonably can to ensure that the information you provide Seat Unique when making payment is secure. See the **Privacy Policy** for further information. In the absence of negligence on Seat Unique's part, any failure by Seat Unique to comply with these Terms or the **Privacy Policy** or breach by Seat Unique of its duties under applicable laws, Seat Unique will not be responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give to Seat Unique.

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

5.7 Whilst Seat Unique try to ensure that all prices advertised on the Platform are accurate, errors may occur. If Seat Unique discovers an error in the price of any Ticket/Package(s) you have ordered, Seat Unique will notify you as soon as possible and give you the option of confirming your order at the correct Sale Price, in which case Seat Unique will credit or debit you as applicable based on the correct Sale Price, or cancelling your order.

5.8 If:

5.8.1 Seat Unique is unable to contact you to confirm the correct Sale Price of your order;

5.8.2 you do not respond to the notification of the correct Sale Price within the earlier of 10 days from notification and 2 days before the Event; or

5.8.3 you would like to cancel your order based on the updated Sale Price,

you agree that **Seat Unique may treat the full order as cancelled and issue you with a full refund.**

5.9 Ticket/Package prices on the Seat Unique Site may fluctuate in line with changing market conditions from time to time. Seat Unique and/or its Event Partners may choose to adjust Ticket/Package prices based on factors such as demand, availability and other relevant considerations. As a result, the sale price of a Ticket/Package may increase or decrease at any time. You will always pay the price that is displayed at the time of purchase. If the price of a Ticket/Package 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 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 price for the Ticket/Package than the face value of the Ticket.

**6 Delivery**

6.1 Where Ticket/Package(s) (and/or any associated Hospitality Items) are physically dispatched to you, depending on the arrangement with the relevant Event Partner this may be done by us, the Event Partner or their nominated dispatch provider. Not all Ticket/Package(s) (and/or associated Hospitality Items) will require physical delivery.

6.2 Seat Unique reserve the right to:

6.2.1 make Tickets (and/or any associated Hospitality Items) 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 including by telephone or e-mail; and/or

6.2.2 issue Tickets as an e-Ticket which may require a purchaser to download a mobile (contactless) ticket and/or an applicable mobile application to access the Ticket, therefore purchasers must ensure their mobile phone is capable of downloading, storing and being compatible with the Ticket and that your mobile phone has enough battery and fully functional to enable the Ticket to be scanned at the venue.

6.3 Any “delivery” of Tickets shall refer to the relevant method above in condition 6.2.

6.4 Seat Unique cannot deliver the Tickets or any Hospitality Items if it is unable to properly identify you, therefore you may be asked to provide a form of ID (e.g. passport or photocard driving licence), your booking confirmation and/or the credit or debit card you used to pay for the Tickets. For your safety and protection, Seat Unique reserve the right to refuse to deliver (or make available for collection) the Ticket and Hospitality Items if Seat Unique cannot properly identify the buyer and in which case, it may treat the order as cancelled without refund or other compensation.

6.5 Seat Unique is not able to specify the exact dates of dispatch as the arrangements for delivery/collection will depend on (amongst other factors) when Seat Unique is in receipt of the Ticket. In some circumstances Seat Unique may only receive your Ticket from the Event Partner close to the date of the Event.

6.6 If something happens that is outside of Seat Unique’s control and affects the date of delivery or making the Ticket available for collection, Seat Unique will notify you of a revised estimated date for delivery or collection of the Tickets and/or if the delivery or collection method has changed (e.g. where you need to pick the Tickets up at a venue box office).

6.7 Delivery or collection (as applicable) of the Tickets will take place when:

6.7.1 Seat Unique and/or the relevant Event Partner delivers them to the delivery address or collection point (as applicable) (e.g. box office); or

6.7.2 if being delivered by e-mail or electronic means, 1 business day after the e-mail has been sent to you by Seat Unique and/or the relevant Event Partner (or nominated dispatch partner).

6.8 **It is your responsibility to notify us if you have not received your Tickets or Hospitality Items, or been able to collect your Tickets or Hospitality Items, prior to the Event.**

6.9 If you have any queries regarding the delivery or collection of your Tickets please **Contact Us**.

6.10 Please ensure you check your Ticket/Package(s) are correct and contain the correct information, once they have been delivered as Seat Unique cannot always rectify the same.

## 7 Information about your Ticket/Package(s)

7.1 Any Ticket/Package you purchase on the Platform 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/Package (but excluding any Administration Fees). Where withdrawal or refusal of a Ticket/Package by an Event Partner is due to the acts or omissions on your part, any potential refund is at the discretion of the relevant Event Partner.

7.2 It is possible that some Event Partners may have policies in place that restrict the issuing of replacement of Tickets where the original has been lost, stolen, damaged or destroyed (for example, where both original and replacement Tickets may be used to gain entry, which may compromise the capacity of a venue). If replacement Tickets are issued, you may be required to pay an administration fee subject to the Third Party Terms.

7.3 If you have any access requirements that would impact your ability to make full enjoyment of the Ticket/Package(s) please contact the Event Partner or in the alternative, you can **Contact Us** but please ensure you do so **BEFORE** placing a booking. While we will endeavour to assist you with this, we cannot guarantee that the Event Partner will have alternative accessible Ticket/Package(s) available and you should review the Third Party Terms for full information. Personal assistant Tickets/Packages are not generally available.

## 8 Ticket/Package Restrictions

8.1 For certain Events, Seat Unique and/or Event Partners may restrict the number of Tickets/Packages that are available to any one person as notified on the Platform. **In such circumstances Seat Unique may cancel any order(s) for Tickets/Packages purchased in excess of the restrictions without notice and without refund or other compensation.**

8.2 Tickets/Packages may be sold subject to restrictions on entry or use, such as restricted, obstructed or side view or a minimum age for entry. Restrictions will be displayed or notified to you before or at the time you order. 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, before you place an order.

8.3 Tickets and Packages purchased through the Platform may not be:

8.3.1 resold or transferred unless the Third Party Terms expressly permit the same. Event Partners generally prohibit the resale or transfer of tickets for Events. Any resale or transfer (or attempted resale or transfer) of a Ticket or Package in breach of the applicable law or any restrictions imposed by the Event Partner is grounds for seizure or cancellation of that Ticket/Package without refund or other compensation. In addition, the unauthorised sale or disposal of football tickets is a criminal offence under section 166 of the Criminal Justice and Public Order Act 1994, as amended by the Violent Crime Reduction Act 2006;

8.3.2 used you or any associated third parties for advertising, promotions, contests or sweepstakes (or for other such similar commercial gain); and/or

8.3.3 combined with any hospitality, travel or accommodation service and/or any other merchandise, product or service by you or any associated third parties to create a package for sale, resale or other distribution.

8.4 Please note that advertised start times of Events are subject to change. Door opening and closing times of 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.

8.5 Tickets/Packages 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 condition 10, in which case the provisions of that condition shall apply.

8.6 Breach of any of the Third Party Terms or any unacceptable behaviour likely to cause damage, nuisance or injury may entitle the Event Partner to eject you from the Event and/or venue.

**9 Your Ticket/Package rights in relation to event cancellations and alterations**

9.1 **Events are always subject to the Event Partner's and/or venue's cancellation policy which you can usually find on the Event Partner's website, in the Third Party Terms, during the booking process, in the fine print, and/or in the confirmation e-mail or Ticket (if applicable).** This means that some Tickets/Packages may be non-cancellable or unable to be altered. If you would like assistance in locating the Event Partner and/or venue's cancellation policy, we recommend that you contact the relevant Event Partner / venue or Contact Us directly.

9.2 If an Event is cancelled, rescheduled or materially altered, Seat Unique will use reasonable endeavours to notify you once it has received the relevant information and authorisation from the applicable Event Partner. However, Seat Unique cannot guarantee that you will be notified 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.

9.3 **Cancellation:** ***Subject always to the relevant Event Partner's cancellation policy***, if an Event for which you have purchased Ticket/Package(s) is cancelled in full (and not rescheduled) you will be offered a refund of the Sale Price of your Ticket/Package(s) for that Event only (Service Charges and Administration Fees are non-refundable).

9.4 **Rescheduling:** ***Subject always to the relevant Event Partner's cancellation policy,*** if an Event for which you have purchased Ticket/Package(s) is rescheduled, then, Ticket/Package(s) will usually be valid for the new date (or you will be offered Tickets/Packages of a value

corresponding with your original Ticket/Package(s) for the rescheduled Event, subject to availability). **Refunds will not be offered or issued for rescheduled Events unless the Event Partner's cancellation policy expressly states that they will be.**

9.5 Refunds will be paid by Seat Unique or the Event Partner (as applicable) subject to Third Party Terms. Where refunded by Seat Unique, this shall first be subject to authorisation from or payment to Seat Unique from the relevant Event Partner in order for Seat Unique to pass the refund to you and made by Seat Unique or the Event Partner (as applicable) using the same means of payment as you used for the initial purchase, unless notified otherwise by Seat Unique or the Event Partner (as applicable).

9.6 Where you are purchasing as a consumer, nothing in this condition 10 shall operate to exclude your statutory rights as a consumer. Please note however that complimentary goods and services included within a Package which are not priced separately do not qualify for the statutory 14 day cooling off period.

## 10 Your privacy and personal information

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

## 11 Limit on Seat Unique's responsibility to you

11.1 Seat Unique undertakes a vetting procedure in respect of Event Partners and hopes to work with Event Partners that will bring you the best in live entertainment, service and hospitality and offer official, guaranteed access to Events. However, Seat Unique cannot accept responsibility for the delivery or quality of any products and/or services sold with a Ticket/Package (unless, as applicable, the same are delivered or produced directly by Seat Unique and considered Hospitality Items under these Terms- please see condition 12 below). Save in limited circumstances (see condition 12 below), Products and/or services sold with a Ticket/Package and the Event itself 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 Event, product and/or service, please contact the relevant Event Partner directly or in the alternative, you can **Contact Us**.

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

11.2.1 losses that:

11.2.1.1 were not foreseeable to you and Seat Unique when the contract was formed; or

11.2.1.2 that were not caused by any breach on Seat Unique's part;

11.2.2 the acts or omissions of other attendees of the Event or staff members of the Event Partner;

11.2.3 business losses. If your purchase and/or use of the Ticket/Package is for any commercial business purposes (or where you are not acting as a consumer), Seat Unique will have no liability for any loss of profit, loss of business, business interruption, or loss of business opportunity; and

11.2.4 losses to non-consumers.

11.3 To the maximum extent permitted by law, Seat Unique's and the relevant Event Partners, shall not 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:

11.3.1 personal arrangements including (without limitation) travel, accommodation, hospitality and other costs and expenses incurred by you relating to the Event that have been arranged by you are at your own risk, and neither Seat Unique 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

11.3.2 neither Seat Unique 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.

11.4 Unless otherwise stated in this condition 11 or condition 12, Seat Unique's and any Event Partners' liability to you in connection with the Event (including (without limitation) liability for any cancellation, rescheduling or material alteration to the programme of the Event) and any Ticket/Package(s) you have purchased shall be limited to the Sale Price actually paid by you in full and cleared funds for the Ticket/Package(s), including any Service Charge but excluding any Administration Fees.

11.5 Nothing in these Terms seeks to exclude or limit Seat Unique's or any Event Partners' liability for death or personal injury caused by Seat Unique's or any Event Partners' negligence, fraud or other type of liability which cannot by law be excluded or limited.

**12 Hospitality Items procured by Seat Unique**

12.1 In most cases, Packages are managed and fulfilled by the relevant Event Partner. However, in limited circumstances, Seat Unique may itself organise and/or procure one or more of the Hospitality Items comprising your Package, including (for example) offsite hospitality such as restaurant or venue dining away from the Event. Where this is the case, the additional terms in this condition apply to that Hospitality Item, in addition to the rest of these Terms. If you would like to know whether Seat Unique or the relevant Event Partner is responsible for managing any particular element of your Package, please Contact Us before you make a purchase.

12.2 Seat Unique may engage third party restaurants, venues or other providers (each a "**Hospitality Provider**") to deliver an Hospitality Item. In such circumstances, Seat Unique acts to source and coordinate the relevant Hospitality Provider on your behalf; Seat Unique is not the supplier of the underlying accommodation, dining, transport or other service provided by that Hospitality Provider. Save to the extent caused by Seat Unique's negligence or breach of

these Terms, Seat Unique is not responsible for the acts, omissions, products or services of any Hospitality Provider.

12.3 A Hospitality Provider may have its own terms and conditions, including entry requirements, dress codes and house rules, which shall form part of the Third Party Terms and apply to you in addition to these Terms. It is your responsibility to check and comply with any such terms.

12.4 Any property you bring to premises operated by a Hospitality Provider is left at your own risk, and neither Seat Unique nor the Hospitality Provider shall be liable for any loss of or damage to such property save where caused by their respective negligence.

12.5 Seat Unique will use reasonable endeavours to provide the Hospitality Item as described in your Package. However, where it becomes unavailable for any reason, Seat Unique reserves the right to relocate it to an alternative venue or provider, or substitute it with an alternative hospitality item of equivalent value, without this constituting a material alteration to your Package. Seat Unique will endeavour to give you reasonable notice of any relocation or substitution, but the ability to do so will depend on the circumstances giving rise to the need for relocation or substitution.

12.6 Where you are entitled to a refund in respect of an Hospitality Item procured by Seat Unique that is not delivered, that refund shall be limited to the proportion of the Sale Price attributable to that Hospitality Item, and shall not extend to the remainder of your Package.

12.7 Where an Hospitality Item takes the form of a voucher or code (including, without limitation, a transport voucher), that voucher or code is subject to the issuing provider's own validity period, usage restrictions and terms (including any expiry date, minimum spend, single-use or geographic restriction), and Seat Unique is not responsible for any voucher or code that expires or cannot be redeemed in accordance with those terms.

12.8 This condition 12 (and not the condition dealing with event cancellations and alterations) governs your rights where an Hospitality Item procured directly by Seat Unique (as opposed to the Event Partner) is relocated, substituted, unavailable or not delivered. For the avoidance of doubt, the unavailability of an Hospitality Item alone shall not constitute cancellation or material alteration of the Event for the purposes of the event cancellations and alterations condition.

## 13 Disputes and Governing Law

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

13.2 If you are unhappy with the Ticket/Package(s), the Event, or any matter related to the foregoing, **please contact the relevant Event Partner as soon as possible.** If you are unhappy with the service provided to you by Seat Unique, please **Contact Us** as soon as possible.

13.3 If you are unable to resolve the dispute with the Event Partner, please contact Seat Unique. If Seat Unique and you cannot resolve a dispute using Seat Unique's internal complaint handling procedure, Seat Unique will write to you confirming that its internal complaint handling procedure has been exhausted and will provide details of your right to refer the dispute to an alternative dispute resolution ("ADR") provider or to use the EU/UK online dispute resolution ("ODR") platform, where applicable. Seat Unique is not obliged to, and does not intend to, submit to ADR.

13.4 The laws of England will apply to these Terms.

## 14 Third party rights

No one other than a party to these Terms, or any relevant Event Partner (or, in each case, its affiliates, successors, or assigns) has any right to enforce these Terms in full or in part.

**Last updated: October 2026**