The Gateway Theatre Seaton Refund & Exchange Policy

Registered Charity 1167779

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Refunds

The Gateway Theatre does not offer any refunds for any tickets purchased unless the event has been cancelled or you have paid for refund protection where refunds will be issued by XCover.

Exchanges

The Gateway Theatre does not offer any exchanges for tickets purchased unless the event is postponed by us where tickets can be exchanged for the same seats on the new confirmed date.

Mobile Ticket Delivery

When purchasing tickets, the option of 'Mobile Ticket Delivery' is available to allow ticket holders to be sent their tickets by SMS. These tickets can also be added to Apple Wallet. Mobile Ticket Delivery is a service offered by TicketSource on behalf of The Gateway Theatre.

Mobile ticket delivery charges are non-refundable. If you need to speak to someone regarding your mobile ticket delivery, please contact TicketSource on 0333 666 4466.

XCover Refund Policy

When purchasing tickets, the option of 'Refund Protection' is available to allow ticket holders to request a refund. If an event is cancelled, the refund protection fee will not be refunded. Please note this service **IS NOT** ran by The Gateway Theatre and if you need customer service please complete the form here.

If you need to request a refund, please do so here.

Please note: all terms and conditions listed below are taken from XCover and are not written by The Gateway Theatre. If you need assistance with applying for your refund, please get in touch with us.

How does it work?

XCover.com's 'Booking Refund Protection' is sold alongside ticket purchases. You will be provided with a refund on any unused booking if you are unable to attend the booked event due to any of the circumstances set out below. The following is a high-level summary.

You're covered if you are unable to attend a booked event due to:

- An injury, or an illness affecting you or a member of your immediate family.
- Public authorities issue a travel warning for the day of the event, or the day prior. These
 warnings include but are not limited to adverse weather and terrorism.

• The emergency services require your presence at home within 48 hours before the booked event.

The protection includes the following benefits and limits. Please check your certificate and booking protection wording for details. You're not protected...

- If you cannot return all unused tickets or vochers forming part of the booking.
- For any claims caused by your unwillingness to attend the event.
- If documents requested by our claims team have not been provided.

How claims work?

Go to xcover.com/claim to start your claim. Our claims team prioritises those claims that are filed within 7 days of the claim event. Claims must be submitted within 45 days of the booked event.

Provide a detailed description of the event.

For all claims we require, as a minimum, a detailed description of the event. We may request documents during the claim process such as booking invoices and receipts. If required documents are not provided to us the claim may be rejected or the status changed to "Pending".

Cancellations and refunds

Booking Refund Protection is non-refundable unless cancelled within 14 days of purchase and the booking has not taken place. To cancel the refund protection you need to contact the vendor within 14 days.

Terms and Conditions

All refunds are administered by <u>XCover.com</u>. You will be provided with a refund on any unused **booking** if you are unable to attend the **booked event** due to any of the circumstances set out below.

We will refund the cost of your booking if you are unable to attend a booked event due to:

- unexpected disruption of the public transport network you could not have reasonably known about before the date of the booked event;
- an **injury**, or an **illness** affecting **you** or a member of **your immediate family**;
- death happening to you at anytime before the booked event or a member of your immediate family within a 4 week period of the booked event;
- the mechanical breakdown, accident, fire or theft en route of a private vehicle taking **you** to the **booked event**;
- jury service which you were unaware of at the time of the purchase;
- burglary or fire at your residence in the 48 hours immediately before the booked event that required the attendance of the emergency services;
- **you** being summoned to appear at court proceedings as a witness which **you** were unaware of at the time of purchase;
- you being a member of the armed forces and being posted overseas unexpectedly;
- adverse weather including snow, frost, fog or storm where the Police services or other
 Government agencies have issued warnings not to travel. You must provide confirmation of
 relevant road closures from the Police or the relevant Government agency;

• you are being relocated permanently for work by your employer more than 100 miles from the booked event which you were unaware of at the time of booking or you are unexpectedly made compulsory redundant.

We will not provide a refund where:

- you cannot provide a doctor's report for injury or illness;
- you cannot return all unused tickets or vouchers forming part of the booking;
- your sole reason for not attending is due to another member of your group no longer being able to attend for any reason;
- you are unable to attend a **booked event** because you are unable to obtain a visa to travel;
- the **booked event** is cancelled, abandoned, postponed, curtailed or relocated;
- you decide not to attend a **booked event** other than for a reason included within this Booking Refund Protection;
- **you** are prevented from travelling to a **booked event** due to disruption of the **public transport network** which is public knowledge prior to the **booked event**;
- you are being relocated temporarily for work by your employer at the time of booking or you have applied for relocation more than 100 miles from the booked event;
- you can recover any part of the booking;
- in **our** reasonable opinion, **you** did not allow sufficient time to travel to a **booked event**;
- you carry out a criminal act which prevents you attending a booked event;
- you are prevented from travelling to a booked event due to an outbreak of a contagious
 disease and the Government or any agency acting on behalf of the Government has imposed
 a ban on travel;
- **you** make a false or fraudulent refund application or support a refund application by false or fraudulent document, device or statement;
- you submit your refund request more than 45 days after the booked event.

We will not pay for travelling or associated expenses (unless travel costs are included as part of the total package price), or any loss other than the purchase price, of the **booked event**.

We will not pay any consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power, riot, civil commotion, strikes, lockout, terrorism, malicious intent or vandalism, confiscation or nationalisation of or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

We will not pay any costs **you** incur in submitting or providing evidence to support **your** refund application.

General Conditions

- 1. **You** must make all necessary arrangements to arrive on time.
- 2. **You** must not be aware of any material fact, matter or circumstance, at the time Refund Protection is purchased, which may give rise to a refund request.
- 3. You must take all reasonable precautions to prevent or reduce any request for a refund.
- 4. Unless **we** agree otherwise:
 - 1. the language of this document and all communications relating to it will be English; and
 - 2. all aspects of the contract, including negotiation and performance, are subject to English laws and the decisions of English courts.
- 5. Booking Refund Protection is non-refundable unless cancelled within 14 days of purchase and the **booked event** has not taken place. To cancel the refund protection **you** need to contact the vendor within 14 days.

Requesting a refund

Go to xcover.com/claim to start your claim. **Our** claims team prioritises those claims that are filed within 7 days of the claim event.

Provide a detailed description of the event.

For all claims **we** require, as a minimum, a detailed description of the event. **We** may request further information during the claim process such as **booking** invoices and receipts. If required documents are not provided to us the claim may be rejected or the status changed to "Pending".

You will be asked to provide at **your** own expense the following within 45 days of registering **your** refund application:

- the original unused tickets for all parts of the booking;
- a **doctor's** report where your refund request is for **injury** or **illness** or a death certificate where **your** refund request is for death;
- an official notice from the transport service provider in the event of delay, cancellation, mechanical breakdown or accident in relation to the **public transport network**;
- for the breakdown of a private vehicle, a vehicle recovery service report (AA, RAC or equivalent), copy of garage repair bill or parts receipt or in the case of vehicle repairers or police;
- the original jury invitation inviting **you** to be a juror;
- in the event of a burglary the police report with crime reference number;
- the original witness summons requesting **you** to appear in court;
- a copy of a valid visa permitting your travel to the booked event;
- confirmation of relevant road closures from the Police or the relevant Government agency if requesting a refund due to an official weather warning being issued;
- any reasonable additional evidence that we ask for.

Definitions

Booking/Booked event the pre-planned and pre-booked service(s)/event(s)/ticket(s)

including booking and service fees transacted with us by you.

Doctor a qualified medical practitioner registered with a recognised

professional body. A doctor cannot be you or a member of your

immediate family.

Emergency services the Police, Fire and Rescue Service or Emergency Medical Services.

Group any number of people who have made a booking with us with

Booking Refund Protection in the same transaction.

Illness a physical or mental condition confirmed by a doctor that prevents

you from attending the booked event.

Immediate family your husband, wife, partner, civil partner, parent, child, brother or

sister.

Injury a bodily injury confirmed by a doctor that prevents you from

attending the booked event.

Public transport network any mode of public transport other than public hire taxis licensed for

public use on which you had planned to travel to a booked event.

Ticket a non-refundable, authorised ticket that was purchased from us

where Booking Refund Protection has also been purchased at the

same time as purchasing the ticket(s).

We/Us/Our the booking vendor with whom you made the booking. Go to

xcover.com/claim to start your claim.

You/Your/Yours a person who has made a booking alone or as part of a group with

us.