

# 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 BookingProtect.

### **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.

### **BookingProtect 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 BookingProtect and are not written by The Gateway Theatre. If you need assistance with applying for your refund, please get in touch with us.*

All refunds are administered by Booking Protect. 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:

#### **What will we refund?**

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 booking.

- 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 booking.
- 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 agency have issued warnings not to travel. You must provide confirmation of relevant road closures from the Police or the relevant Government agency.
- you being relocated permanently for work by your employer at the time of booking 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.

#### What will we not refund?

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 booking price), or any loss other than the purchase price, including booking fee, 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

- a) you must make all necessary arrangements to arrive at the event on time.
- b) you must not be aware of any material fact, matter or circumstance, at the time Booking Refund Protection is purchased, which may give rise to a refund request.
- c) you must take all reasonable precautions to prevent or reduce any request for a refund.
- d) unless we agree otherwise:
- i) the language of this document and all communications relating to it will be English; and
  - ii) all aspects of the contract, including negotiation and performance, are subject to English laws and the decisions of English courts.
- e) 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.

### Requesting a Refund

You must log into [www.bookingprotect.com](http://www.bookingprotect.com) and fill in and submit the Refund Application Form as soon as possible after becoming aware of circumstances that may lead you to request a refund but no more than 45 days after the booked event.

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

- the original unused tickets and vouchers 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.