



# GILDED BALLOON

## TERMS & CONDITIONS

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### GILDED BALLOON WEBSITE USE

Welcome to the Gilded Balloon website or mobile properties, including related applications (collectively, this "Website"). This Website is provided to assist customers in gathering information regarding our programme, searching for events and booking tickets for events that are organised by Gilded Balloon and for no other purposes. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern GB Festival Ltd.'s relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Gilded Balloon' or 'us' or 'we' refers to the owner of the website whose registered office is 19 Rutland Square, Edinburgh, EH1 2BB. Our company is registered in Scotland and our registration number is SC327494. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
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- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

## **TERMS AND CONDITIONS FOR THE SALE OF TICKETS**

The following terms and conditions form a legally binding agreement between you and GB Festivals Ltd. (trading as 'Gilded Balloon') for the use and sale of tickets. By purchasing a ticket, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.

All Gilded Balloon tickets are sold through the Red61 VIA ticketing platform on behalf of the artists and subject to the conditions applicable to the venue where the event is presented.

### **PURCHASING TICKETS**

1. All tickets include a booking fee of £1 per ticket. This applies up to £4 a transaction.
2. Any discount or concession ticket price only applies to the ticket price, not the Customer Booking Fee or the Web Transaction Fee.
3. All Concessions and Discounts are subject to availability; they may be restricted to certain price levels and performances and can be withdrawn without notice.
4. Only one Concession or Discount is available per ticket.

### **VENUE**

1. Each show has an individual latecomer policy. This may include not allowing entrance after the show has started or entry at a specific point during the show. Late entry will be at the Venue Management's discretion and, where applicable, assigned seats may not be available.
2. Photography and videoing within any performance space is strictly prohibited.
3. If entering a Gilded Balloon venue, we reserve the right to search your belongings and/or person in the interest of public safety.
4. Tickets are sold subject to the Venue Management's right to make any alteration to the advertised arrangements or the cast rendered necessary by unavoidable circumstances.

## CONDUCT

5. In addition to complying with these Ticket Terms and Conditions, you are also required to read and comply with our Code of Conduct. [You can view our Code of Conduct here.](#)
6. Please read the Code of Conduct carefully. By purchasing a ticket(s) you:
  - a. certify that you have read, understood and accepted the Code of Conduct;
  - b. agree to be bound by and to comply with the Code of Conduct;
  - c. agree to share the Code with other members of your party;
  - d. confirm that anyone else that you purchase tickets for, has also read and agreed to comply with the Code of Conduct.
7. Failure to comply with the Code of Conduct may result in you, and all those attending the event with you, being denied entry or being required to leave the venue at any point without refund or compensation.
8. Failure to produce proof of identity or age may result in refused entry or require you to leave the venue.
9. Obstructing aisles, exits, entrances, staircases or congregating in non-designated areas may be grounds for your removal from the venue.
10. No refunds will be given to ticket holders who are refused entry or ejected due to their own behaviour as referred to in the Code of Conduct and above.

## REFUNDS

11. From the moment a transaction is completed, all tickets are non-refundable and non-exchangeable, unless a show has been cancelled or the particulars of the show change in a manner that results in you being unable or unwilling to attend, in which case we shall notify you and reimburse the price of the tickets as soon as possible. In respect of purchases through the Website, completion is deemed to be once you have agreed to the terms and conditions and clicked to confirm your purchase.
12. Lost or stolen tickets are non-refundable, and no duplicate tickets will be issued.
13. It is your responsibility to check Your Ticket(s) as mistakes cannot always be rectified after purchase. Please check your Ticket(s) on receipt carefully before leaving the box office or making the final purchase on the website or contact us immediately if there is a mistake.
14. The purchase is final, and tickets cannot be exchanged, or money refunded. The exception is made only in the case of a performance being cancelled. If a performance is cancelled, ticket holders will be offered seats at any rescheduled performance or other performance (subject to availability) up to the face value of the tickets or a refund. Please check with the venue regarding specific refund/exchange policies for specific seasons or events, in particular our Covid Refunds & Exchanges Policy (see below).
15. Refunds shall only be made to the person who purchased the Tickets and, when possible, is made using the same method as was used to purchase the Tickets except, at our discretion, where payment was made by cash.

## COVID REFUNDS & EXCHANGES POLICY

### If you can't attend the event

If you, or a member of your party, is unwell, receives a positive lateral flow or PCR test result or is instructed to isolate by NHS Track and Trace systems - **please do not attend your event**. Please email [boxoffice@gildedballoon.co.uk](mailto:boxoffice@gildedballoon.co.uk) to discuss your exchange or refund options.

1. We can exchange your tickets free of charge to a later performance date, or issue a credit voucher that can be used towards a future Gilded Balloon booking. If you choose to do so, you also have the option to donate the cost of your ticket(s), this will go directly towards the performers.
2. If you would like to request a refund due to illness or having to self-isolate, we could kindly ask that you provide proof (if appropriate) – examples of acceptable forms of evidence include an image of PCR test result email or a screenshot of notice from NHS. Please note that any refunds issued will not include the booking fee.
3. If you are restricted by government travel restrictions and can no longer attend an event, you are also entitled to a refund or exchange. Please email [boxoffice@gildedballoon.co.uk](mailto:boxoffice@gildedballoon.co.uk) as soon as possible to discuss your preferred options.
4. We kindly ask that you give us as much notice as possible if you know you are no longer able to attend an event. Please contact our Box Office team as soon as possible, and ideally a minimum of **24 hours** before a performance so we can process your refund. We will do our best to fulfil later requests we receive, however, refund requests after this point are not guaranteed and will be dealt with on a case-by-case basis.

**The most important part of this policy is that if you or a member of your party feels unwell – please do not attend. Our priority is to keep our customers, performers and staff safe.**

### Show Cancellations

Where an event is cancelled or changed demonstrably due to COVID19 then, as always, customers are automatically entitled to a refund. If this is the case, our box office team will contact you directly, using the details you gave when making a booking. Your refund will be processed automatically.

### Bookings through EdFringe.com

We are unable to provide refunds/exchanges for tickets booked through the Edinburgh Festival Fringe Society. If you booked tickets through the Fringe Society Box Office (edfringe.com) please email them directly at [customerservices@edfringe.com](mailto:customerservices@edfringe.com)

## CHANGES TO THE EVENT

1. Gilded Balloon reserves the right to make changes to our published programme where reasonably necessary. Where such alteration is a material change, you will be entitled to claim a refund in accordance with the clause.

### **RESALE OF TICKETS**

1. You may not resell or Transfer a ticket if prohibited by law. Any resale or transfer (or attempted resale or transfer) of a ticket in breach of the applicable law is grounds for seizure or cancellation of that ticket, and no refund or exchanges will be made on that ticket afterwards.

### **FORCE MAJEURE**

1. For the purposes of these Terms and Conditions, 'Force Majeure' means any cause beyond our control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lockout, weather, third party injunction, national defence requirements, acts or regulations of national or local governments. We will not be liable to you for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.

### **GILDED BALLOON PRIVACY POLICY**

1. Any personal information you provide on our Website will be used in accordance with our Privacy Policy. **You can view our Privacy Policy here.**