

## Website Ticket Refund Protection T&Cs

### **How to apply for a refund via the KX TICKETS Ticket Refund Protection Scheme:**

To apply for a refund through KX TICKETS TICKET REFUND PROTECTION SCHEME, please click [this link](#) and select one of the reasons stated below. Please ensure that you have your KX TICKETS order reference number to hand which can be found at the top of your purchase receipt.

### **Ticket Refund Protection Scheme Terms and Conditions (when purchased in conjunction solely with Event Tickets)**

If a Customer or a member of the Customer's party, are unable to attend or arrive late and as a result are unable attend a booked event as a direct result of a reason stated below, the Customer may be eligible for a refund of the total purchase price of their ticket (including all additional fees):

- Inability to attend due to accident, bodily injury or illness
- Death of a member of the Customers party or an immediate family member
- Transit Delay including breakdown or failure of transport whilst travelling to the event
- Strikes, Riots, Civil Commotion, Martial Law
- Restricted access to the venue caused by flood, fire, explosion or the act of a constituted authority to protect public health and safety
- Adverse weather including snow, fog, frost or storm preventing attendance at the venue
- Jury service
- The Customer being required to remain at home due to fire, accident, burglary, storm or environmental damage
- Being the victim of a Robbery, Mugging or Physical assault whilst travelling to the Event

In the event that a Customer wishes to apply for a refund of the cost of their ticket due to one or more of the reasons stated above, they should visit [this link](#) as soon as practically possible. All refund claims must be made within 14 working days of the incident that leads to an application for a refund being made under KX TICKETS Ticket Refund Protection terms and conditions.

### **Supporting Documentation required to apply for a refund**

For all refund applications the original unused tickets and a copy of the KX TICKETS ticket purchase receipt must be submitted within 14 days of the incident that leads to the refund request. In support of the refund application, in addition to the ticket purchase receipt, the applicant will have to produce one or more of the following supporting documents:

- A doctor's note or report for accident or illness claims or a death certificate where appropriate
- Confirmation from the rescue/ repair service or public transport provider. For the breakdown of a private vehicle, where no rescue or repair service applies, a copy garage repair bill or parts receipt or in the case of a motor accident claim, confirmation from the vehicle motor insurers, vehicle repairers or police.
- Confirmation from AA Roadwatch, Transport Police or similar as appropriate
- Confirmation letter from the court
- Letter from the Police, Fire Brigade or Household insurer

- Police or hospital report to confirm incident
- The original unused ticket or assignment of rights to the non-issued tickets
- Any reasonable additional evidence which KX TICKETS or their agents may request

### **Reasons why an application for a refund may be declined**

KX TICKETS reserves the right not to offer a refund in any event of:

- Any contractual dispute or breach of the KX TICKETS Ticket Refund Protection Scheme Terms and Conditions
- A lack of care, diligence or prudent behaviour by the Customer or a member of the Customers' party, the results of which would increase the risk, and/or likelihood of a loss
- Failure of the Customer or a member of the Customers' party to observe and comply with the requirements of any law, ordinance, court or regulatory body
- Any fraud, misrepresentation or concealment
- Any Financial Failure or lack of or inadequate sales
- Any actual or threatened War, invasion, act of foreign enemies, or hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection, military or usurped power,
- Any confiscation, nationalisation, requisition or destruction of or damage to property by or under order of any government or public or local authority.
- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, nuclear reaction, nuclear radiation or radioactive contamination.
- Seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation.
- Seepage and/or pollution and/or contamination at the venue.
- Failure, in the event of bodily injury or illness, to consult a duly qualified medical practitioner and comply with the medical advice given.
- The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials
- Death, bodily injury or illness directly or indirectly caused by or resulting from suicide or intentional self- injury or criminal act by the customer or a member of the Customers' party
- Death, bodily injury or illness directly or indirectly caused by or resulting from any condition which existed prior to the start of the Customer's {} Ticket Refund Protection Scheme participation
- Non appearance by any act, artist, performer, celebrity or team.
- Any declared epidemic or pandemic by the World Health Organisation, and/or Severe Acute Respiratory Syndrome (SARS) and/or Atypical Pneumonia and/or Avian Flu and/or any threat or fear of any of the above (whether actual or perceived).
- Any act of or threat of or fear of Terrorism (whether actual or perceived)
- Any loss of or no play caused by any weather condition which reduces or prevents play at any outdoor sporting event on the day itself.
- Cancellation or Abandonment of any performance

Unless we agree otherwise:

The language of the document and all communications relating to it will be English; and all aspects of the document, including negotiation and performance, are subject to English law and the jurisdiction of English courts.