

GILDED BALLOON

TERMS & CONDITIONS



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.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- 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.

1. PURCHASING TICKETS

1.1. Tickets for Edinburgh fringe shows include a booking fee of £1.25 per ticket. This applies up to £5 a transaction.

1.2. Tickets for shows at the Gilded Saloon include a booking fee of £1 handling fee.

1.3. Any discount or concession ticket price only applies to the ticket price, not the Customer Booking Fee or the Web Transaction Fee.

1.4. All Concessions and Discounts are subject to availability; they may be restricted to certain price levels and performances and can be withdrawn without notice.

1.5. Only one Concession or Discount is available per ticket.

2. VENUE

2.1. 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.

2.2. Photography and videoing within any performance space is strictly prohibited.

2.3. If entering a Gilded Balloon venue or event, we reserve the right to search your belongings and/or person in the interest of public safety. 2.4. 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.

3. CONDUCT

3.1. 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.](#)

3.2. Please read the Code of Conduct carefully. By purchasing a ticket(s) you:

3.2.1. certify that you have read, understood and accepted the Code of Conduct;

3.2.2. agree to be bound by and to comply with the Code of Conduct;

3.2.3. agree to share the Code with other members of your party; 3.2.4. confirm that anyone else that you purchase tickets for, has also read and agreed to comply with the Code of Conduct.

3.3. 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.

3.4. Failure to produce proof of identity or age may result in refused entry or require you to leave the venue.

3.5. Obstructing aisles, exits, entrances, staircases or congregating in non-designated areas may be grounds for your removal from the venue.

3.6. 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.

4. REFUNDS

4.1. 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.

4.2. Lost or stolen tickets are non-refundable, and no duplicate tickets will be issued.

4.3. 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.

4.4. 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 Company regarding specific refund/exchange policies for specific seasons or events, in particular our Covid Refunds & Exchanges Policy (see below).

4.5. 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.

4.6. Bookings through EdFringe.com (where applicable)

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

5. CHANGES TO THE EVENT

5.1. 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 clause 4.1.

6. RESALE OF TICKETS

6.1. 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.

7. FORCE MAJEURE

7.1. 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.

8. GILDED BALLOON PRIVACY POLICY

8.1. Any personal information you provide on our Website will be used in accordance with our Privacy Policy. You can view our [Privacy Policy](#) here.