

The Pudding Society Purchase Policy

Our goal at Tiny Tim's Tearoom Ltd, a company registered in England and Wales under company number 04450345, with registered office at 34 St Margaret's Street, Canterbury CT1 2TG ("we", "us", "our") is to make your purchasing experience easy, efficient and equitable, so we can get you on your way to your event as quickly as possible. This Purchase Policy is designed to ensure your satisfaction and understanding of the purchase process for The Pudding Society.

1. General

1.1 We sell tickets to The Pudding Society events.

1.2 We sell tickets as and when allocated Tiny Tim's Tearoom. The quantity of tickets made available for sale by us vary on an event by event basis.

2. Contract

2.1 Any purchase of an Item from us is subject to: (i) this Purchase Policy; (ii) any special terms and conditions which may be displayed on our website.

2.2 Your contract for purchase of an Item starts once we have confirmed your purchase and ends immediately after the completion of the event for which you have purchased the Item.

2.3 We reserve the right to cancel bookings which we reasonably suspect to have been made fraudulently.

3. Prices and fees

3.1 The price of Tickets may vary as it is set according to demand at the time of purchase. You pay the price displayed on our website at the time you make your purchase but the price of similar Tickets may increase or decrease after you have made your purchase. You will not be entitled to a refund if the price of similar Tickets subsequently falls.

4. Cancellations

4.1 If you have purchased a ticket, you are NOT entitled to cancel your purchase.

4.2 You are NOT entitled to transfer your purchase to another event taking place on another day.

5. Delivery

5.1 We aim to dispatch tickets two to three (2-3) weeks before the event. We are not able to specify the exact dates of dispatch, as the arrangements for dispatch depend on other factors.

5.2 Please allow as much time as possible for your tickets to arrive. If your tickets have not arrived two weeks before the event (or, if you are travelling, two weeks before you leave on your journey), please [contact us](#). Please include your reference number and the name and postcode the booking is made under.

5.3 We post tickets to the mailing address given at the time of booking.

5.4 We reserve the right to make tickets available for collection by you at the venue. We will notify you by telephone or email of the arrangements for collection (using the details provided by you at the time of ordering) if this becomes necessary.

5.5 We accept no responsibility for the delivery of the products.

6. Tickets

6.1 Any ticket you purchase from us remains the property of the Tiny Tim's Tearoom Ltd and is a personal revocable licence which may be withdrawn and admission refused at any time. If this occurs, you will be refunded the sale price of the ticket which has been withdrawn or for which access was refused.

6.2 When you receive your tickets, please keep them in a safe place. We will not be responsible for any tickets that are lost or stolen.

6.3 It is your responsibility to check your tickets; mistakes cannot always be rectified.

6.4 You have a right only to a seat of a value corresponding to that stated on your ticket. We, the venue reserve the right to provide alternative seats (whether before or during the event) to those initially allocated to you or specified on the tickets.

Restrictions

6.5 When purchasing tickets from us, you are limited to a specified number of tickets for each event. This policy is in effect to discourage unfair ticket buying practices. Tickets may be restricted to a maximum number per person, per credit card and, for some events, a restriction may apply per household. We reserve the right to cancel tickets purchased in excess of this number without prior notice.

6.6 You may resell or transfer your tickets if you are unable to attend the event. You must make the venue aware of any sale or transfer before the event date. Any resale or transfer (or attempted resale or transfer) of a ticket in breach of this restriction is grounds for seizure or cancellation of that ticket without refund or other compensation.

6.7 A ticket shall not be used for advertising, promotions, contests or sweepstakes, unless formal written permission is given by Tiny Tim's Tearoom, provided that even if such consent is obtained, use of our trade marks and other intellectual property is subject to our prior consent.

7. Event

7.1 It is your responsibility to ascertain whether an event has been cancelled and the date and time of any rearranged event. If an event is cancelled or rescheduled, we will use reasonable endeavours to notify you of the cancellation. We do not guarantee that you will be informed of such cancellation before the date of the event.

7.2 Please note that advertised start times of events are subject to change.

7.3 Tickets are sold subject to the Tiny Tim's Tearoom's right to alter or vary the programme due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange tickets, unless such change is a material alteration as described in paragraph 8.4, in which case the provisions of this paragraph shall apply.

8. Refunds

8.1 Occasionally, events are cancelled, rescheduled or materially altered by the team, for a variety of reasons.

8.2 **Cancellation:** If an event is cancelled (and not rescheduled), you will be offered a full refund of the sale price of your ticket(s).

8.3 **Rescheduling:** Unless indicated otherwise in relation to a particular event, if an event is rescheduled, you will be offered seats at any rescheduled event (subject to availability) of a value corresponding with your original tickets. If you are unable to attend the rescheduled event, you will be offered a refund of the sale price of your ticket(s). You must

inform us within the time specified by us if you are unable to attend the rescheduled event, otherwise we may reconfirm your booking for the rescheduled date and you will not be entitled to claim a refund.

8.4 Material alteration: If an event is materially altered, you will be offered an option to either reconfirm your order for the altered event or to claim a refund (of the sale price of your ticket(s) including the relevant per ticket booking fee but excluding per order handling fee), within such time as specified by us. Failure to inform us of your decision may result in your order being reconfirmed for the altered event and you will not be entitled to claim a refund. A 'material alteration' is a change which, in our reasonable opinion, makes the Event materially different to the Event that purchasers of tickets, taken generally, could reasonably expect. The change of the main course, or any specific pudding menu changes shall not be a material alteration.

8.5 To claim your refund, please apply in writing to: Tiny Tim's Tearoom, 34 St Margaret's Street, Canterbury. CT1 2TG (or to such other address as may be notified to you by us). You must enclose your unused tickets (if received) and comply with any other reasonable instructions from us. For accounting purposes your unused tickets must be received within 28 days from the date of the cancelled event.

8.6 If you have purchased from us any Item associated with an event which has been cancelled, rescheduled or materially altered and a refund of a ticket is due to you in accordance with this clause 8, we will also refund you the purchase price of such Item purchased from us.

8.7 This Purchase Policy does not and shall not affect your statutory rights as a consumer. For further information about your statutory rights contact Citizens Advice or the Department for Business Innovation and Skills.

8.8 We regret that, unless paragraphs 8.2, 8.3 or 8.4 apply, tickets cannot be exchanged or refunded after purchase.

9. Liability

9.1 Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged by you are at your own risk. Neither we nor the Event Partner(s) shall be liable to you for any loss of enjoyment or wasted expenditure.

9.2 Unless otherwise stated in this clause 9, our and the Event Partner(s)' liability to you in connection with the event (including, but not limited to, for any cancellation, rescheduling or material change to the programme of the event) and the Item you have purchased shall be limited to the price paid by you for the Item.

9.3 We will not be liable for any loss, injury or damage to any person (including you) or property howsoever caused (including by us): (a) in any circumstances where there is no breach of a legal duty of care owed by us; (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury resulting from our negligence); or (c) to the extent that any increase in any loss or damage results from breach by you of any of the terms of this Purchase Policy or your negligence.

9.4 Nothing in this Purchase Policy seeks to exclude or limit our liability for death or personal injury caused by our negligence, fraud or other type of liability which cannot by law be excluded or limited.

10. Admission and Attendance

10.1 The venue reserves the right to refuse admission should patrons breach any terms and conditions of the event. The venue may on occasions have to conduct security searches to ensure the safety of the patrons.

10.2 Every effort to admit latecomers will be made at a suitable break in the event.

10.3 The use of photographic and recording equipment is allowed during the evening. Laser pens, dogs (except guide dogs) and a patron's own food and drink are prohibited.

10.4 You and other ticket holders consent to filming and sound recording as members of the audience.

11. Queries and Complaints

11.1 If you have any queries or complaints regarding your purchase, contact us, quoting your order number given to you at the conclusion of placing the order.

11.2 Some complaints can take up to 28 days to resolve, but we will get back to you as soon as possible.

11.3 If any dispute arises, we shall use our reasonable endeavours to consult or negotiate in good faith, and attempt to reach a just and equitable settlement satisfactory to you and us.

12. Miscellaneous

12.1 The Event Partner and its affiliates, successors, or assigns may enforce these terms in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 (the "Act"). Except as provided above, this agreement does not create any right enforceable by any person who is not a party to it under the Act, but does not affect any right or remedy that a third party has which exists or is available apart from that Act.

12.2 All of these terms and conditions are governed by English Law and any disputes arising out of any transaction with Tiny Tim's Tearoom are subject to the exclusive jurisdiction of the English Courts.