

## DAVIS CUP FINALS

### TICKET TERMS AND CONDITIONS

LTA Operations Limited is a company registered in England under company number 07475460, whose registered office is at The National Tennis Centre, 100 Priory Lane, Roehampton, London, SW15 5JQ, and whose VAT number is GB115105662 (the "LTA"). The LTA will be staging **the Davis Cup Finals Glasgow - 2022, held at Emirates Arena Glasgow** (the "Event", and with the applicable venue for the Event being a "Venue").

#### 1. Understanding these terms

- 1.1 These terms and conditions ("**Terms and Conditions**") set out the terms on which you may purchase and use the tickets to the Event selected during the Order (as defined in Clause 2.1 below) process and detailed on such tickets (each such ticket being a "**Ticket**"). Tickets may only be purchased via the LTA's ticket purchasing platform available through the LTA's website ("**Ticketing Platform**", website available [here](#) ("**Website**")), as further detailed in Clause 2.
- 1.2 When certain words and phrases are used in these Terms and Conditions, they have specific meanings (these are known as "**defined terms**"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of these Terms and Conditions where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).
- 1.3 In these Terms and Conditions, when we refer to "**we**", "**us**" or "**our**", we mean the LTA; and when we refer to "**you**" or "**your**" we mean either:
  - 1.3.1 consumers, being individuals acting for purposes that are wholly or mainly outside of their trade, business, craft or profession; or
  - 1.3.2 "**Professional Users**", being individuals or entities seeking to purchase and/or use a Ticket for purposes related to their trade, business, craft or profession (and any individual purchasing a Ticket on behalf of a Professional User warrants to the LTA that it has the power and authority to bind the Professional User on whose behalf it is purchasing such Ticket).
- 1.4 Please note, however, that certain functions made available on the Ticketing Platform may be governed by additional terms and conditions, including (for example) the terms of use of the Website (available [here](#)).
- 1.5 In addition to Clause 1.4 above, please note that we only use your personal information in accordance with our privacy and cookies policy (available [here](#)) and that the Website uses cookies, the use of which is governed by our privacy and cookies policy.

#### 2. Ordering Tickets

- 2.1 To place an order for Tickets via the Ticketing Platform (an "**Order**"), you must have a registered account on the Ticketing Platform (a "**TP Account**") and be at least 18 years old or, if you are below 18 years of age, have the permission of your parent or legal guardian. You must keep the login details for your TP Account secure and confidential. Please note that your eligibility to use a Ticket that you have purchased is as set out in Clause 4.
- 2.2 If you are a consumer, please note that any Tickets you purchase are intended for domestic, private and non-commercial use and by making a Ticket purchase through the Ticketing Platform and accepting these Terms and Conditions, you represent to us that you are acting as a consumer and not for purposes relating to your trade, business, craft or profession.
- 2.3 Follow the process set out on the Ticketing Platform in order to submit an Order. You should check all of the information that you enter and correct any errors before submitting your Order,

as once your Order is submitted we will begin processing it immediately. Please note wheelchair users or other Ticket holders who require ambulant disabled seating must contact the Ticket Factory, LTA's official ticketing customer support, on 0344 338 8838 to place an order for Tickets by phone and this will constitute an Order in this case. If a person requiring wheelchair or ambulant disabled seating attempts to enter the Event using any Ticket other than a wheelchair or ambulant disabled seating Ticket, they may be refused access to the seat detailed on their Ticket.

- 2.4 Your Order constitutes an offer to us. We will confirm our acceptance of your Order by sending you an email confirming the information you included in your Order (the "**Confirmation Email**"). These Terms and Conditions and the Order will become legally binding on you and us when we send you the Confirmation Email and each Order shall incorporate these Terms and Conditions and shall be a new and separate contract between you and us ("**Contract**").
- 2.5 Following the sending of the Ticket Confirmation Email to you by us, your Tickets will be made available within the official LTA Tickets application (the "**App**"), meaning that you must download the App in order to access and use any Ticket(s) that you purchase. You will be notified via email when you can download the app and access your tickets. If our supply of the Tickets is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event outside our control, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Tickets you have paid for but not received.
- 2.6 Please note that purchase of pre-general sale Tickets to the Event is limited to those individuals who the LTA grants such rights to including certain LTA Advantage Members and members of national associations competing at the Event.

### **3. Payment**

- 3.1 The prices for the Tickets are set out on the Ticketing Platform and are inclusive of VAT.
- 3.2 It is always possible that, despite our best efforts, some of the Tickets may be incorrectly priced. We will normally check prices before accepting your Order so that, where a Ticket's correct price at the time of your Order is less than our stated price at that time, we will charge the lower amount. If the Ticket's correct price at the time of your Order is higher than the price stated to you, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract and refund you any sums you have paid.
- 3.3 If your payment is not authorised, your Order will not be fulfilled.

### **4. Eligibility to use Tickets**

- 4.1 You may only purchase Tickets in your own name and must provide the names of any other natural person who will make use of any Ticket (each a "**Guest**") via the App, either by providing their details directly in the App or by sending the Ticket to such Guest via the App.
- 4.2 If you purchase a single Ticket, you must be over 16 years of age (on the Event date to which such Ticket relates) in order to use such Ticket.
- 4.3 If you purchase more than one Ticket, either you or a Guest using another Ticket that you have purchased must be over 16 years of age (on the Event date to which such Ticket relates) in order for any person under 16 years of age to use any such Ticket.
- 4.4 Babes in arms and children aged under five years of age are not permitted in any grandstand seating. Children aged five years or over are allowed into grandstand seating provided that they have a Ticket.

4.5 Any Ticket that is advertised as a Child Ticket may only be used for a child aged five to 16 years and may not be used by anyone aged over 16 years of age (on the Event date to which such Ticket relates).

## 5. Restrictions on transfer of Tickets

5.1 Save as expressly set out in these Terms and Conditions, Tickets are non-refundable. Tickets may be exchanged for an alternative day or session or upgraded to an alternative category of Ticket (subject to availability) by contacting the Ticket Factory, LTA's official ticketing customer support, on 0344 338 8838. Any such exchange will be subject to payment of an additional transaction fee of £2 and any difference in price between the original Ticket(s) purchased and those that you wish to exchange them for.

5.2 We issue the Tickets to you for your and your Guest's sole use. You shall not, and shall procure that each of your Guests shall not, resell, assign or (save as set out in this Clause 5) transfer their Ticket(s) (or the benefit of it or them) to any other person without our prior written consent. References in these Terms and Conditions to reselling Tickets includes offering to sell a Ticket, exposing a Ticket for sale, making a Ticket available for sale by another person and/or advertising that a Ticket is available for purchase. For the avoidance of doubt (and by way of example only), a Ticket may not be offered as a prize in any promotion or competition or transferred, lent or sold to any third party as part of a hospitality or travel package, given to a third party who agrees to buy another good or service or used for any other commercial purpose save as expressly authorised by us.

5.3 Any Ticket you purchase may be transferred following the original purchase of such Ticket by you, provided in the case of each transfer that:

5.3.1 the Guest is known to you personally;

5.3.2 it is for such Guest's personal use only;

5.3.3 the Guest would be entitled (under these Terms and Conditions) to purchase such Ticket and/or attend such Event;

5.3.4 the sale or transfer takes place in consideration of no payment or benefit which is in excess of the face value of that Ticket;

5.3.5 the sale or transfer does not take place during the course of any business or for the purpose of facilitating any third party's business (save that (if you are a Professional User) it may be used as part of your own business hospitality); and

5.3.6 all Ticket transfers must be conducted via the App.

5.4 All Tickets shall remain the property of the LTA at all times and must be produced together with evidence of your (or your Guest's, as applicable) identity if required to do so by any official, steward or employee of the LTA or any police officer. We reserve the right to cancel a Ticket at any time if we reasonably suspect that you and/or any Guest has breached these Terms and Conditions. We also reserve the right to cancel any Ticket that is transferred in breach of this Clause 5.

5.5 A resale or transfer of a Ticket by you to any Guest must be made in accordance with these Terms and Conditions and the conditions of entry published by the LTA for the Event (the current version of which are available [here](#) and the conditions of entry published by the Venue (the current version of which are available [here](#)), "**Conditions of Entry**") which will (save for any rights to transfer under this Clause 5 or any rights or obligations specific to you rather than a Guest) apply to and bind that Guest as if they were the original purchaser of the Ticket. You must inform the Guest of this and we shall hold you responsible if you fail to so notify each Guest and/or any Guest fails to comply with these Terms and Conditions and/or the applicable

Conditions of Entry. You must provide the name and address of each Guest(s) when asked to do so by any official, steward or employee of the LTA or any police officer.

- 5.6 The unauthorised sale or disposal of a Ticket is illegal under the terms of section 2 of the Fraud Act 2006. We will inform the police when we become aware that a Ticket has been sold or disposed of illegally and will press for charges to be brought against those breaking the law. If you or any Guest is convicted of a ticket touting offence, or we reasonably suspect that you or any Guest has committed such an offence, we may notice other tennis regulatory bodies, event holders and/or the relevant law enforcement authorities. The information that we share may include the relevant individual's personal data, including name and contact details and information about the offence and about Ticket purchases (including payment details). We will use this to identify and prevent ticket touting offences.

## **6. Permitted use of Tickets**

### Conditions of Entry

- 6.1 All Tickets must be used in accordance with these Terms and Conditions and the Conditions of Entry. You may be refused admission to or ejected from the Venue without refund or compensation if you and/or any Guest are in breach of the Conditions of Entry or these Terms and Conditions.

### General

- 6.2 You shall procure compliance by your Guest(s) with these Terms and Conditions and the Conditions of Entry. If any Guest breaches these Terms and Conditions and/or the Conditions of Entry, you and such Guest shall both be individually and collectively liable to us.
- 6.3 Any Ticket obtained or used in breach of these Terms and Conditions and/or the Conditions of Entry shall be automatically void, and all rights conferred or evidenced by such Ticket shall be immediately cancelled. If you or Guest seeks to use a Ticket in breach of these Terms and Conditions and/or the Conditions of Entry in order to gain entry to the Venue or remain at the Event, you and they shall be a trespasser and may be refused entry to, or ejected from, the Venue.
- 6.4 Any misconduct by you or any Guest, in a manner which we consider is detrimental to its interests or is likely (in our reasonable opinion) to bring tennis or the LTA into disrepute, shall permit us to:
- 6.4.1 confiscate or forfeit (in each case without compensation) any Ticket(s); and/or
  - 6.4.2 ban you and/or any Guest from attending future LTA events for such period of time as we deem appropriate.
- 6.5 We reserve the right to refuse admission to, or eject from, the Venue any person who fails to comply with these Terms and Conditions and/or the Conditions of Entry and any such person shall become a trespasser immediately upon such failure to comply with these Terms and Conditions and/or the Conditions of Entry.
- 6.6 You and/or any Guest may be required at any time whilst at the Venue to deliver up their Ticket for inspection by us and to prove that they are entitled to use the relevant Ticket in accordance with these Terms and Conditions.
- 6.7 You assume full and absolute responsibility for all Tickets allocated to you, including for any advertisement, offer for sale or transfer and/or sale or transfer of Tickets (or for any other breach of these Terms and Conditions), whether or not such advertisement, offer for sale or transfer and/or sale or transfer (or other breach of these Terms and Conditions) takes place with your knowledge.

### Prohibited conduct

- 6.8 A Ticket must be used on the day of the Event shown on such Ticket. Any person seeking to gain access to the Event on a day other than that shown on their Ticket will be refused entry.
- 6.9 You and each Guest must not occupy any seat other than the seat allocated to you/them by the relevant Ticket.
- 6.10 Ticket(s) shall not be:
- 6.10.1 used for any promotion, advertising, fundraising, auction, raffle or any other similar commercial or non-commercial purposes;
  - 6.10.2 used as a prize (or part of a prize) in any contest, competition, promotional game of chance, lottery or sweepstake;
  - 6.10.3 combined with and sold or transferred as part of any package of goods or services; or
  - 6.10.4 combined with and sold or transferred as part of any travel, accommodation or hospitality package.
- 6.11 The following actions shall constitute a serious breach of these Terms and Conditions:
- 6.11.1 the sale or transfer (save as permitted in these Terms and Conditions) of a Ticket to any person;
  - 6.11.2 the deliberate misuse of a Ticket;
  - 6.11.3 the supply of any misleading or incorrect information in any Order and/or other application or form relating to any Ticket or your and/or any Guest's attendance at the Event; and
  - 6.11.4 any failure to pay or default of payment in respect of any sums owing to us (or any third party) in respect of any Ticket.
- 6.12 You must answer promptly and truthfully any question concerning any Ticket from the LTA (or any of its representatives) and/or the owner and/or operator of the applicable Venue.

## **7. Alterations to the Event**

- 7.1 We shall not be liable for any refund, loss, damage or expense caused by cancellation, curtailment or change of schedule of the Event because of circumstances beyond our reasonable control.
- 7.2 You acknowledge that we reserve the right to change the programme and schedule of the Event without notice where it is reasonably necessary to do so. Tickets are for the court specified on the date shown and entitle you to enter that court and not to view any particular match or round of matches or any particular player. Matches may be moved from one court to another at our sole discretion.
- 7.3 You acknowledge that the LTA cannot guarantee the length of play, the number of matches, the identity of the players or the stage of the tournament played on the day of the Event to which your or any Guest's Ticket(s) relates. You and each Guest acknowledge that there may be delays during and between matches, and that matches may start at different times on different courts.

## **8. Cancellation and refunds**

### Your legal rights

- 8.1 You do not have a right to cancel a Contract and receive a refund under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 8.2 You have legal rights in relation to Tickets that are not in accordance with these Terms and Conditions. If you believe that any Tickets that you have ordered do not conform with these Terms and Conditions, please contact us (using the details in Clause 14) to request a replacement or refund.

#### Unfulfilled Orders

- 8.3 If, due to unforeseen circumstances, we are unable to fulfil your Order or any of the Tickets in a particular Order, we will refund the value of Ticket(s) that we were unable to fulfil. You may obtain a refund by contacting us (see Clause 14 for the contact details).

#### Lost or stolen Tickets

- 8.4 Where you or a Guest is unable to access their Ticket(s) via the App on the day of the Event for any reason we shall subject to ascertaining and verifying the circumstances in which you are not able to access the Ticket(s), we will work with customers to provide a suitable digital solution. Failing this we will make a e-ticket ticket available to customers via email. If the above two options will not work for the customers, we will make a duplicate Ticket(s) available for collection from the Venue Box Office during the Event. Duplicate Tickets will only be issued to the cardholder on production of the card used to pay for the tickets and photo identification. Any duplicate Tickets automatically invalidate the original ticket.

#### Other refunds

- 8.5 If you or a Guest are unable to attend the Event for any reason and you are not otherwise entitled to a refund pursuant to this Clause 8 (or any other provision of these Terms and Conditions), you may contact us using the details set out in Clause 14 and we shall consider such refund request in our sole and absolute discretion. Please note that in such circumstances:
- 8.5.1 you do not have a right of refund and any decision to offer a full or partial refund shall be at our sole and absolute discretion; and
- 8.5.2 any transaction or booking fees applied to the purchase of the applicable Ticket(s) shall not be refunded.

### **9. LIABILITY**

- 9.1 Nothing in these Terms and Conditions excludes or limits our liability for:
- 9.1.1 death or personal injury caused by our negligence;
- 9.1.2 fraud or fraudulent misrepresentation; and
- 9.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.
- 9.2 If you are a Professional User then, subject to Clause 9.1:
- 9.2.1 in no event shall the LTA be liable to you for any loss of profits, loss of revenue, loss of contracts, failure to realise anticipated savings or for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise; and
- 9.2.2 the LTA's total aggregate liability to you in respect of any loss or damage suffered and arising out of or in connection with these Terms and Conditions or any Contract, whether in contract, tort (including negligence) or otherwise shall not exceed a sum equal to the value of your Order.

- 9.3 If you are a consumer then, subject to Clause 9.1:
- 9.3.1 you agree not to use any Ticket for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;
  - 9.3.2 if the LTA fails to comply with these Terms and Conditions, the LTA is responsible for loss or damage you suffers that is a foreseeable result of the LTA's breach of these Terms and Conditions or its negligence, but the LTA is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the LTA's breach or if it was contemplated you and the LTA at the time that these Terms and Conditions became binding on both the LTA and you;
  - 9.3.3 nothing in these Terms and Conditions affects your statutory rights. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office; and
  - 9.3.4 the LTA's total aggregate liability to you in respect of any loss or damage suffered and arising out of or in connection with these Terms and Conditions or any Contract, whether in contract, tort (including negligence) or otherwise shall not exceed a sum equal to the value of your Order.

## **10. Suspension, termination and enforcement of these Terms and Conditions**

- 10.1 If you breach any of these Terms and Conditions, we may immediately do any or all of the following (without limitation):
- 10.1.1 issue a warning to you;
  - 10.1.2 withdraw your right to use any Ticket(s);
  - 10.1.3 temporarily or permanently withdraw your right to use the Website and/or the Ticketing Platform;
  - 10.1.4 issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
  - 10.1.5 take further legal action against you;
  - 10.1.6 initiate any disciplinary procedure or apply any sanction within the scope of the LTA's rules and regulations (available [here](#)); and/or
  - 10.1.7 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

## **11. Changes to these Terms and Conditions**

We may make changes to these Terms and Conditions from time to time (if, for example, there is a change in the law that means we need to change these Terms and Conditions) but the Terms and Conditions applicable at the time of your Order will apply to that Order. Please check these Terms and Conditions regularly to ensure that you understand the Terms and Conditions that apply at the time that you purchase Tickets.

## **12. Other important information**

- 12.1 Each of the Clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

- 12.2 If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.3 If you are a Professional User, these Terms and Conditions, together with your Confirmation Email, contain the entire agreement between you and the LTA in relation to their subject matter and supersedes any prior arrangement, understanding written or oral agreements between you and the LTA in relation to such subject matter. You and we each acknowledge that, in entering into a Contract, neither of us has relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings made by the other or on their behalf in relation to the subject-matter of such Contract ("**Pre-Contractual Statements**"), other than those which are expressly set out in the Terms and Conditions and your Confirmation Email. Each of you and us hereby waives all rights and remedies which might otherwise be available to either of us in relation to such Pre-Contractual Statements.

### **13. Governing law and jurisdiction**

- 13.1 These Terms and Conditions and each Contract, and any dispute or claim arising out of or in connection with them, are governed by English law.
- 13.2 Any proceedings arising out of or in respect of these Terms and Conditions or any Contract shall:
- 13.2.1 if you are a Professional User, be subject to the exclusive jurisdiction of the English courts; and
- 13.2.2 if you are a consumer who is resident in the UK or the European Union, be subject to the jurisdiction of - at your discretion - either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is within the UK or is an EU Member State (but only, if this country of habitual residence is an EU Member State, we direct the Ticketing Platform to (and/or we pursue our commercial or professional activities in relation to the Ticketing Platform in) such EU Member State), which courts are - with the exclusion of any other court - competent to settle any of such a dispute. We shall bring any dispute which may arise under these Terms and Conditions or any Contract to the competent court of your country of habitual residence if this is in an EU Member State (but only where we direct the Ticketing Platform to (and/or we pursue our commercial or professional activities in relation to the Ticketing Platform in) such EU Member State), or otherwise the competent court of England.

### **14. Contacting us**

Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. You can always contact us by clicking The LTA's contact details are available [here](#).

Thank you.

**Terms and Conditions last updated 13/06/2022**