

20250311 CultureHosts Marketplace - Consumer Terms

Effective: 1 January 2025

Where to find information about us and our services

You can find everything you need to know about us, Creative Tourist Limited, and our services on our website before you order. We also confirm the key information to you in writing after you order by email.

We only accept orders when we've checked them

We will take payment at the same time as your order. We contact you to confirm we've received your order and we accept your order when we confirm the arrangements for the booking, event or services you have ordered.

Sometimes we reject orders

Sometimes we reject orders, for example, because we can't verify your age (where the activity is age-restricted) or because an event is fully booked. When this happens, we let you know as soon as possible and refund any sums you have paid.

We charge interest on late payments

If we're unable to collect any payment you owe us, we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after court judgement. You pay us the interest together with any overdue amount.

We pass on increases in VAT

If the rate of VAT changes between your order date and the date of your booking, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

You do not have a legal right to change your mind once you have booked to attend an event for a specific date, time or period.

If you do change your mind, use the **manage booking link in your booking confirmation email** to reschedule or cancel your booked event. If you are unable to reschedule or cancel your booked event (e.g., because the cancellation window has closed), contact us via **support@culturehosts.com**. Sometimes it is possible to transfer your booking to another event, but we cannot guarantee that will be possible in all cases.

We are under no legal obligation to provide an exchange or refund unless the event is cancelled, rescheduled or if there is a material change to the booked event. To avoid any doubt, the use of understudies in live performances, adverse weather conditions, delays to the start time or curtailment are not material changes.

If an event is cancelled or re-scheduled for any reason (including all circumstances beyond our reasonable control), we will use our reasonable endeavours to notify you of the changes. If you tell us that you do not want to attend a re-scheduled event at least 48 hours before the re-scheduled start time, then we will refund your ticket price. Our legal liability to you is limited to a refund equal to the price paid for the event tickets.

You have rights if there is something wrong with our service

If you think there is something wrong with our service, you must contact our Customer Service Team: support@culturehosts.com.

We can end our contract with you

We can end our contract with you for a service and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within two days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the service, for example, any dietary requirements.

We don't compensate you for all losses caused by us or our services

We will not be liable to you for any loss, injury or damage to anyone or any of your personal property when:

- There is no breach of a legal duty of care
- The loss or damage was not reasonably foreseeable
- The loss or damage was caused by you

Our total liability to you in connection with your booking is limited to the price paid to us for the booking.

These terms do not exclude or limit our liability to you for death or personal injury caused by our negligence, fraud or any other type of liability that cannot be excluded or limited by law.

We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice: creativetourist.com/privacy.

You have several options for resolving disputes with us

Our complaints process. Our Customer Service Team (support@culturehosts.com) will do their best to resolve any problems you have with us or our services. If not, you may raise a formal complaint. We operate a two-stage complaints handling procedure. Our aim is to resolve any complaint to your satisfaction at Level One without further recourse to Level Two. If you are not satisfied at the end of Level One, you may escalate your complaint to Level Two.

Level One: Upon receipt of your complaint, we will log the complaint and acknowledge receipt of it in writing within **three (3) working days**, giving you a Complaint Reference. We will also provide details of the person who will deal with the complaint.

- If your complaint relates to a specific individual or supplier, that person will be informed of your complaint and given a fair and reasonable opportunity to respond. We ask that you do not contact the individual in question directly concerning the complaint while we are working to resolve it.
- If we require any further information from you, the Complaint Handler will contact you as quickly as is reasonably possible to ask for it. We ask that you use reasonable efforts to supply any information quickly in order to avoid delaying the complaints handling process. If you are for any reason unable to provide any information we will use all reasonable efforts to proceed without it, however please be aware that we will not ask for further information unless we consider it important to the successful resolution of your complaint.
- We aim to resolve Level One complaints within **fourteen (14) days**, however in some cases, particularly if your complaint is of a complex nature, this may not be possible. If this is not possible for any reason you will be informed of the delay, the likely length of the delay and the reasons for it. At the conclusion of the Level One complaints procedure, regardless of the outcome, we will provide you with full details of our investigation, our conclusions from that investigation, and any action taken as a result. You will also be reminded of your right to appeal our decision and escalate the complaint to Level Two in the form of an Appeal.

Level Two: If you are not satisfied with the resolution of your complaint at Level One, you may appeal the decision within **thirty (30) days**, and have the complaint escalated to Level Two. Appeals are handled by one of our directors.

- Appeals, quoting your original Complaint Reference, should be directed to your original Complaint Handler who will forward the request. Receipt of Appeals will be

acknowledged in writing within **three (3) working days**. When we acknowledge receipt of your Appeal we will also provide details of your Appeal Handler.

- If your complaint relates to a specific individual or supplier, that person will be informed of your Appeal and given a further opportunity to respond. We ask that you do not contact the person in question directly concerning the complaint while we are working to resolve it.
- If we require any further information from you, the Appeal Handler will contact you as quickly as is reasonably possible to ask for it. We ask that you use reasonable efforts to supply any information to us quickly in order to avoid delaying the complaints handling process. If you are for any reason unable to provide information we will use all reasonable efforts to proceed without it, however please be aware that we will not ask for further information or evidence unless we consider it important to the successful resolution of your complaint.
- We aim to resolve Level Two complaints within **thirty (30) days**, however in some cases, particularly if your complaint is of a complex nature, this may not be possible. If this is not possible for any reason you will be informed of the delay, the likely length of the delay and the reasons for it.
- At the conclusion of the Level Two procedure, regardless of the outcome, we will provide you with full details of our investigation, our conclusions from that investigation, and any action taken as a result. Our decision at this stage is final.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your service. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract. If you're unhappy with the transfer you can contact our Customer Service Team (**support@culturehosts.com**) to end the contract within thirty (30) days of us telling you about it and we will refund you any payments you've made in advance for services not provided.

Re-sale. You may not re-sell or transfer a booking if that is prohibited by law, or if prohibited by the event organiser. Any ticket obtained in breach of these provisions may be void, and the ticket holder may be refused entry to the event.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.