

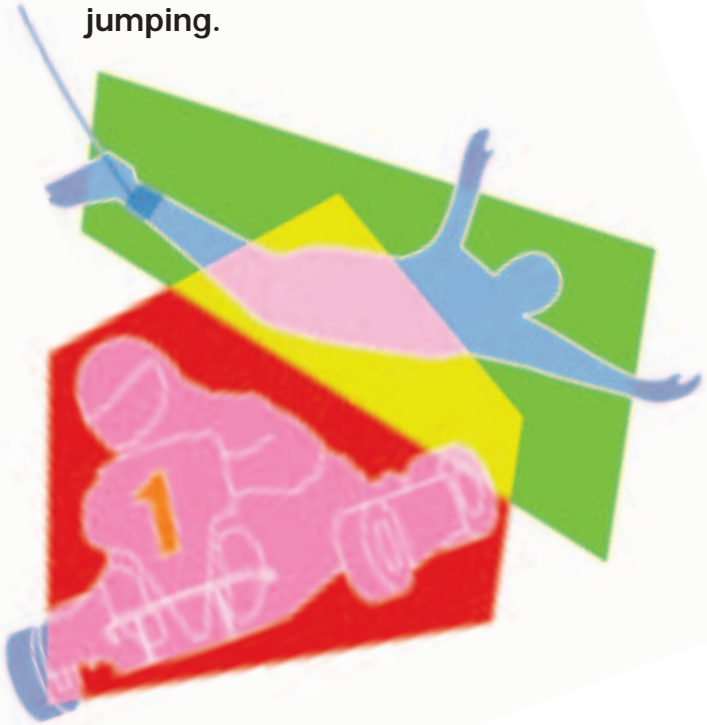
**Buying tickets for a show?  
Hiring a clown for a party?  
Going scuba diving?**

Unfair terms in consumer entertainment contracts



## Aim

This leaflet is designed to help you as a consumer to spot unfair terms in contracts for entertainment, whether you are intending to buy a ticket for a show, hire a performer such as a singer or band for a party or participate in a leisure activity such as scuba diving and bungee jumping.



## What are unfair terms?

These are terms made by a business in a standard contract, which you have no choice about and which give the business too much advantage over you. A business selling you something has to take your interests into account.

Unfair terms are traps, often hidden in the detail. For example they might:

- try to exclude the business's legal responsibilities
- impose unfair penalties, restrictions or obligations on you
- be unclear about what you have to pay

All standard terms should be clear. Contracts should not use jargon, difficult words you don't understand or long complicated sentences.

The OFT, trading standards services and other bodies enforce the Unfair Terms in Consumer Contracts Regulations 1999. They often get businesses to change unfair terms without the need to go to court. If you think a business is using an unfair term to your disadvantage, get advice about telling them so. If you are not sure about a certain term, get advice from your local trading standards service, or you can contact your local advice centre or Citizens Advice (see your local directory).

Unfair terms are not binding on consumers. But remember, only a court can decide whether or not a term is unfair.

## **Is there a contract?**

All entertainment services like shows, hire of performers or leisure activities are provided by a business on certain terms and conditions - this is the contract. You may find these terms and conditions at the back of a ticket, on an order form or be told about them when making a telephone booking. You are entitled to know what these terms and conditions are before you decide to go ahead and book. Above all, make sure that you know what the business is providing before you agree to pay.

The terms of your contract should be clear enough that you should not need legal advice to understand them. It is important that you take your time to read the contract carefully. Don't let yourself be rushed. If you don't understand any of the words or what a term means, then ask before agreeing to it.

## **With whom is your contract?**

You should know which business your contract is with. This is all the more important where more than one business is involved - for example if you are using an entertainment agency to book a performer, the identity of each business/person involved should be clear, so should what each is responsible for.

## **When are you bound by the contract?**

You should not be left in any doubt about the point at which your contract is made and you become legally bound. For example, if you are making a telephone inquiry, you should be told when the booking and the contract will be made.



## What to look out for:

### Watch out for terms that:

- allow a business to make any changes it wants to the event, service or activity
- allow a business to refuse admission to events without good reason
- deny refunds or limit them unfairly even where a performance, event or activity does not take place
- impose excessive cancellation charges
- exclude liability for death or personal injury however caused

### FOR EXAMPLE:

#### They won't give you a refund

An entertainment service cannot deny you a refund if they have not delivered to you what was agreed. But if you cancel without justification, you cannot expect a full refund.

## **They've sent you a different DJ**

A business cannot provide you with a different kind of product or service to what was agreed without compensating you. If the change is important, you are entitled to compensation which may amount to a full refund.

## **The show has been cancelled**

You should be able to get a refund and in certain limited circumstances, compensation for any other losses you have suffered which are caused by the business' actions. This could apply even where the event or activity has not been cancelled, but where it has been postponed.



## Other things to look out for:

### Is the contract made at a distance?

If the contract is to be made purely by distance means, that is without face-to-face contact with the business (for example by telephone, mail order, fax, digital television or internet), then regulations covering distance selling may apply. For more information see the Department of Trade and Industry's website at [www.dti.gov.uk/ccp/topics1/ecomm.htm](http://www.dti.gov.uk/ccp/topics1/ecomm.htm).

## Finally...

### Trade Associations

Trade Associations generally aim to encourage best practice among their members through codes of practice. It is always worth checking if the entertainment supplier is a member, as a code of practice may give you extra rights and also help you where you have a dispute that you have not been able to resolve with the supplier directly. Under the Enterprise Act 2002, trade associations and other code sponsors can apply to have their consumer code of practice approved by the OFT. The OFT will approve only schemes that deliver extra protection to consumers. You may therefore also want to check whether a particular trade association has obtained or is in the process of seeking OFT approval. See the OFT website for more details at [www.offt.gov.uk/business/codes](http://www.offt.gov.uk/business/codes).

- Consumer tips
- Consumer knowhow
- Consumer credit

This information is available in other formats and languages on request. Please ring 0870 60 60 321 to order.

This leaflet is only a simple guide and should not be relied on as a complete statement on the law. To understand your rights and obligations fully, study the relevant law or consult a solicitor.

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