

## TERMS AND CONDITIONS FOR THE PURCHASE OF TICKETS

Greenwich Theatre does its best to ensure that all the information on its website and in its printed materials is current and accurate. However, mistakes can occur, so we would encourage anyone who may be thinking of making a special trip based on information displayed on the website to confirm that the information is correct. You can do this by emailing [boxoffice@greenwichtheatre.org.uk](mailto:boxoffice@greenwichtheatre.org.uk)

Now for the legal information:

### 1. DEFINITIONS

In these terms and conditions the following words shall have the meanings set out below:

"Confirmation"	means the confirmation email sent to you by GT under clause 4.2.3 acknowledging your booking and setting out the details of your booking.
"Contract"	means any contract for the purchase of Tickets or Learning Events made between you and GT.
"Learning Event"	means any event offered for sale by and/or organised by GT learning department including, but not limited to, workshops, projects, continued professional development events and staged performances.
"GT"	means Greenwich Theatre Ltd whose registered and principal trading address is Greenwich Theatre, Crooms Hill, Royal Greenwich, London SE10 8ES. Registered in England company number 860847. Registered charity number 246186. VAT registration number GB 207 3077 86.
"Online Booking Form"	means the series of pages for the booking of Tickets set out on the GT's website.
"Ticket"	means any ticket for attending: <ol style="list-style-type: none"><li>i. a live, staged performance of a theatrical or operatic nature in any one of the GT's auditoria;</li><li>ii. a Learning Event</li></ol> <p>offered for sale by GT or its authorised agents and any reference in these terms and conditions to a 'performance' shall include any of these other than Learning Events.</p>

## **2. GENERAL**

- 2.1. These terms and conditions relate to the purchase and supply of Tickets and Learning Events and the use of GT's website generally. Please read these terms and conditions carefully before purchasing any Tickets or Learning Events as by doing so, you accept that these terms and conditions will govern all Contracts.
- 2.2. Nothing in these terms and conditions is intended to affect your statutory rights.
- 2.3. These terms and conditions do not apply to any product listed for sale on the GT Merchandise website pages to which separate terms and conditions apply.

## **3. PURCHASING TICKETS AND LEARNING EVENTS**

- 3.1. If you make a group booking, you accept these terms and conditions on behalf of all members of the group and are responsible for all payments due from the party.
- 3.2. Only persons who are at least 18 years of age are permitted to book Tickets. By booking Tickets you warrant to GT that you comply with this requirement.
- 3.3. If there are any changes to your details once your booking has been concluded then it is your responsibility to inform GT.
- 3.4. GT reserves the right to place restrictions on:
  - 3.4.1. the volume of any Tickets ordered; and
  - 3.4.2. the number of places booked for Learning Events.
- 3.5. It is your responsibility to check that any Tickets issued to you are accurate.
- 3.6. Any purchase of Tickets or Learning Events is only valid when processed by GT or an agent authorised by GT.
- 3.7. If you wish to transfer your Tickets into someone else's name, you must contact the GT box office by either email or telephone at least one hour before the start of the performance.
- 3.8. If you wish to transfer your Learning Event into someone else's name, you must contact the GT Box Office no later than 6pm on the day before the event is scheduled to take place so that GT may process this change.
- 3.9. Except as permitted by clauses 3.7 and 3.8, your Tickets and Learning Events may not be transferred or resold for commercial purposes or at a premium. If a Ticket or Learning Event is transferred or resold in breach of this condition, the bearer of the Ticket or the person claiming the right to attend the event will be refused admission to the performance or event and any membership(s) you may have with GT will be terminated.

## **4. ADDITIONAL PROVISIONS APPLYING TO TICKETS AND LEARNING EVENTS PURCHASED ON THE NT'S WEBSITE**

- 4.1. The website [www.greenwichtheatre.org.uk](http://www.greenwichtheatre.org.uk) is owned and operated by GT.
- 4.2. If you choose to purchase Tickets or Learning Events over GT's website, your Contract with the GT will be concluded as follows:
  - 4.2.1. completion and submission of the Online Booking Form shall constitute an offer by you to purchase Tickets or Learning Events subject to these terms and conditions. You can correct any mistakes you make when filling out the Online Booking Form at any point before submitting it;
  - 4.2.2. once you submit the Online Booking Form, GT will check that you have completed all parts of the Online Booking Form and confirm that you have sufficient funds to cover the total cost of the booking. Upon confirmation of these details, GT will then charge your credit or debit card accordingly. This in itself does not constitute acceptance of your offer;

4.2.3. once payment has been taken, an on-screen confirmation will be displayed and GT will send you a Confirmation as soon as possible. This Confirmation shall constitute GT's acceptance of your booking. A Contract will be formed once you have received the Confirmation;

4.2.4. if GT receives a prompt notification that the Confirmation was not delivered successfully, then GT will use reasonable endeavours to notify you of its acceptance and the details of your booking by other means.

4.3. The only language available for the conclusion of a Contract online is English.

4.4. Details of all Contracts concluded online (including the method of payment but not the card details) will be kept on file by us and can be provided to you upon request.

4.5. You are entirely responsible for entering your details correctly on the Online Booking Form. By submitting an Online Booking Form you warrant to GT that all details supplied by you are true and accurate.

## **5. PRICE AND PAYMENT**

5.1. The price (including all taxes where relevant) of all Tickets are specified on the GT website. These details are based on the best available information to GT and the GT is not obliged to conclude any Contract on these terms.

5.2. The price (including all taxes where relevant) of Learning Events available for purchase online are specified on GT's website. These details are based on the best available information to the GT and the GT is not obliged to conclude any Contract on these terms.

5.3. The price (including all taxes where relevant) of Learning Events booked over the phone, in person or by post are displayed on GT's website and/or will be provided to you at the time of booking. These details are based on the best available information to the GT and the GT is not obliged to conclude any Contract on these terms.

5.4. For bookings made online over GT's website, GT accepts payment by American Express, MasterCard, Visa.

5.5. For bookings made over the phone, in person, by post\* GT accepts payment by American Express, MasterCard, Visa, SOLT token, cash, cheque\* and BACS. (\* only)

5.6. Unless you have opted to collect your Tickets in person (see clause 6 below), the price is subject to a per order delivery charge. If you are booking Tickets using GT's website, any delivery charges will be displayed as a separate item on the Online Booking Form.

5.7. If your Tickets or Learning Events are being paid for using a third party credit/debit card you must provide the GT with written authorisation from the card holder.

## **6. DELIVERY OF TICKETS**

6.1. GT offers print at home and e-tickets as the standard method of delivery of tickets. We encourage everyone to go paperless to support our environmental initiatives. Hand held scanning devices will be used to check tickets on entry to the auditorium so a printed or digital image (on a phone or digital device) of your booking QR code will allow entry.

6.2. You can opt to collect your Tickets in person from the GT box office. We will charge a £1 printing fee you for pickup if you select this option when booking Tickets. The option to collect Tickets is clearly displayed on the Online Booking Form for those booking online.

## **7. REFUND AND EXCHANGE POLICY FOR TICKETS (Performance or Learning Events)**

7.1. Subject to clauses 7.2, 7.3, 7.5 and 8, GT will not refund your Tickets after purchase.

- 7.2. Where we are unable to perform on the date(s) agreed because the performance in question is no longer available or is abandoned when less than half the performance has taken place, we exchange your ticket to an alternative date where possible. Where a date is not available or you cannot attend on the new date we will credit your account with the full value of your ticket. This credit is valid indefinitely and can be used for tickets or membership. If a refund is needed, please contact the Box Office who will process funds back to the method of payment used to purchase.
- 7.3. 1.2. Where you are unable to attend a performance that is going ahead, tickets may be exchanged for later performances of the same production (subject to availability) or provided that the Box Office receive your Tickets at least **72** hours before the performance is due to take place (or at least **14 days** before the performance is due to take place for group bookings). An additional per ticket handling charge of £2 will be payable by you for this service.
- 7.4. 1.3. If you do not return your Tickets in time to exchange them the Box Office may, but will not be obliged to, resell them on your behalf. If your tickets are successfully resold then we will refund to you the face value of the tickets purchased (excluding any delivery or booking charges), minus an administration fee of £2 per ticket. Greenwich Theatre will sell all of its own tickets before it will offer returned tickets for resale and we cannot guarantee the successful resale of any returned tickets.

## **8. ALTERATIONS**

All Tickets and Learning Events are sold subject to the GT's right to make any alterations in the cast or programme details advertised on GT's website or other appropriate location.

## **9 LIABILITIES OF GT**

- 9.1. Subject to clause 9.3 below, GT will only be liable to you for direct and foreseeable losses arising as a result of:
- 9.1.1. a breach of these terms and conditions by GT; or
  - 9.1.2. any negligent act by GT arising under or in connection with the Contract.
- 9.2. GT's total liability under clause 10.1 above shall be limited to the total face value of the Tickets or the price of the unticketed Learning Event purchased.
- 9.3. Nothing in this clause 9 excludes or limits the liability of GT for death, personal injury or fraud.
- 9.4. GT will not be liable in any way if it is prevented from performing its obligations under or arising from any Contract due to any factors which are beyond GT's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond GT's reasonable control:
- 9.4.1. acts of god, which include earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
  - 9.4.2. force majeure which includes war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes and civil commotions;
  - 9.4.3. power failure and failure of sound or lighting equipment.
- 9.5. GT will not be liable for any losses incurred by you in connection with your use of GT's website, for any delay in using or your inability to use the website, for any information or Tickets obtained through the website or for any material posted to the website by GT or by users of the website.

## **10. WEBSITE USE**

- 10.1. GT's website is for your own personal and non-commercial use. You may not modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from the GT's website.

- 10.2. The contents of GT's website, including any software, are protected by intellectual property rights and other related rights. No part of GT's website may be reproduced in any form (electronically or otherwise) without the prior consent of GT, other than temporarily in the course of using GT's booking service or as permitted by law.
- 10.3. You are not permitted to link to or use all or any part of GT's website for any purpose which is unlawful, defamatory, harmful, obscene or objectionable.
- 10.4. You are not permitted to transmit anything which, in GT's opinion, harms GT's business or in any way offends other users or persons.
- 10.5. You are not permitted to alter GT's website in any way.
- 10.6. You must not post onto or transmit to GT's website any material containing software viruses or files which may damage or disrupt the good working order of computer or telecommunications equipment.
- 10.7. GT reserves the right to refuse to post onto or remove anything from its website which, in GT's opinion, is objectionable or does not comply with these terms and conditions. GT shall not in any way be liable for such actions.
- 10.8. GT may record, preserve, trace and disclose anything which has been transmitted to, from or via GT's website where required by law or where GT is acting in good faith.
- 10.9. If you create, or are provided with, a username, password or any other piece of information as part of GT's security procedures, you must treat this information as confidential. In particular, you must not disclose this information to any third party.

## **11. LINKS TO THIRD PARTY SITES**

GT's website may contain hyperlinks to websites operated by parties other than GT. The operation of such websites is outside GT's control and you proceed at your own risk. GT does not endorse or sponsor and is not liable for the products, services or content you access through any linked site.

## **12. DATA PROTECTION**

GT will collect, use, store and disclose your personal details in accordance with our privacy policy which can be accessed from GT's website homepage.

## **13. CONTACT AND COMPLAINTS**

If you need to contact GT, or if you wish to complain about your experience purchasing Tickets or Learning Events or using GT's website, you can do so using any of the following methods:

- **email:** [operaions@greenwichtheatre.org.uk](mailto:operaions@greenwichtheatre.org.uk)
- **telephone:** 020 8858 7755 (GT Box Office)
- **letter:** Greenwich Theatre, Crooms Hill, Royal Greenwich, London, SE10 8ES

## **14. ENTIRE AGREEMENT**

All the terms of any Contract are contained or are referred to within these terms and conditions.

## **15. SEVERABILITY**

If any part of these terms and conditions is held to be unenforceable this will not affect the enforceability of the remaining provisions.

## **16. SAFETY AND ENJOYMENT**

- 16.1. GT reserves the right to refuse admission and may request any Ticket holders and Learning Event participants to leave (taking any such appropriate action which may be necessary to enforce this right) before or during performances if it considers it to be necessary or desirable to do so. GT may also, on certain occasions, have to conduct security searches to ensure the safety of its patrons.

- 16.2. Latecomers will be asked to wait until a suitable break in the performance or Learning Event before being admitted to the auditorium or other venue.
- 16.3. GT will not permit cans or glass containers to be brought into the auditorium.
- 16.4. Mobile phones and other electronic equipment must be switched off (not silenced) before entering the auditorium.
- 16.5. To be admitted you must be in possession of a valid Ticket. In the case of Learning Events you must have paid for that Learning Event.
- 16.6. Unless a performance is expressly stated to permit entry to children under the age of four, children under the age of four are not permitted to enter the auditoriums but are welcome in the foyers.
- 16.7. Please note that strobe lighting, smoke effects and gunshots are sometimes used in productions.
- 16.8. GT and any authorised third parties may carry out general filming and sound recording in or about the venue. By purchasing Tickets or a Learning Event, you consent to you and your party being included in and to the commercial exploitation of such films and recordings without payment.

## 17. **THIRD PARTIES**

Nothing contained in any Contract is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any third party.

## 18. **GOVERNING LAW**

These terms and conditions and any Contract concluded incorporating these terms and conditions shall be governed by English law and all disputes shall be submitted to the exclusive jurisdiction of the English courts.

19. **Covid 19 impact.** In 2021 we expect to initially perform to reduced number, socially distanced audiences. However, as restrictions are lifted we will release more ticket for sale and safely increase the numbers of people in our auditorium. We reserve the right to increase from a limited capacity to full capacity on any performance in line with government guidance and without prior notice. **If a patron develops symptoms, is told to self-isolate by the NHS track and trace service or receives a positive test result they can contact the Box Office, no later than one hour before the performance is due to begin, and request an exchange or credit for their unused ticket.**