

# TERMS AND CONDITIONS FOR THE PURCHASE OF TICKETS, LEARNING EVENTS AND THE USE OF THE NATIONAL THEATRE WEBSITE

The NT does its best to ensure that all the information on its website 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 [info@nationaltheatre.org.uk](mailto:info@nationaltheatre.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 the NT 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 the NT.
"Learning Event"	means any event offered for sale by and/or organised by the NT learning department including, but not limited to, workshops, projects, continued professional development events and staged performances.
"NT"	means The Royal National Theatre whose registered and principal trading address is Upper Ground, London SE1 9PX. Registered in England company number 749504. Registered charity number 224223. VAT registration number GB 548 1804 33.
"Online Booking Form"	means the series of pages for the booking of Tickets set out on the NT's website.
"Ticket"	means any ticket for attending: <ul style="list-style-type: none"><li>i. a live, staged performance of a theatrical or operatic nature in any one of the NT's auditoria;</li><li>ii. backstage tours;</li><li>iii. platforms;</li><li>iv. a Learning Event</li></ul> offered for sale by the NT or its authorised agents and any reference in these terms and conditions to a 'performance' shall include any of these other than Learning Events.

## 2. GENERAL

- 2.1. These terms and conditions relate to the purchase and supply of Tickets and Learning Events and the use of the NT'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 NT shop website to which separate terms and conditions apply.

2.4. You can see details of other companies we work on behalf of at <http://www.nationaltheatre.org.uk/partner-theatres>.

### **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 the NT 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 the NT. You can manage your booking by logging into your account at <https://secure.nationaltheatre.org.uk/login>.
- 3.4. The NT 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 the NT or an agent authorised by the NT.
- 3.7. If you wish to transfer your Tickets into someone else's name, you must contact the NT 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 NT learning department no later than 6pm on the day before the event is scheduled to take place so that the NT 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 the NT will be terminated.

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

- 4.1. The website [www.nationaltheatre.org.uk](http://www.nationaltheatre.org.uk) is owned and operated by the NT.
- 4.2. If you choose to purchase Tickets or Learning Events over the NT's website, your Contract with the NT 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, the NT 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, the NT 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 the NT will send you a Confirmation as soon as possible. This Confirmation shall constitute the NT's

acceptance of your booking. A Contract will be formed once you have received the Confirmation;

4.2.4. if the NT receives a prompt notification that the Confirmation was not delivered successfully, then the NT 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 the NT 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 NT website. These details are based on the best available information to the NT and the NT 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 the NT's website. These details are based on the best available information to the NT and the NT 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 the NT'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 NT and the NT is not obliged to conclude any Contract on these terms.
- 5.4. For bookings made online over the NT's website, the NT accepts payment by American Express, MasterCard, Visa and National Theatre gift voucher.
- 5.5. For bookings made over the phone, via email, in person, by post or by fax the NT accepts payment by American Express, MasterCard, Visa, National Theatre gift voucher, SOLT token, cheque and BACS.
- 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 of £1. If you are booking Tickets using the NT'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 NT with written authorisation from the card holder.

## **6. DELIVERY OF TICKETS**

- 6.1. You can opt to collect your Tickets in person from the relevant NT box office. We will not charge you for delivery 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. Please note that if you book Tickets for a performance which is scheduled to take place within 7 days of the date of your booking being concluded, your Tickets must be collected in person.
- 6.2. If you do not choose to collect your Tickets in person, they will be posted to you by First Class post. The NT will not accept any liability for any Tickets mislaid or lost by the Royal Mail.
- 6.3. The NT shall use reasonable endeavours to post your Tickets to the address you provided when you made your booking (or to the billing address of the credit/debit card holder if they are not one and the same) within 7 days of your booking being concluded.

## **7. REFUND AND EXCHANGE POLICY FOR TICKETS**

- 7.1. Subject to clauses 7.2, 7.3, 7.5 and 8, the NT will not refund your Tickets after purchase.
- 7.2. Where the NT is unable to perform a Contract 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, the NT will refund to you the face value of the Tickets purchased (excluding any delivery charges).
- 7.3. Where a performance has been cancelled or abandoned when more than half of the performance has taken place the NT may, in its discretion, refund to you the face value of the Tickets purchased (excluding any delivery charges).
- 7.4. Tickets may be exchanged for later performances (subject to availability) or credit vouchers provided that the NT receives your Tickets at least 24 hours before the performance is due to take place (or at least 7 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.
- 7.5. If you do not return your Tickets in time to exchange them or receive a credit voucher under clause 7.4 the NT may, but will not be obliged to, resell them on your behalf. If your Tickets are successfully resold the NT will refund to you the face value of the Tickets purchased (excluding any delivery charges), minus an administration fee of £2 per ticket. The NT will sell all of its own tickets before it will offer returned tickets for resale and the NT cannot guarantee the successful resale of any returned Tickets.
- 7.6. NT will issue a refund to you using the same method of payment that you used to purchase the Tickets.

## **8. REFUND AND EXCHANGE POLICY FOR LEARNING EVENTS**

Where the NT is unable to perform a Contract on the date(s) agreed because the Learning Event is no longer available or must be abandoned (including where there are an insufficient number of participants), the NT will inform you of this and issue you with a full refund (excluding any delivery charges and ancillary expenditure incurred by you) as soon as possible. For these purposes, a Learning Event shall not be treated as abandoned if it is discontinued after one half of such Learning Event has been completed. NT will issue a refund to you using the same method of payment that you used to purchase the Tickets.

## **9. ALTERATIONS**

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

## **10. LIABILITIES OF THE NT**

- 10.1. Subject to clause 10.3 below, the NT will only be liable to you for direct and foreseeable losses arising as a result of:
  - 10.1.1. a breach of these terms and conditions by the NT; or
  - 10.1.2. any negligent act by the NT arising under or in connection with the Contract.
- 10.2. The NT'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.
- 10.3. Nothing in this clause 10 excludes or limits the liability of the NT for death, personal injury or fraud.

10.4. The NT 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 the NT's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the NT's reasonable control:

10.4.1. acts of god, which include earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;

10.4.2. force majeure which includes war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes and civil commotions;

10.4.3. power failure and failure of sound or lighting equipment.

10.5. The NT will not be liable for any losses incurred by you in connection with your use of the NT'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 the NT or by users of the website.

## **11. CODE OF PRACTICE**

The NT is a member of STAR (Society of Ticket Agents and Retailers). STAR's code of practice can be accessed in English by clicking on the following link <http://www.star.org.uk/media/964/cop.pdf>.

## **12. WEBSITE USE**

12.1. The NT'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 NT's website.

12.2. The contents of the NT's website, including any software, are protected by intellectual property rights and other related rights. No part of the NT's website may be reproduced in any form (electronically or otherwise) without the prior consent of the NT, other than temporarily in the course of using the NT's booking service or as permitted by law.

12.3. You are not permitted to link to or use all or any part of the NT's website for any purpose which is unlawful, defamatory, harmful, obscene or objectionable.

12.4. You are not permitted to transmit anything which, in the NT's opinion, harms the NT's business or in any way offends other users or persons.

12.5. You are not permitted to alter the NT's website in any way.

12.6. You must not post onto or transmit to the NT's website any material containing software viruses or files which may damage or disrupt the good working order of computer or telecommunications equipment.

12.7. The NT reserves the right to refuse to post onto or remove anything from its website which, in the NT's opinion, is objectionable or does not comply with these terms and conditions. The NT shall not in any way be liable for such actions.

12.8. The NT may record, preserve, trace and disclose anything which has been transmitted to, from or via the NT's website where required by law or where the NT is acting in good faith.

12.9. If you create, or are provided with, a username, password or any other piece of information as part of the NT's security procedures, you must treat this information as confidential. In particular, you must not disclose this information to any third party.

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

The NT's website may contain hyperlinks to websites operated by parties other than the NT. The operation of such websites is outside the NT's control and you proceed at your own risk. The NT

does not endorse or sponsor and is not liable for the products, services or content you access through any linked site.

#### **14. DATA PROTECTION**

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

#### **15. CONTACT AND COMPLAINTS**

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

- **email:** [feedback@nationaltheatre.org.uk](mailto:feedback@nationaltheatre.org.uk)
- **telephone:** 020 7452 3333 (NT stage door)
- **letter:** National Theatre, Upper Ground, London SE1 9PX

#### **16. ENTIRE AGREEMENT**

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

#### **17. SEVERABILITY**

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

#### **18. SAFETY AND ENJOYMENT**

- 18.1. The NT 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. The NT may also, on certain occasions, have to conduct security searches to ensure the safety of its patrons.
- 18.2. 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.
- 18.3. The NT will not permit cans or glass containers to be brought into the auditorium.
- 18.4. Mobile phones and other electronic equipment must be switched off (not silenced) before entering the auditorium.
- 18.5. 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.
- 18.6. 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.
- 18.7. Please note that strobe lighting, smoke effects and gunshots are sometimes used in productions.
- 18.8. The NT 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.

#### **19. 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.

## **20. 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.