

## **The Swallow Theatre Online Box Office - Terms and Conditions of Sale and Booking**

For performances up to 12 December 2018 The Swallow Theatre is operated by Mountain Sky Limited, trading as The Swallow Theatre (“Our”, “Us” and “We”), registered in England & Wales, company number 09842658. Our registered office is 71-75 Shelton Street, Covent Garden, London WC2H 9JQ.

For performances from 13 December 2018 The Swallow Theatre will operate as a partnership.

Our trading address and correspondence address is The Swallow Theatre, Moss Park, Ravenstone, Whithorn, Newton Stewart, DG8 8DR.

We use thelittleboxoffice.com, an online application provided by The Little Box Office Ltd (“LBO”) to manage our ticket sales.

### **1. Use of the Online Box Office**

a. These terms and conditions (“terms”) apply to tickets sold through our online box office (“box office”). They apply whether you place your order online yourself, or ask us to do so via a telephone or paper order or a purchase in person. Please read these terms carefully before placing your order. You acknowledge that by purchase you agree to be bound by these terms. If you do not accept these terms, you must not place an order for any of the tickets through the box office.

b. The information contained in the box office has been prepared solely for the purpose of providing information about events and making online bookings for these events and must not be used for any other purpose.

c. By accessing the box office you will be assuming all risks associated with the use of this box office, including risk of your computer, software or data being damaged by any virus which might be transmitted or activated via our box office or your access to it.

d. You will only use this box office for personal private use.

### **2. Order and Payment**

a. The published price of the ticket (“price”) includes any applicable taxes and booking or collection fees.

b. You acknowledge and agree that the price may be subject to change and variation from time to time.

c. You shall pay for the tickets using one of the methods specified on the box office. Your order shall not be placed until we have received your payment.

d. Your order constitutes an offer to us to buy tickets. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail attaching your tickets subject to the order (“order confirmation”). The contract between us will only be formed when we send you the order confirmation (“contract”).

e. It is your responsibility to check the tickets that are subject to your order and we are under no obligation to rectify any mistakes once the contract has been formed in accordance with the above.

f. We will not be responsible for any tickets that are lost, stolen or destroyed.

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### **3. Delivery**

Tickets will be supplied by email. It is your responsibility to print the tickets prior to the date of the event or to be able to display them on a phone or tablet or similar. Note that there may not be Wifi at the venue and so you will need to have downloaded your tickets before arrival. You may not be admitted to the event without a ticket. We shall not be liable for any failure by you to print or display the tickets.

### **4. Refunds and Exchanges**

a. Unless otherwise expressly stated in these terms, you will not be able to cancel an order after it has been accepted by us, nor are you entitled to a refund for any tickets purchased by you, even if you are unable to attend the event. The cancellation rights contained in the Consumer Protection (Distance Selling) Regulation 2000 (as amended) do not apply to the sale of tickets.

b. If you are a Friend of The Swallow Theatre with a current paid-up membership, you may:-

- cancel a ticket and obtain a refund less an administration fee of £1.50 per ticket if you notify us by email or in person that you wish to cancel at least 28 days prior to the performance;
- ask us to resell your tickets once the event is fully booked. If we are able to resell your tickets we shall refund to you the price less an administration fee of £1.50 per ticket.

c. If the event is cancelled or rescheduled by us you will be entitled to a refund of the price. Refunds must be claimed within 1 month from the date of the event and will be paid to the payment card you used to place the order.

d. We will use reasonable endeavours to notify you if an event is cancelled or rescheduled, but you acknowledge and agree that it is your responsibility to check whether an event has been cancelled or rescheduled and we have no liability for any failure to notify you.

### **5. Conditions of admission**

a. You shall comply with all policies, procedures and safety announcements in force at the venue at which the event is to be performed, including any security procedures in place from time to time.

b. We reserve the right to refuse you admission to any event.

b. We reserve the right to request patrons to leave the premises.

c. You should retain your ticket as it may be required for re-admission.

d. Animals are not permitted within the venue or its grounds, with the exception of assistance dogs.

e. Latecomers will only be admitted when and if there is a suitable break in the performance. Please note that some production companies do not allow any late admittance to the event.

f. The use of photographic equipment and video equipment by audience members during an event is prohibited. Whilst we shall try to ensure this, we have no control and are not

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responsible for images taken in our venue and distributed by members of the public, for example on social media.

g. During an event held at the venue we may take photographs of the performance and/or make a video recording of the show and/or transmit a live CCTV relay to backstage and foyer areas.

### **6. Accuracy**

We use reasonable endeavours to ensure that the information contained on the box office and our own website and brochure is correct at time of being published. We reserve the right to make alterations.

### **7. Data Protection**

We process your personal data in accordance with all applicable data protections laws, as set out in our Privacy Notice.

### **8. Limitation of Liability**

a. If we fail to comply with these terms, we shall only be liable to you for the price of the tickets and, subject to clause 9b, any loss you suffer that is a foreseeable result of our breach of these terms or our negligence, but we are not responsible for any loss, damages, costs or expenses you suffer which were not reasonably foreseeable to be incurred by you and could not have been reasonably foreseeable by you or us on entering these terms. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract. For the avoidance of doubt, any travel or accommodation arrangements you make in order to attend an event at our venue is not an expense that we will be liable for.

b. We only supply tickets for private use. You agree not to use the tickets for any business or re-sale purposes and, notwithstanding clause 9a, we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity, howsoever arising.

c. We do not in any way exclude or limit our liability for any matter for which it would be illegal for us to exclude or attempt to exclude our liability.

### **9. Events Outside Our Control**

a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by events outside our reasonable control, which may include strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks and the acts, decrees, legislation, regulations or restrictions of any government ("Force Majeure Event").

b. Our performance under these terms is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the

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duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under these terms may be performed despite the Force Majeure Event.

### **10. Variation of the terms**

a. We have the right to revise and amend these terms from time to time, including but not limited to making changes to reflect current market conditions affecting our business, changes in technology, changes in payment methods and changes in relevant laws and regulatory requirements.

### **11. General**

a. If any of these terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

b. These terms and any document expressly referred to in them represent the entire agreement between you and us in respect of your use of the box office and your use of the tickets, and shall supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

c. You acknowledge that in entering into these terms, you have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the box office, our website, the internet or in negotiation between you and us except as expressly set out in these terms.

d. These terms are governed by and construed in accordance with Scottish law. The Courts of Scotland shall have exclusive jurisdiction over any disputes arising out of these Terms.

Last updated: 11 November 2018