

## **THE SWALLOW THEATRE ONLINE SHOP AND BOX OFFICE - TERMS AND CONDITIONS OF SALE**

The Swallow Theatre operates as a partnership.

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

We use our online shop (<https://www.swallowtheatre.co.uk>) to manage ticket sales, Friends of The Swallow Theatre subscriptions, donations to The Swallow Theatre and sales of other products. We also use [thelittleboxoffice.com](https://www.thelittleboxoffice.com), an online application provided by The Little Box Office Ltd ("LBO") to manage some of our ticket sales.

### **1. USE OF THE ONLINE SHOP AND BOX OFFICE**

- a. These terms and conditions ("terms") apply to all purchases, including orders of tickets, through our online shop and also tickets sold via LBO. They apply whether you place your order online yourself, or ask us to do so via a telephone or paper order or purchase in person. Please read these terms carefully before placing your order. You acknowledge that by purchasing you agree to be bound by these terms. If you do not accept these terms, you must not place an order via our online shop or via LBO.
- b. The information contained in the online shop and LBO has been prepared solely for the purpose of providing information about products and events, and for making online purchases and must not be used for any other purpose.
- c. By accessing the online shop and LBO you will be assuming all risks associated with the use of this, including risk of your computer, software or data being damaged by any virus which might be transmitted or activated via our online shop and LBO or your access to it.
- d. You will only use this online shop and LBO for personal private use.

### **2. ORDERS AND PAYMENT**

- a. The published price of the ticket or product ("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 product or tickets using one of the methods specified. Your order shall not be placed until we have received your payment.
- d. Your order constitutes an offer to us to buy tickets or the product specified. 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 or details of the other product 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 or other product 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 or products that are lost, stolen or destroyed.

### **3. DELIVERY OF TICKETS**

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 an event is covered by our no-quibble refund, you may cancel a ticket and obtain a refund less an administration fee of £1.50 per seat if you notify us by email at least 24 hours prior to the start of the performance. It is our normal practice to pay the refund within 72 hours of the cancellation.

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However it is your responsibility to check that your refund has been received and to notify us within two months of the date of the event if your refund has not been received

- c. If the event is cancelled or rescheduled by us you will be entitled to a full refund of the price you paid. Refunds must be claimed within two months from the date of the event and will be paid to the payment card you used to place the order. It is our normal practice to automatically refund the price where we have cancelled an event, and we try to do this within 72 hours of the cancellation. It may take longer if we are required by a national or local lockdown to cancel a significant number of events at the same time. However it is your responsibility to check that your refund has been received and to notify us within two months of the date of the event if your refund has not been received.
- 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 TO EVENTS**

- 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.
- c. We reserve the right to request patrons to leave the premises.
- d. You should retain your ticket as it may be required for re-admission.
- e. Animals are not permitted within the venue or its grounds, with the exception of assistance dogs.
- f. For drama events latecomers will not be admitted. For music events latecomers are sometimes allowed to be admitted when and if there is a suitable break in the performance at the discretion of the performers.
- g. 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 responsible for images taken in our venue and distributed by members of the public, for example on social media.
- h. 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 and/or livestream the show over the internet and/or subsequently make a recording of the show available for download.

### **6. ONLINE EVENTS, BROADCASTS AND RECORDINGS ON DEMAND**

- a. You must have a ticket (which may be free of charge) to watch an online event, broadcast or recording.
- b. You will be provided with a weblink to watch the event. You must not share this link with anyone else or post it on social media.
- c. You must not download, save, distribute or share the event in any way.
- d. You are responsible for deciding whether the event is suitable to be viewed by those watching it with you.
- e. We are not responsible for any risks associated with the use of computers or similar devices.

### **7. FRIENDS OF THE SWALLOW THEATRE**

- a. A subscription to the Friends of The Swallow Theatre scheme entitles you to the benefits listed on the website at the time of the sale, for a period of 12 months from the date that the purchase is processed by us.
- b. A subscription to the Friends of The Swallow Theatre does not confer any rights in the management or ownership of the Theatre.

### **8. DONATIONS**

- a. Donations are made to The Swallow Theatre, a private partnership which maintains and operates The Swallow Theatre, which is a private building owned by the partners of The Swallow Theatre

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partnership. Donations are not eligible for Gift Aid and should not be entered on your tax return (if applicable).

- b. The partners currently take no income from the partnership – rather they currently subsidize the running and upgrade costs of the venue from their personal money. The long-term plan is to make the venue self-sustaining by generating sufficient income for it to cover its costs.
- c. The owners have no plans to sell the venue or to cease trading for the foreseeable future. However, should a family urgency, major sickness or death occur which means they are no longer able to operate the theatre, or if for any other reason the theatre had to cease operating, no refund of your donation will be made.
- d. If funds raised for The Swallow Theatre Roof Appeal are in excess of the final amount required to repair the roof, the donations will be used for similar maintenance and upgrade projects to the theatre and foyer.

### **9. ACCURACY**

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

### **10. DATA PROTECTION**

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

### **11. 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 or product and, subject to clause 12.b, 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 12.a, 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.

### **12. 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 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.

### **13. VARIATION OF THE TERMS**

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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.

### **14. 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 our online shop or LBO and your use of the tickets or products, 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 LBO or on 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: 3 June 2021