

Abingdon Operatic Society

Theatre Box Office Terms & Conditions

1. In these Terms and Conditions:

"Event" means an entertainment event including, without limitation, a theatrical event to be held at the Theatre in respect of which the Management has the right to sell you tickets.

"Management" means Abingdon Operatic Society, its representatives, staff and members.

"Theatre" means the Amey Theatre at Abingdon School, Abingdon.

"you" means you or anybody who in the Management's reasonable opinion is acting with your authority or permission. "your" shall be read accordingly.

2. Incorporation

These Terms and Conditions incorporate and should be read in accordance with the Theatre terms, conditions and regulations, copies of which are available upon request from the Theatre.

3. Tickets

All tickets are sold subject to availability and subject to these Terms and Conditions. Your payment of the Management's invoice in relation to the purchase of tickets constitutes acceptance of these Terms and Conditions.

Only customers holding a valid ticket will be admitted into an Event. Babies in arms (children under 2 years of age) will only be admitted into an Event without a ticket with the specific authorisation of the Management.

Removing any part of, altering or defacing the ticket may invalidate a ticket holders' ticket.

Upon purchase, please check tickets carefully as mistakes cannot always be rectified after purchase. Tickets are not issued on a sale or return basis and refunds will not be made on returned tickets unless provided for under these Terms and Conditions.

The Management will not be responsible for any ticket that is lost, stolen or destroyed. Duplicates may be issued at the Management's discretion. In the event of duplicates being issued, a reasonable administration charge may be levied.

All ticket discounts are subject to limited availability, and the discretion of the Management. Only one discount per ticket may apply. Proof of identity and concession entitlement (for example of age, employer or student status (if relevant)) may be requested.

The ticket holder only has the right to a seat of a value corresponding to that stated on the ticket and the Management reserve the right to provide alternative seats to those specified on the ticket should the staging of the Event so reasonably require.

4. Price and payment

The price of a ticket shall be the price set at the time the Management accepts your order. All prices set are inclusive of any applicable taxes but exclusive of any booking fee and collection fee. No tickets will be released until the Management has received full payment.

5. Changes to the Event

Tickets are sold subject to the Management's right to alter or vary the published Event programme where reasonably necessary.

6. Cancelled/re-scheduled Events

It is the responsibility of the ticket holder to ascertain whether an Event has been cancelled or re-scheduled and the date and time of any re-scheduled Event. Where an Event is cancelled or re-scheduled, the Management will use its reasonable endeavours to notify you using the details you provided it with at the time of booking. The Management does not guarantee that you will be informed of such cancellation before the date of the Event.

It is your responsibility to inform the Management of any change to the contact address, telephone number or email address you provide it with at the time of ordering.

7. Refunds/exchanges

Tickets cannot be exchanged or refunded after purchase unless the performance is cancelled, rescheduled or where there is a material change to the Event. A 'material' change is a change which, in the Management's reasonable opinion, makes the Event materially different to the Event that purchasers of the ticket, taken generally, could reasonably expect. The use of understudies shall not be a material change.

Where an Event is cancelled, rescheduled or where there is a material change to the programme of the Event, you will be entitled to claim a refund from the Management in accordance with

this clause. Where such a refund is sought due to a material change in the Event, you must bring this to the Management's attention as soon as possible upon becoming aware of such change. Where a refund is sought due to the Event being rescheduled you must bring this to the Management's attention prior to the rescheduled Event.

The refund for tickets equals the face value of the tickets purchased plus the relevant per ticket booking fee. In order to claim your refund, please apply in writing to the Management, enclosing your complete unused tickets within 3 months from the date of the Event. The Management will not make any refund if tickets are not received by the Management within 3 months of the date of the Event. Refunds will only be made to the person who purchased the tickets. Please note that in any event, no cash refunds will be given.

8. Void tickets

Tickets are personal revocable licences and shall at all times remain the property of the Management and subject to these Terms and Conditions.

Tickets obtained in breach of these Terms and Conditions shall be null and void and the Management may refuse to admit such ticket holder into the Theatre. Any person seeking to use such a void ticket in order to gain or provide entry to an Event will be considered to be a trespasser and will be ejected and liable to legal action.

Void tickets are non-refundable.

9. Unwanted tickets

Where a performance is sold out, the Management will endeavour to resell any unwanted tickets at the ticket holder's request. Such tickets will be resold at face value and the original ticket purchaser or holder (as appropriate) will be reimbursed the face value of the ticket less an administration charge. Please note cash refunds will not be given.

10. Conditions of admission

The Management reserves the right to refuse admission in reasonable circumstances including, without limitation, for health and safety, licence restrictions or where a ticket is void.

The Management reserves the right to remove any ticket holder from the Theatre, without refund, on reasonable grounds including, without limitation, where the ticket holder breaches these Terms and Conditions, disrupts other audience members' enjoyment or does anything that the Management considers to be unacceptable behaviour which may cause damage, nuisance or injury.

Ticket holders must comply with instructions and directions given by the Theatre staff.

11. Restrictions and prohibitions

Tickets may be restricted to a maximum number per person. Any such restriction will be notified to you upon purchase of the tickets. Tickets purchased in excess of this limit may be cancelled by the Management without prior notice.

The unauthorised use of photographic and recording equipment of any kind within the Theatre is strictly forbidden. Unauthorised recordings, tapes, films or similar items may be confiscated and destroyed. Any recording made of an Event in breach of these conditions shall belong to the Promoter and the ticket holder agrees to assign any and all rights in the recording to the Promoter.

Ticket holders consent to filming and sound recording as members or the audience. The Promoter may use such films and recordings (including any copies) without payment to ticket holders.

Mobile telephones and messaging equipment must be silenced or switched off during the Event.

The Management is entitled to conduct security searches of persons and property to ensure the safety of all patrons at the Theatre and confiscate any item which in the opinion of the Management may cause danger or disruption to other members of the audience or the Event or is one of the items not permitted in the Theatre as listed in these Terms and Conditions.

Ticket holders may only leave and then re-enter the Theatre during a performance as required by the Theatre's health and safety obligations or at the discretion of the Management. Otherwise there shall be no re-admissions or pass-outs of any kind. Every effort to admit latecomers will be made at a suitable break in the Event, but admission cannot always be guaranteed.

Parents and/or supervisors are responsible for supervising children

in their care at all times and supervision of children shall be by not less than 1 adult per 10 children. The Management reserves the right to ask parents/supervisors to remove children if, in their opinion, they are causing a disturbance.

The following are not permitted within the Theatre: smoking; laser pens; animals (except guide dogs); ticket holders' own food and drink; bottles, cans or glass containers; any item which may be interpreted as a potential weapon (including sharp or pointed objects such as knives); and illegal substances. Alcohol may only be consumed in the foyer and other authorised areas.

The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to seats for which ticket holders do not hold a Ticket is strictly forbidden.

12. Health and Safety

Ticket holders must comply with all relevant statutes, safety announcements and Theatre regulations whilst attending the Event.

For health and safety reasons, the Management reserves the right to restrict access to parts of the Theatre.

If ticket holders have any special requirements or concerns about any special effects (for example lighting or sound effects) which may be featured at the Event, prior notice should be provided when ordering the tickets.

13. Merchandise

Ticket holders shall not bring into the Theatre or display or distribute (whether for free or not) at the Event any sponsorship, promotional or marketing materials.

14. Data protection

Except to the extent that the Management is required or permitted by law, personal information provided by you to the Management will be used for all purposes reasonably connected with the operations of the Theatre including (but not limited to): supplying you with the goods that you request; conducting market research and establishing customer profiles; and transferring or disclosing the information provided to the Management's professional advisors and such other parties as it considers necessary in the administration of its business. The Management will not use or disclose your personal information to any other party or for any other reason other than as set out in these Terms and Conditions without your prior consent. By purchasing a ticket you consent to the use of your personal information in this way. If you have any queries about this, please write to the Management.

Unless you inform the Management otherwise, by purchasing a ticket or tickets you authorise the Management to use personal details obtained in the course of the transaction to: provide details of forthcoming events, offers and services; provide updates as to the latest concessions or any changes thereto; and provide information concerning competitions and other promotional activity.

15. Limitation of Liability

The Management shall not be liable for any loss, damage, cost, or expense, except in respect of death or personal injury resulting from any act or omission on the part of the Management.

Personal arrangements including travel and accommodation relating to the Event are at ticket holders own risk and in no event shall the Management or Promoter be liable for any loss of enjoyment or wasted expenditure beyond the ticket price and relevant booking fee. In no case shall any liability (other than for death or personal injury) of the Management or the Promoter include any loss or damage which is not reasonably foreseeable.

Neither the Management nor the Promoter will be responsible for any loss, theft or damage of ticket holders' personal belongings, other than caused as a result of the negligence or other breach of statutory duty of the Management or the Promoter. Any such liability shall be limited to the reasonable cost of either replacing or repairing such property (subject to fair wear and tear). Please ensure that no bags or other items of personal property are left unattended anywhere in the Theatre.

16. Force majeure

For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond Our control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments. The Management

will not be liable to you for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure.

17. Assignment

To the fullest extent permissible in law, the Management shall be entitled to assign any of its rights and obligations under these Terms and Conditions.

18. Severability

If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of these Terms and Conditions valid or enforceable.

19. Third parties

Any person, other than the Management or Promoter, not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

20. No partnership or agency

Nothing in these Terms and Conditions and no action taken by you or the Management under these Terms and Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between you and the Management.

21. Entire agreement, amendments and variations

These Terms and Conditions and constitute the entire agreement between the parties in connection to the subject matter of these Terms and Conditions and supersede any previous terms and conditions, agreement or arrangement between you and the Management relating to the subject matter of these Terms and Conditions. These Terms and Conditions cannot be varied or amended in any respect.

22. Governing law and jurisdiction

These Terms and Conditions shall be governed by the laws of England and Wales and parties agree to submit to the exclusive jurisdiction of the English courts.