



## The Holroyd Community Theatre: Ticket Sales Terms and Conditions.

### Our terms

#### 1. THESE TERMS

**1.1 What these terms cover.** These are the terms and conditions on which we supply services to you.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

#### 1.3 Definitions used in these terms and conditions:

**“Event”** means an entertainment event including, without limitation, a concert, performance, exhibition, theatrical and/or music event to be held at our Theatre in respect of which we have the right to sell you Tickets;

**“Fees”** means any bookings, ordering or transactional fees in force at the time you purchase your Ticket(s);

**“Promoter”** means the person firm or company staging the Event if different from us;

**“Tickets”** means printed [**or electronic**] evidence of the right to attend an Event, as sold by us to you;

**“Theatre”** refers to the Holroyd Community Theatre, which can be found at Weston Rhyn, Oswestry, Shropshire, SY10 7SZ;

**“we”, “our”, “ours” and “us”** refers to the Moreton Hall Educational Trust Limited, trading as ‘Holroyd Community Theatre’;

**“Writing”** includes emails. When we use the words "writing" or "written" in these terms, this includes emails;

**“you”** means you or anybody who in our reasonable opinion is acting with your authority or permission (**“your”** shall be read accordingly).

#### 2 INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We are Moreton Hall Educational Trust Limited, trading as Holroyd Community Theatre a company registered in England and Wales. Our company registration number is 00787642 and our registered office is at Moreton Hall, Weston Rhyn, Oswestry, SY11 3EW. Our registered VAT number is **[NUMBER]**. We are the Trader for the purposes of The Consumer Rights Act 2015



2.2 **How to contact us.** You can contact us by telephoning **[01691 773671]** or by writing to us at [info@theholroyd.com](mailto:info@theholroyd.com) or at our trading address, which is **[The Holroyd Community Theatre, Weston Rhyn, Oswestry, Shropshire, SY10 7SZ]**.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email or postal address you provided to us in your order.

### 3 **OUR CONTRACT WITH YOU**

3.1 **How we will accept your order.** Your contract for the purchase of Ticket(s) is formed as soon as we have processed your payment **[and are in receipt of the cleared funds]** and will expire immediately after the performance of the Event for which you purchased Ticket(s). Any purchases are subject to payment card verification and other security checks and your transaction may be cancelled by us if it has not passed our verification processes.

3.2 **The terms of our contract with you.** Your purchase of Ticket(s) is subject to these terms **[and the accompanying Privacy Policy which can be found at [LINK]]**.

3.3 **We reserve the right to cancel or reject suspicious orders.** We reserve the right to cancel or reject your order if we reasonably suspect it has been made fraudulently or in breach of these terms.

3.4 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the Ticket(s).

### 4 **YOUR RIGHTS TO MAKE CHANGES**

4.1 **Contact us if you wish to make a change to your order.** We will let you know if the change is possible; if it is possible we will let you know about any alternative performance times or dates, or alternative Events and discuss any Ticket prices, Fees or anything else you would need to know as a result of your requested change. We will then ask you to confirm whether or not you would like to go ahead with the change.

4.2 If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 10 - Your rights to end the contract).

### 5 **OUR RIGHTS TO MAKE CHANGES**

5.1 **Minor changes to the Event.** We may change the published Event programme:

- (a) to reflect changes in relevant laws, regulatory requirements **[and government guidance]**;
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. We will make every effort to ensure that any such changes will not significantly affect the performance of the Event;
- (c) to use understudies if a performer is ill or otherwise unable to perform; or



- (d) [to react to changes that are outside of our control (for example the acts of third party suppliers, or a Promoter).]

**5.2 More significant changes to the Event and to these terms.** As we informed you in the description of the Event [in our brochure OR on our website], we may make the following changes to the Event:

- (a) [Substantial changes to the date on which the Event is performed;
- (b) Substantial changes to the time at which the Event takes place;
- (c) **(In the case of touring theatre group productions) Changes or cancellation of the performance by the Promoters.]**

If any significant changes occur, we will take reasonable steps to notify you provided you have given us accurate contact details. Once notified, you may then contact us [at any time] prior to the performance of the Event to request a full refund of the Ticket(s) for that Event.

## 6 PRICE AND PAYMENT

**6.1 Where to find the price for the services.** The price of the Ticket(s) (which includes VAT), plus any Fees, will be set out in the price list in force at the date of your order unless we have agreed alternative Ticket prices or Fees in writing.

**6.2 What happens if the Ticket price or Fees are incorrect?** It is always possible that, despite our efforts, some of the prices for our Ticket(s) or the Fees may be stated incorrectly. We will normally check Ticket prices and Fees before accepting your order so that you are not over-charged.

- (a) If we find that the correct price of the Ticket(s) or Fees is:
  - (i) Lower than the amount stated on your order, we will charge you the lower amount;
  - (ii) Higher than the amount stated on your order, we will contact you for your instructions before we accept your order.
- (b) If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as mispricing, we may end the contract, refund you any sums you have paid and refuse to issue the Ticket(s) or, if already issued, invalidate the Ticket(s).

**6.3 When you must pay and how you must pay.** We accept payment with [LIST OF CREDIT AND DEBIT CARDS]. You must make an advance payment of [100]% of the price of the Ticket(s) before we provide them to you.

## 7 TICKETS

**7.1 Availability of Tickets, and terms of purchase.** All Tickets are sold subject to availability and to these terms. Some tickets may be sold subject to restrictions such as [a restricted view of the stage or] a minimum age for entry. Any such restriction shall be displayed on our website or otherwise notified to you before or at the time you book the Ticket(s). It is your responsibility to



ensure that you carefully read these terms, and all notifications displayed on our website prior to purchase. Any queries relating to Ticket availability or restrictions should be raised with us prior to purchase, as the purchase of Ticket(s) constitutes agreement of these terms.

- 7.2 **Accessibility.** Please notify us of any access requirements at the time of booking.
- 7.3 **[Concessions. Where a concession is claimed, proof of identity and concession entitlement (for example of age or student status) may be required.]**
- 7.4 **Check your tickets upon receipt.** It is your responsibility to check your Ticket(s) as mistakes cannot always be rectified after purchase. Please check your Ticket(s) on receipt carefully and contact us immediately if there is a mistake.
- 7.5 **Tickets must be valid and presented to us in good condition. [Tickets are sold exclusively by the Theatre's box office, and by no other agent or website.]** A valid Ticket must be produced to gain access to an Event. Removing any part of, altering or defacing the Ticket may invalidate your Ticket. We will not be responsible for any Ticket that is lost, stolen or destroyed.
- 7.6 **Alternative seating.** We and the Promoter(s) reserve the right to provide alternative seats at an Event to those specified on the Ticket if the staging of the Event reasonably requires.
- 7.7 **Collecting your Tickets. [We do not offer a delivery service for the Ticket(s). You must collect your Ticket(s) from the Theatre box office. Please be sure to bring with you the confirmation email we sent you when you made your order, and the credit or debit card with which you intend to make payment [(this must be in your own name)].**
- 7.8 **About our Intellectual Property Rights and the Re-Sale of Tickets.**
- (a) You must not use any Ticket(s) for advertising, promotions, contests or sweepstakes, unless we have given our prior written permission for you to do so.
  - (b) Possession of a Ticket (or any permission to use Ticket(s) for marketing purposes under clause 7.8(a)) does not confer any rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any of the symbols, trade marks, logos and/or intellectual property appearing on the Ticket.
  - (c) You must not re-sell or transfer any Ticket(s) if prohibited by law. Any re-sale or transfer (or attempted re-sale or transfer) of any Ticket(s) in breach of the applicable law is grounds for us to seize, confiscate or cancel such Ticket(s).
- 7.9 **Void Tickets.** Any Ticket(s) obtained in breach of these terms shall be void, and all rights conferred or evidenced by such Ticket(s) shall be void. If you seek to use a void Ticket in order to gain or provide entry to an Event you will be deemed to be a trespasser. We may ask you to leave the Theatre and may also decide to take legal action against you. Void Ticket(s) are non-refundable.



## 8 RULES OF THE THEATRE

8.1 **Smoking and Alcohol.** Alcohol may only be consumed in the Theatre bar and other authorised areas. Smoking is not permitted unless within a designated smoking area.

8.2 **You will not be able to enter the Theatre with certain things.** You are not permitted to enter the Theatre or the Event(s) with:

- (a) Animals (with the exception of assistance dogs);
- (b) Laser pens;
- (c) **[Your own food and drink, unless permitted by the Theatre manager];**
- (d) Bottles, cans or glass containers, unless permitted to do so by the Theatre manager;
- (e) Any item which may be interpreted as a potential weapon including sharp or pointed objects (e.g. knives); and
- (f) Illegal substances.

8.3 **Security Searches.** The Theatre reserves the right to conduct security searches from time to time and to confiscate any item which, in the reasonable opinion of the Theatre staff:

- (a) May cause danger or distress to other visitors at the Theatre;
- (b) May disrupt the performance of the Event; or
- (c) is one of the items not permitted in the Venue as listed in clause 8.2.

8.4 **Please arrive on time for the performance of the Event(s).** If you are late, we will attempt to admit you to the Event at a suitable break in the performance, which may be at the interval, but we cannot guarantee that you will be permitted to attend the Event if you arrive after the performance has begun.

8.5 **Children visiting the Theatre.** Unless otherwise agreed at the time of placing the order, children (aged **[1 to 15 years]** old) will require their own full price ticket unless child concessions are available. **[Babes in arms (children under 12 months old) will be admitted free of charge to suitable Event(s), and must not occupy their own seat.]** Children must be supervised at all times by not less than **[1]** adult to every **[5]** children. The Theatre reserves the right to ask parents / supervisors to remove children if, in the opinion of the Theatre manager, they are causing a disturbance.

## 9 THE PERFORMANCE OF THE EVENT

9.1 **We may prevent you from entering the Theatre or the Event.** The Theatre reserves the right to refuse admission where reasonable, including where a Ticket is void, or for health and safety or licensing reasons.

9.2 **We may ask you to leave in certain circumstances.** The Theatre reserves the right to ask you or a member of your party to leave the Theatre at any point provided we have reasonable grounds



to do so, and we may take any appropriate action to enforce this right. For example, we may remove a Ticket holder who:

- (a) Has behaved in a manner which, in the reasonable opinion of the Theatre staff, has affected (or is likely to affect) the enjoyment of other visitors; or
- (b) Uses threatening, abusive or insulting words or behaviour, or in any way provokes (or appears likely to provoke) a breach of the peace; or
- (c) In the reasonable opinion of the Theatre staff is under the influence of drugs, or has consumed an excessive amount of alcohol; or
- (d) Fails, when required, to produce proof of identity or age; or
- (e) Obstructs gangways, access-ways, exits, entrances or staircases, congregates in non-designated areas, or seeks entry to stands or seats for which they do not hold a Ticket; or
- (f) Does not comply with instructions and directions given by Theatre staff.

No refunds will be given to any Ticket holder who is refused entry or ejected due to their own behaviour as suggested in, but not limited to, the examples above.

**9.3 We are not responsible for delays outside our control.** We will not be liable if the performance of an Event is affected by an event outside our control, such as acts of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, or the acts, regulations or guidelines of national or local governments. However, if there is a risk of substantial delay **[(more than 4 weeks)]** you may contact us to end the contract and receive a refund for the Ticket(s) for that Event.

**9.4 Reasons why we may postpone an Event.** We may have to postpone an Event or otherwise delay the start time of the performance of the Event to:

- (a) Deal with technical problems or make minor technical changes;
- (b) Alter the Event or the manner in which the Event is performed to reflect changes in relevant laws and regulatory requirements **[or in response to government guidelines]**;
- (c) Address security or health and safety issues or concerns;
- (d) Respond to an urgent or unexpected matter, or respond to an emergency.

**9.5 Your rights if we postpone the Event.** We will contact you in advance to tell you we will be postponing the performance, unless the problem is urgent or an emergency. You may contact us to end the contract and receive a full refund if we either:

- (a) Postpone the performance by a period of **[more than 4 consecutive weeks]**; or
- (b) Tell you that we are going to postpone the performance, for a period of **[more than 4 consecutive weeks]**.



9.6 **The use of mobile technology.** Mobile telephones and messaging equipment must be switched off during the performance of the Event.

9.7 **You must not record the performance of the Event or display marketing material at the Event.**

- (a) The use of equipment for recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data inside the Theatre is strictly forbidden. Unauthorised recording equipment, recordings, tapes, films or similar items may be confiscated and destroyed or deleted by us.
- (b) Any recording made of an Event, or on the ground of the Theatre, will be made in breach of these conditions and will belong to us.
- (c) You must not bring any sponsorship, promotional or marketing material to the Theatre, and nor must you display or distribute (for free or at a charge) any such materials without first obtaining our express written permission. Unauthorised use of any such materials may lead to the items being confiscated, destroyed or deleted by us.
- (d) We will not be liable for any loss, theft or damage to confiscated items.

9.8 **We may record the Event for marketing [and training] purposes.** We may make film and sound recordings of you as a member of the audience; our lawful basis for doing so is the pursuit of our legitimate interests. We may use such films and recordings (including any copies) for **[merchandising]**, marketing and promotional purposes, **[as well as for training purposes,]** without your consent, payment, or licence. Whenever we film or otherwise record a performance, we will post signs in the theatre notifying the audience about the recording and advising how to notify us if you do not wish to feature in the recording.

9.9 **What will happen if you do not provide required contact information to us.** As we informed you in the description of the services **[in our brochure OR on our website]**, we will need certain information from you so that we can provide the services to you, for example, **[your full name, and a valid email address or contact telephone number]**. We will ask you to provide this information **[when you make your order]**. If you do not provide us with this information, or you provide us with incomplete or incorrect information, we will not be responsible for any failure to contact you, including but not limited to any obligation to notify you under these terms. It is your responsibility to inform us of any change to the contact address, telephone number or email address you provide us with at the time of ordering.

## 10 YOUR RIGHTS TO END THE CONTRACT

10.1 **You can always end your contract with us before the performance of the Event has begun.** Your rights when you end the contract will depend on when and why you cancelled the contract.

10.2 **Ending the contract because of something we have done or have told you we were going to do.** If you are ending the contract prior to the performance of the Event for a reason set out at (a) to (e) below the contract will end immediately and we will refund you for the cost of your Ticket(s). The relevant reasons are:

- (a) We have told you about an upcoming change to the Event or these terms which you do not agree to (see clause 5.2);



- (b) We have told you about an error in the price or description of the Ticket(s) or the Event and you do not wish to proceed;
- (c) There is a risk the performance of the Event may be significantly altered, delayed, postponed or cancelled because of events outside of our control;
- (d) We postpone or cancel (or notify you that we are going to postpone or cancel) the Event for a period of **[more than 4 weeks]**; or
- (e) You have a legal right to end the contract because of something we have done wrong.

**10.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013).**

- (a) If you bought your tickets online, you have a legal right to change your mind within 14 days from the date that **[we email you to confirm that we accept your order]**. You do not have a legal right to change your mind once the performance of the Event has begun, even if the 14 day cancellation period is still running.
- (b) If you exercise your legal right to change your mind in accordance with clause 10.3(a), you will be entitled to a refund of the cost of the Ticket(s) but you may be required to pay the costs of returning the unused Ticket(s) to us ahead of the performance of the Event.

**10.4 Ending the contract before the performance of the Event, where we are not at fault and there is no legal right to change your mind.** If you are not ending the contract for one of the reasons set out in clauses 10.2, 10.3 or 12.3 and if the performance of the Event has not yet begun, the contract can be ended immediately and you will receive a refund. **[We may deduct or charge a percentage of the Ticket price as reasonable compensation for the additional costs we will incur in administering the cancellation and in attempting to sell on the Ticket(s), as set out below.**

<b>Notice of Cancellation Received by Us</b>	<b>% Charged</b>
Three days (or less) before the scheduled performance of the Event	<b>[25%]</b> of price of Ticket(s)
Four to seven days before the scheduled performance of the Event	<b>[15%]</b> of price of Ticket(s)
More than seven days	<b>[0%]</b> of price of Ticket(s)

**11 HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

- 11.1 Tell us you want to end the contract.** To end the contract with us, please let us know at the earliest opportunity before the performance of the Event has begun. You can do this by phone, email or post using our contact details as set out in clause 2.2. We will ask you to provide your **[name, home address, and details of the confirmation email we sent you when you made your order, the credit or debit card that you used to buy the tickets.]**



11.2 **Returning your Ticket(s) after ending the contract.** If you end the contract for any reason after the Ticket(s) **[have been dispatched to you or]** you have received them, you must return them to us. You must either return the goods in person to the Theatre box office, or post them back to us at **[ADDRESS]**.

## 12 OUR RIGHTS TO END THE CONTRACT

12.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) **[OTHER CIRCUMSTANCES]**.

12.2 **We may ask you to compensate us if you break the contract.** If we end the contract in the situations set out in clause 12.1, we will refund the price of the Ticket(s) provided the performance of the Event has not yet begun. We reserve the right to deduct or charge reasonable compensation for the net costs we will incur as a result of you breaking the contract.

12.3 **We may stop providing Event(s).** We may write to you to let you know that we are going to stop providing one or more Events. We will endeavour to let you know at least **[PERIOD]** in advance, at which point the contract will end and we will refund any sums you have paid for Ticket(s) for Event(s) which will not be performed.

## 13 REFUNDS

13.1 **Tell us as soon as you know you want a refund.** Where a refund is sought, you must bring this to our attention as soon as possible and before the performance of the Event has begun.

13.2 **What, who and how we will refund.** Any refund paid by us will be equal to the amount paid by you for the Ticket(s). We will not refund any Fees. Unless we agree otherwise, refunds will only be made to the person who purchased the Ticket(s), and will be made using the same payment method as was used to purchase the Ticket(s).

13.3 **When we will pay the costs of return.** We will pay the costs of return if the description of the Event was misleading or inaccurate, or if you are ending the contract because we have told you of an upcoming change to the Event or these terms, an error in pricing or description, a significant delay in the performance of the Event due to events outside our control, or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of returning the Ticket(s) to us.

13.4 **When your refund will be made.** We will make any refunds due to you within 14 days of your:

- (a) telling us you have changed your mind, or of otherwise agreeing to refund you; and
- (b) returning the Ticket(s) to us.

## 14 IF THERE IS A PROBLEM WITH THE SERVICES



**14.1 How to tell us about problems.** If you have any questions or complaints about the services, please contact us by either using the contact details set out in clause 2.2, or by speaking to one of the Theatre staff.

**14.2 Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

**Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 10.3 (Exercising your right to change your mind (Consumer Contracts Regulations 2013)).

**15 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**15.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible only for loss or damage you suffer that is a foreseeable result of us breaking this contract or of our failure to use reasonable care and skill. Something is foreseeable if it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services as summarised in clause 14.2.

**16 HOW WE MAY USE YOUR PERSONAL INFORMATION**

**16.1 How we will use your personal information.** We will use the personal information you provide to us to:

- (a) Provide the Event;
- (b) Process your payments for the Ticket(s); and
- (c) **[If you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.]**



**16.2 We will only give your personal information to third parties where the law either requires or allows us to do so.**

**17 OTHER IMPORTANT TERMS**

**17.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**17.2 Nobody else has any rights under this contract.** This contract is between you and us. No person other than you, us and the Promoter shall have any rights to enforce any of its terms.

**17.3 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland or Northern Ireland, you can bring legal proceedings in the English courts, or alternatively in the Scottish or Northern Irish courts, respectively.