

## Bloomsbury Theatre – Ticket Booking terms

### 1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which you purchase Tickets from us.
- 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 Tickets to you, how either of us may change or end the Contract, what to do if there is a problem and other important information. These terms also incorporate and should be read in conjunction with any terms and conditions and/or regulations of our Event Provider (if any). If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 **The meaning of words used.** Where the words below are used in these terms, they will have the meanings set out in this section:
- 1.3.1 **“Administrative Fee”** – in relation to each Order i) a flat fee of £2.50, and ii) a fee of £1.00 per Ticket.
- 1.3.2 **“Box Office”** – the ticketing outlet at the Venue.
- 1.3.3 **“Contract”** – the contract between you and us, formed on these terms, pursuant to which you purchase and we supply Tickets for you to attend the Event.
- 1.3.4 **“Event”** – an entertainment event held at the Venue including, without limitation, a theatrical performance, concert or exhibition as set out in the Order.
- 1.3.5 **“Event Provider”** – the individual or organisation that provides the Event at the Venue (if not us).
- 1.3.6 **“House Rules”** – the rules of conduct applicable at the Venue.
- 1.3.7 **“Order”** – Your order for permission to attend the Event and the purchase of Tickets submitted to us using our website.
- 1.3.8 **“Tickets”** – the printed, electronic or other type of evidence of the right to attend an Event at the Venue.
- 1.3.9 **“Venue”** – the facilities and/or location at which the Event will take place as set out in the Order.
- 1.3.10 **“We”/“Us”/“Our”** – University College London
- 1.3.11 **“You”/“Your”** – the individual that places an Order and enters into a Contract with UCL for the purchase of Tickets.
- 1.4 **Rules applying to the interpretation of the Contract**
- 1.4.1 When we use the words "writing" or "written" in these terms, this includes emails.
- 1.4.2 Words in the singular include the plural and in the plural include the singular.

- 1.4.3 Unless the context otherwise requires, a reference to one gender shall include a reference to other genders.
- 1.4.4 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.4.5 A **person** includes a corporate or unincorporated body (whether or not having separate legal personality).
- 1.4.6 Any phrase introduced by the words **including, includes, in particular** or **for example** or similar shall be construed as illustrative and shall not limit the generality of the related general words.

## **2 Information about us and how to contact us**

- 2.1 **Who we are.** We are University College London, a company incorporated by Royal Charter in England and Wales. The registration number for University College London is RC000631 and our address is Gower Street, London, WC1E 6BT. Our registered VAT number is GB 524 3711 68.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 020 3108 1000 or by writing to us at [ticketing@ucl.ac.uk](mailto:ticketing@ucl.ac.uk) or UCL Event Ticketing, 15 Gordon Street, London, WC1H 0AH.
- 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 address or postal address you provided to us in your Order.

## **3 Our Contract with you**

- 3.1 **How our Contract is formed.** The process of forming a Contract is as follows:
  - 3.1.1 when you place an Order for Tickets, that constitutes an offer by you to purchase the right to attend the Event and the Tickets on these terms and conditions;
  - 3.1.2 when we receive your Order, we will apply for payment and charge the debit/credit card detailed in your Order;
  - 3.1.3 if we receive payment in full, we will issue a confirmation of your Order and a Contract will come into effect. We may issue an acknowledgement of your Order before our confirmation but the issuing of an acknowledgement does not create a Contract.
- 3.2 **If we cannot accept your Order.** If we are unable to accept your Order, we will inform you of this in writing and will not charge you for the Ticket. This might be for a number of reasons, including because we have identified an error in the price or description of the Event or Ticket.
- 3.3 **Your Order number.** We will assign an order number to your Order and tell you what it is when we accept your Order. It will help us if you can tell us the order number whenever you contact us about your Order.
- 3.4 **If you are making a group booking.** In placing an Order for a group (i.e. for people in addition to or other than yourself), you accept these terms on behalf of all members of the group and confirm to us that you have authority to do so. You will also be responsible for ensuring that full payment for the group is received and will be liable if that is not the case.

3.5 **Restrictions on booking.** We may impose restrictions on your ability to book tickets including as follows:

3.5.1 you must be at least 18 years old in order to place an Order. In placing an Order you confirm that you are at least 18 years old;

3.5.2 if you are booking for a group using our website, the size of the group must not exceed the number specified on our website.

3.6 **Contracts for Events not at Venues operated by us.** Where you are buying tickets for Events held at Venues that are not operated by us, we are acting as agent for the Event Provider.

## 4 Transfer of Tickets

4.1 **Resale of Tickets is prohibited.** You are not permitted to transfer or sell your Tickets for commercial purposes or at a price higher than the face value on the Ticket.

4.2 **Permitted transferred.** If you wish to transfer an individual Ticket into the name of another person for personal reasons, you must contact us by phone at least 24 hours before the Event start time and provide details of the reason for the transfer and the name of the proposed new ticket holder.

4.3 **Our right to refuse a transfer.** We reserve the right to refuse to transfer a Ticket into the name of another person if we reasonably believe that it is not for personal reasons and/or is in breach of clause 4.1.

## 5 Your rights to make changes

5.1 **Where the Venue is operated by us.** If you wish to make a change to a Ticket(s) for an Event at a Venue operated by us, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Tickets or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Contract in accordance with these terms. We will charge an Administrative Fee for any change.

5.2 **Where the Venue is not operated by us.** If you wish to make a change to a Ticket for an Event at a Venue that is not operated by us, your right to do so will be subject to the terms and conditions of the Event Provider.

## 6 Our rights to make changes

6.1 **Minor changes.** We or the Event Provider may change the Event or Ticket:

6.1.1 to reflect changes in relevant laws and regulatory requirements; and/or

6.1.2 to implement minor technical adjustments and improvements, for example to address a security threat.

6.2 **More significant changes.** In addition, as we informed you in the description of the Tickets on our website, we or the Event Provider may make changes to these terms or the Tickets, but if we do so we will notify you and if the change is material (i.e. one where the Event is materially different to what you could reasonably have expected) you may then contact us to end the Contract before the changes take effect and receive a refund for the Tickets paid for but not received.

- 6.3 **Changes to the Event.** We and our Event Providers reserve the right to change the cast or production details of the Event at any time and for any reason and that will not constitute a material change.

## 7 How to end the Contract with us

- 7.1 **Ending the Contract (Where the Venue is operated by us).** If you are ending a Contract for an Event held at a Venue operated by us for a reason set out at clauses 7.1.1 to 7.1.5 below, the Contract will end immediately and we will refund you in full for any Tickets which have not been provided and you may also be entitled to compensation. The reasons are:

- 7.1.1 we have told you about an upcoming change to the Tickets or these terms which you do not agree to (see *clause 6.2*);
- 7.1.2 we have told you about an error in the price or description of the Tickets you have ordered and you do not wish to proceed;
- 7.1.3 there is a risk that the Event may be significantly delayed because of events outside our control;
- 7.1.4 we have suspended Event for technical reasons, or notify you we are going to suspend it for technical reasons, in each case for a period of more than 1 day; or
- 7.1.5 you have a legal right to end the Contract because of something we have done wrong.

- 7.2 **Ending the Contract (Where the Venue is not operated by us).** If you are ending a Contract where the Venue is not operated by us, your ability to obtain a refund will be subject to the Event Provider's terms and conditions and you should contact the Event Provider directly.

- 7.3 **Tell us you want to end the Contract.** To end the Contract with us, please let us know by doing one of the following:

- 7.3.1 **Phone or email.** Call customer services on 020 3108 1000 or email us at [ticketing@ucl.ac.uk](mailto:ticketing@ucl.ac.uk). Please provide your name, home address, details of the Order and, where available, your phone number and email address.
- 7.3.2 **By post.** Write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

- 7.4 **Returning Tickets after ending the Contract.** If you end the Contract for any reason after the Tickets have been dispatched to you or you have collected them, you must return them to us immediately. You must either return the Tickets in person to the Box Office or post them back to us at UCL Event Ticketing, 15 Gordon Street, London, WC1H 0AH. Any return of Tickets will be at your cost and risk and as such we recommend that you send them by registered or special delivery.

- 7.5 **Failure to return Tickets.** If you do not return your Tickets to us or we do not receive them, we may choose to resell them but will not be obliged.

## 8 Our rights to end the Contract

- 8.1 **We may end the Contract if you break it.** We may end the Contract at any time by writing to you if:

- 8.1.1 you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
  - 8.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Tickets;
  - 8.1.3 you do not, within a reasonable time, allow us to deliver the Tickets to you or collect them from us.
- 8.2 **You must compensate us if you break the Contract.** If we end the Contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for the Tickets but we may deduct or charge you reasonable compensation (including the Administrative Fee) for the costs we will incur as a result of your breaking the Contract.
- 8.3 **We may cancel the Event.** We may write to you to let you know that the Event is going to be cancelled. Where practical, we will let you know at least 2 weeks in advance of our cancelling the Event. In any event we will refund any sums you have paid in advance for the Event that will not be provided.

## 9 Price and payment

- 9.1 **Where to find the price.** The price of the Ticket(s) (which includes VAT) will be the price indicated on the order pages when you placed your Order. We take all reasonable care to ensure that the price of the Ticket advised to you is correct. However please see clause 9.4 for what happens if we discover an error in the price of the Tickets you order.
- 9.2 **Delivery.** Except where you have opted to collect the Ticket(s) from the Box Office, you will be charged for delivery of the Ticket(s) and this will be shown as a separate item on your Order before it is placed.
- 9.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your Order date and the confirmation of your Order, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 9.4 **What happens if we got the price wrong.** It is always possible that, despite our efforts, some of the Ticket(s) may be incorrectly priced. We will normally check prices before accepting your Order so that, where the Ticket(s)' correct price at your Order date is less than our stated price at your Order date, we will charge the lower amount. If the product's correct price at your Order date is higher than the price stated to you, we will contact you for your instructions before we accept your Order. If we accept and process your Order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any sums you have paid and require the return of any Tickets provided to you but that shall be at our discretion.
- 9.5 **How you must pay.** We accept payment with Visa, Visa Debit, Mastercard, cash or cheque.
- 9.6 **Where a third party is paying.** You must not use a third party's money (including credit/debit card) to pay for the Ticket's unless you have that third party's permission. If you do use a third party's payment details to pay, you warrant that you have their permission and we reserve the right at any time to require that you provide evidence of that permission to our reasonable satisfaction.

- 9.7 **How we will refund.** With the exception of cash payments, we will only make refunds using the same method (including, in the case of debit/credit card, to the same account) as the method used to purchase the Tickets. For cash payments we will make refunds using debit/credit card or cheque.

## 10 Ticket delivery

- 10.1 You will have the option to collect your tickets from the Box Office as part of your Order and in that case we will not charge you for delivery.
- 10.2 Unless you select to collect your Tickets from the Box Office and except in circumstances set out in clause 10.3, we will post your Tickets to the address for delivery set out in the Order using Second Class post within 3 days of our confirmation of your Order.
- 10.3 If you are placing your Order for Tickets within the period of 10 days before the Event, We will not post your Tickets and you will need to collect them from the Box Office at any time prior to commencement of the Event.
- 10.4 We do not accept liability for Tickets that are lost or mislaid by you or the relevant postal service used.

## 11 House Rules

- 11.1 **Your obligation to comply with House Rules.** You are required to act in accordance with the House Rules and any terms required by the Event Provider at all times when at the Venue.
- 11.2 **Right to refuse admission or eject you.** We and/or the Event Provider reserve the right to refuse admission and/or ask a Ticket holder to leave the Venue (whether before, during or after the Event) if you are not acting in accordance with the House Rule or the Event Provider's terms or we or the Event Provider consider that your actions are detrimental to our reputation or the safety, comfort and/or enjoyment of others at the theatre.

## 12 Our responsibility for loss or damage suffered by you

- 12.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either 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.
- 12.2 **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 Tickets.
- 12.3 **We are not liable for business losses.** We only supply the Tickets for personal use. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.4 **We are not liable for the Event Provider.** We do not accept responsibility of liability for any act or omission of Event Providers. You must address any issues with an Event Provider directly.

## **13 How we may use your personal information**

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

13.1.1 to supply the Tickets to you;

13.1.2 to process your payment for the Tickets; and

13.1.3 if you agreed to this during the order process, to give you information about similar products that we or the operator of the Venue provides, but you may stop receiving this at any time by contacting us;

13.1.4 if we are not the operator of the Venue, to provide the operator with your details;

13.1.5 In accordance with the UCL Privacy Policy, which can be found at <https://www.ucl.ac.uk/informationsecurity/policy>.

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

## **14 Other important terms**

14.1 **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.

14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 **Nobody else has any rights under this Contract.** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 **If a court finds part of this Contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 **Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

14.6 **Which laws apply to this Contract and where you may bring legal proceedings.** The Contract is governed by English law and you can bring legal proceedings in respect of the Contract in the English courts.