

Terms & Conditions

1. Definitions

1.1. In these terms and conditions the following words shall have the meanings set out below:
"Booking Form" means the series of pages for the booking of Tickets set out on the Theatre's website.

"Theatre" means Shaw Theatre of Euston Road, London NW1 2AJ

"Contract" means any contract for the purchase of Tickets made between you and the Theatre.

"Confirmation" means the confirmatory note sent to you by the Theatre setting out the following details:

(i) your booking reference;

(ii) details of all Tickets purchased, including the event, venue, date and

(iii) the Contract price.

"Tickets" means tickets offered for sale by the Theatre for attending live, staged performances of a theatrical or operatic nature at any one of the Theatre's auditoria.

1.2. The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

2. Our Contract With You

2.1 These terms and conditions govern all Contracts.

2.2 Your Contract with the Theatre will be concluded as follows:

2.2.1 Completion of the Booking Form (including, for the avoidance of doubt, the provision of your credit or debit card details) shall constitute an offer by you to purchase Tickets subject to these terms and conditions;

2.2.1 Upon electronic receipt of the correctly filed Booking Form and confirmation that you have sufficient funds to cover the total cost of the booking, the Theatre will send you a Confirmation by e-mail which shall constitute its acceptance of your booking. If the Theatre receives a prompt notification that the Confirmation was not delivered successfully, then the Theatre will use reasonable endeavours to notify you of your booking by other means.

2.3 The prices and availability of the Tickets are specified on the Theatre's website. These details are based on the best available information and the Theatre is not obliged to conclude any Contract on these terms.

2.4 You are entirely responsible for entering your details correctly on the Booking Form. You warrant that all details supplied by you are true and accurate. If there are any changes to your details once your booking is concluded then it is your responsibility to inform the Theatre.

2.5 Where a person makes a booking on behalf of a party, that person accepts these terms and conditions on behalf of all members of the party and is responsible for all payments due from the party.

2.6 Booking services with the Theatre are only available to persons who are at least 18 years of age. By submitting a Booking Form you warrant and confirm to the Theatre that you comply with those arrangements.

2.7 The Theatre reserves the right to place restrictions on the volume of any Tickets ordered.

2.8 It is your responsibility to check that the Tickets issued to you are accurate.

2.9 It is not permitted to re-sell tickets via any third party websites or to partake in so called 'ticket touting'.

3. Pricing

The price of all Tickets displayed on the Theatre's website is inclusive of VAT, where applicable. All tickets must be collected from the Box office and no provision is made for postal delivery.

4. Terms of Payment

4.1 All tickets are subject to availability but please note that concession tickets, and any Special Offer tickets may be limited.

4.2 All Tickets must be paid for in full at the time of booking.

4.3 If the Tickets are being paid for with a third party credit/debit card you must provide the Theatre with written authorisation from the card holder.

5. Refunds, Alterations and Cancellations

5.1 The Theatre does not permit Tickets to be refunded after purchase, except where a performance has been cancelled or abandoned when less than half the performance has taken place. Where monies are refunded, such refunds are limited to the face value of the Tickets purchased. All purchases are final.

5.2 All Tickets are sold subject to the Theatre's right to make any alterations in the cast or arrangements advertised on the Theatre's website or elsewhere which are rendered necessary by an unavoidable cause.

6. Liabilities of the Theatre

6.1 Subject to Clause 6.3 below, the Theatre will only be liable to you for direct losses arising as a result of:

- (i) a breach of these terms and conditions by the Theatre; and
- (ii) any fraudulent statement or negligent act by the Theatre arising under or in connection with the Contract.

6.2 The Theatre's total liability under clause 6.1 above shall be limited to the total face value of the Tickets.

6.3 Nothing in this Clause 6 or these terms and conditions excludes or limits the liability of the Theatre for death or personal injury caused by the Theatre's negligence or fraudulent misrepresentation.

6.4 The Theatre will not be liable in any way if an event or performance is abandoned after more than half of it has taken place due to any factors which are beyond the Theatre's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Theatre's reasonable control:

- (i) Acts of God, which include earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;
- (ii) Force Majeure which includes war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes and civil commotions;
- (iii) Power failure and failure of sound or lighting equipment.

6.5 The Theatre will also not be liable for any losses incurred by you in connection with your use of the Theatre's website, for any delay in using or your inability to use the website, for any information or Tickets obtained through the website or for any material posted to the website by the Theatre or by users of the website

7. Website Use

7.1 The Theatre's website is for your own personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from this website.

7.2 All contents of this website, including any software, are protected by intellectual property rights and other related rights. No part of this website may be reproduced in any form (electronically or otherwise) without the prior consent of the Theatre other than temporarily in the course of using the Theatre's booking service.

7.3 You are not permitted to link to or use all or any part of the Theatre's website (including, for the avoidance of doubt, the Talkback area) for any reason which is unlawful, defamatory, harmful, obscene or objectionable and, in particular, you are not permitted to transmit anything which, in the Theatre's opinion, harms its business or in any way offends other users or persons.

7.4 You are also not permitted to alter the Theatre's website in any way or post onto or transmit to the Theatre's website, any material containing software viruses or files which may damage or disrupt the good working order of computer or telecommunications equipment.

7.5 The Theatre reserves the right to refuse or remove anything which is transmitted via or posted on the Theatre's website and which, in the Theatre's opinion, is objectionable or does not comply with these terms and conditions. The Theatre shall not in any way be liable for such actions.

7.6 The Theatre may record, preserve, trace and disclose anything which has been transmitted to, from or via the Theatre's website, where required by law or where the Theatre is acting in good faith.

8. Links to Third Party Sites

The Theatre's website may contain hyperlinks to websites operated by parties other than the Theatre. The operation of such websites is outside the Theatre's control and you proceed at your own risk. The Theatre does not endorse or sponsor and is not liable for the products, services or content you access through any linked site.

9. Data Protection

The Theatre will collect, use, store and disclose your personal details in accordance with our Privacy Policy. The Privacy Policy is accessed from the Theatre's website.

10. Entire Agreement

It is the intention of the Theatre that all terms of the Contract between the Theatre and you are contained in these terms and conditions. If you wish to rely on any variation of these terms, you must ensure that such variation is in writing and signed by you and on behalf of the Theatre before any Contract is made.

11. Severability

If any part of these terms and conditions are not enforceable then this will not affect the enforceability of any other part.

12. Safety and Enjoyment

12.1 The Theatre reserves the right to refuse admission and may request any Ticket holders to leave (taking any such appropriate action which may be necessary to enforce this right) before or during performances if it is necessary to do so. The Theatre may also, on certain occasions, have to conduct security searches to ensure your safety.

12.2 Where possible, efforts will be made by the Theatre to admit latecomers at a suitable break in the event or performance. However, please note some productions have a strict no latecomers policy which must be adhered to.

12.3 The Theatre reserves the right to not permit canned or glass containers to be brought into the auditorium.

12.4 Mobile phones, pagers and watches must be silenced before entering the auditorium.

12.5 To be admitted you must be in possession of a valid Ticket.

12.6 The Theatre reserves the right to refuse the entry of children into the auditorium where it the production may be deemed unsuitable.

12.7 Strobe lighting, smoke effects and gunshots are sometimes used in productions.

12.8 The Theatre or any permitted third parties may carry out general filming and sound recording in or about the venue. By purchasing Tickets you consent to you and your party being included in and to the exploitation of such films and recordings without payment.

13. Governing Law

These terms and conditions and any Contract concluded incorporating these terms and conditions shall be governed by English Law and all disputes shall be submitted to the nonexclusive jurisdiction of the English Courts.