

## Terms and conditions for the purchase of tickets, learning events and use of the National Theatre Website

The NT does its best to ensure that all the information on its website is current and accurate. However, mistakes can occur, so we would encourage anyone who may be thinking of making a special trip based on information displayed on the website to confirm that the information is correct. You can do this by emailing [boxoffice@nationaltheatre.org.uk](mailto:boxoffice@nationaltheatre.org.uk)

Now for the legal information:

### 1. DEFINITIONS

In these terms and conditions the following words shall have the meanings set out below:

"Confirmation" means the confirmation email sent to you by the NT under clause 4.2.3 acknowledging your booking and setting out the details of your booking.

"Contract" means any contract for the purchase of Tickets made between you and the NT (acting as agent for the relevant Third Party in those cases where a Third Party Event is the subject of the Ticket).

"Learning Event" means any event offered for sale by and/or organised by the NT learning department including, but not limited to, workshops, projects, continued professional development events and staged performances.

"NT" means The Royal National Theatre whose registered and principal trading address is Upper Ground, London SE1 9PX. Registered in England company number 749504. Registered charity number 224223. VAT registration number GB 548 1804 33.

"Online Booking Form" means the series of pages for the booking of Tickets set out on the NT's website.

"Outside Performance" means a live, staged performance of a theatrical or operatic nature by the NT staged in a venue other than one of the NT's auditoria.

"Third Party" means a party other than you and the NT.

"Third Party Event" means an event organised by a Third Party in respect of which the NT is acting as ticketing agent only.

"Ticket" means any ticket for attending:

- i. a live, staged performance of a theatrical or operatic nature in any one of the NT's auditoria;
- ii. backstage tours;
- iii. platforms;
- iv. a Learning Event;
- v. a Third Party Event
- vi. an Outside Performance for which the ticket was issued by NT offered for sale by the NT or its authorised agents and any reference in these terms and conditions to a

performance' shall include any of these other than Learning Events or Third Party Events. All tickets shall be supplied by email in electronic form.

## 2. GENERAL

2.1. These terms and conditions relate to the purchase and supply of Tickets and Learning Events and the use of the NT's website generally. Please read these terms and conditions carefully before purchasing any Tickets or Learning Events as by doing so, you accept that these terms and conditions will govern all Contracts.

2.2. Nothing in these terms and conditions is intended to affect your statutory rights.

2.3. These terms and conditions do not apply to any product listed for sale on the NT shop website to which separate terms and conditions apply.

2.4 The terms and conditions of public access to the NT's buildings without a Ticket can be found in the Your Visit FAQs

2.5 During the ongoing coronavirus pandemic, regulations and guidance regarding protective measures against coronavirus are subject to change at short notice. The NT will endeavour to follow all relevant regulations or guidance to protect the safety and wellbeing of our visitors and staff. This may involve imposing further conditions on attendance at the NT after you have purchased a Ticket. The NT reserves the right to impose any coronavirus related conditions on attendance at its premises at its sole discretion. In the unlikely event that you are unable or unwilling to comply with any such condition, please contact us in advance of the event you are due to attend.

## 3. PURCHASING TICKETS

3.1. If you book Tickets on behalf of others, you accept these terms and conditions on behalf of all members of the group and are responsible for all payments due from the party.

3.2. Until 19 July 2021, Government regulations require each audience member over 16 years old to check in using the NHS COVID-19 app or to supply their name and contact details on arrival to gain admittance to the venue. If you intend to book tickets for a performance on or before 18 July 2021, prior to making a booking on behalf of others, you are responsible for securing agreement from the members of your group to supply this information. It will not be possible to admit members of your group who do not agree to supply this contact information and regrettably no refunds can be made in that event.

3.3. Only persons who are at least 18 years of age are permitted to book Tickets. By booking Tickets you warrant to the NT that you comply with this requirement.

3.4. If there are any changes to your details once your booking has been concluded then it is your responsibility to inform the NT. You can manage your booking by logging into your account.

3.5. The NT reserves the right to place restrictions on:

3.5.1. the volume of any Tickets ordered; and

3.5.2. the number of places booked for Learning Events. In addition, the NT shall be entitled to terminate Ticket sales for a performance at such time as it shall think fit (or as directed by any relevant Third Party).

3.6. It is your responsibility to check that any Tickets issued to you are accurate.

3.7. Any purchase of Tickets is only valid when processed by the NT or an agent authorised by the NT.

3.8. Except for Learning Events, if you wish to transfer your Tickets into someone else's name, you must contact the NT box office by either email or telephone at least one hour before the start of the performance and provide the name, phone number and email address of the person who will be attending. This facility may be refused by the NT in the case of a Third Party Event or an Outside Performance.

3.9. If you wish to transfer your Ticket for a Learning Event into someone else's name, you must contact the NT learning department no later than 6pm on the day before the event is scheduled to take place so that the NT may process this change.

3.10. Except as permitted by clauses 3.7 and 3.8, your Tickets may not be transferred or resold for commercial purposes or at a premium. If a Ticket is transferred or resold in breach of this condition, the bearer of the Ticket or the person claiming the right to attend the event will be refused admission to the performance or event and any membership(s) you may have with the NT will be terminated.

3.11. The NT (or the relevant Third Party) shall be entitled to make changes as to speakers, performers, running times and such other matters as it thinks fit in the case of any event.

3.12. By purchasing a Ticket, you shall be deemed to consent to you and any members of your group being filmed where the event or performance is being filmed and that the NT has complete discretion as to use of any film without any recourse to you or any member of your group.

3.13. The NT (or the relevant Third Party) reserves the right to ask for proof of eligibility for concessions at the access points for the event or performance.

#### 4. ADDITIONAL PROVISIONS APPLYING TO TICKETS PURCHASED ON THE NT'S WEBSITE

4.1. The website [www.nationaltheatre.org.uk](http://www.nationaltheatre.org.uk) is owned and operated by the NT.

4.2. If you purchase Tickets over the NT's website, your Contract will be concluded as follows: 4.2.1. completion and submission of the Online Booking Form shall constitute an offer by you to purchase Tickets subject to these terms and conditions. You can correct any mistakes you make when filling out the Online Booking Form at any point before submitting it; 4.2.2. once you submit the Online Booking Form, the NT will check that you have completed all parts of the Online Booking Form and confirm that you have sufficient funds to cover the total cost of the booking. Upon confirmation of these details, the NT will then charge your credit or debit card accordingly. This in itself does not constitute acceptance of your offer; 4.2.3. once payment has been taken, an on-screen confirmation will be displayed and the NT will send you a Confirmation as soon as possible. This Confirmation shall constitute the NT's acceptance of your booking. A Contract will be formed once you have received the Confirmation; and 4.2.4. if the NT receives a prompt notification that the Confirmation was not

delivered successfully, then the NT will use reasonable endeavours to notify you of its acceptance and the details of your booking by other means.

4.3. The only language available for the conclusion of a Contract online is English.

4.4. Details of all Contracts concluded online (including the method of payment but not the card details) will be kept on file by us and can be provided to you upon request.

4.6. You will be required to present your Ticket (either in printed form or on an electronic device) to gain entry to the performance, tour, platform, Learning Event, Third Party Event or Outside Performance.

4.5. You are entirely responsible for entering all details correctly on the Online Booking Form and any additional information requested. By submitting an Online Booking Form or any other form you warrant to the NT that all details supplied by you are true and accurate.

## 5. PRICE AND PAYMENT

5.1. Except for Learning Events, the price (including all taxes where relevant) of all Tickets are specified on the NT website. These details are based on the best available information to the NT and the NT is not obliged to conclude any Contract on these terms.

5.2. The price (including all taxes where relevant) of Learning Events available for purchase online are specified on the NT's website. These details are based on the best available information to the NT and the NT is not obliged to conclude any Contract on these terms.

5.3. The price (including all taxes where relevant) of Learning Events booked over the phone are displayed on the NT's website and/or will be provided to you at the time of booking. These details are based on the best available information to the NT and the NT is not obliged to conclude any Contract on these terms.

5.4. For bookings made online over the NT's website, the NT accepts payment by American Express, MasterCard, Visa and (save in the case of a Third Party Event or an Outside Performance, unless the NT and the Third Party determine otherwise) National Theatre gift voucher.

5.5. For bookings made over the phone, via email or in person the NT accepts payment by American Express, MasterCard, Visa, cheque and BACS or (save in the case of a Third Party Event or an Outside Performance, unless the NT and the Third Party determine otherwise) gift voucher or SOLT token.

5.7. If you wish to make a payment using a third party credit/debit card you must provide the NT with written authorisation from the card holder.

## 6. DELIVERY OF TICKETS

6.1. We are no longer issuing paper tickets. All Tickets will be electronic tickets and will be sent by email. You will need to present your Ticket to gain access to the venue.

## 7. REFUND AND EXCHANGE POLICY FOR TICKETS (EXCLUDING LEARNING EVENTS)

7.1. Subject to clauses 7.2, 7.3, 7.5 and 8, the NT will not refund your Tickets after purchase.

7.2. Where the NT or the relevant Third Party is unable to perform a Contract on the date(s) agreed because the performance in question is no longer available or viable, or is abandoned when less than half the performance has taken place, the NT will offer you a credit voucher or refund of the face value of the Tickets purchased.

7.3. Where a performance has been cancelled or abandoned when more than half of the performance has taken place the NT may, in its discretion (and provided any relevant Third Party agrees), offer you a credit voucher or a refund to the face value of the Tickets purchased

7.4. For performances at the main National Theatre on the South Bank, Tickets may be exchanged for later performances (subject to availability) or credit vouchers provided you notify the NT at least 24 hours before the performance is due to take place (or at least 7 days before the performance is due to take place for group bookings).

An additional per Performance handling charge of £4 will be payable by you for this service if requested via our online exchange service.

An additional per Ticket handling charge of £4 will be payable by you for this service if requested via email, by phone or in person.

There is no handling charge if the value of the tickets being returned is £0.

Young Patron Premium, Young Patron Ambassador, Supporting Cast, Patron, Life Benefactor, Premier Patron, Benefactor and Olivier Circle members are exempt from this fee if requested via our online exchange service.

Tickets will be void once they have been exchanged or refunded.

7.5. For Outside Performances, Tickets may be exchanged for later performances (subject to availability) or credit vouchers provided that you notify the NT at least 48 hours before the performance is due to take place (or at least 7 days before the performance is due to take place for group bookings).

An additional per Performance handling charge of £4 will be payable by you for this service if requested via our online exchange service.

An additional per Ticket handling charge of £4 will be payable by you for this service if requested via email, by phone or in person.

There is no handling charge if the value of the tickets being returned is £0.

Young Patron Premium, Young Patron Ambassador, Supporting Cast, Patron, Life Benefactor, Premier Patron, Benefactor and Olivier Circle members are exempt from this fee if requested via our online exchange service.

Tickets will be void once they have been exchanged or refunded.

7.6. If you do not notify the NT in time to exchange them or receive a credit voucher under clause 7.4 and 7.5 the NT may, but will not be obliged to, resell them on your behalf. If your Tickets are successfully resold the NT will refund to you the face value of the Tickets purchased, minus an administration fee of £4 per Ticket. The NT will sell all its own tickets before it will offer returned Tickets for resale and the NT cannot guarantee the successful resale of any returned Tickets.

7.7. NT will issue a refund to you using the same method of payment you used to purchase the Tickets.

## 8. REFUND AND EXCHANGE POLICY FOR LEARNING EVENTS

Where the NT is unable to perform a Contract on the date(s) agreed because the Learning Event is no longer available or must be abandoned (including where there are an insufficient number of participants), the NT will inform you of this and issue you with a full refund (excluding any ancillary expenditure incurred by you) as soon as possible. For these purposes, a Learning Event shall not be treated as abandoned if it is discontinued after one half of such Learning Event has been completed. NT will issue a refund to you using the same method of payment you used to purchase the Tickets.

## 9. ALTERATIONS

All Tickets and Learning Events are sold subject to the NT's right to make any alterations in the cast or programme details advertised on the NT's website or other appropriate location.

## 10. LIABILITIES OF THE NT

10.1. Subject to clause 10.3 below, the NT (or any relevant Third Party) will only be liable to you for direct and foreseeable losses arising as a result of: 10.1.1. a breach of these terms and conditions; or

10.1.2. any negligent act arising under or in connection with the Contract.

10.2. The NT's (or the relevant third Party's) total liability under clause 10.1 above shall be limited to the total face value of the Tickets or the price of the unticketed Learning Event purchased.

10.3. Nothing in this clause 10 excludes or limits liability for death, personal injury or fraud.

10.4. The NT (or any relevant Third Party) will not be liable in any way if it is prevented from performing its obligations under or arising from any Contract due to any factors which are beyond its reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond its reasonable control:

10.4.1. acts of god, which include earthquakes, cyclones, storms, flooding, fire, disease, pandemic, fog, snow or frost;

10.4.2. force majeure which includes war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes, terrorist or other attacks and civil commotions;

10.4.3. power failure and failure of sound or lighting equipment.

10.5. The NT will not be liable for any losses incurred by you in connection with your use of the NT'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 NT or by users of the website.

## 11. CODE OF PRACTICE

The NT is a member of STAR (Society of Ticket Agents and Retailers). STAR's code of practice can be accessed in English by clicking on the following link [https://www.star.org.uk/wp-content/pdfs/STAR\\_Code\\_Of\\_Practice.pdf](https://www.star.org.uk/wp-content/pdfs/STAR_Code_Of_Practice.pdf)

## 12. WEBSITE USE

12.1. The NT'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 the NT's website.

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

12.3. You are not permitted to link to or use all or any part of the NT's website for any purpose which is unlawful, defamatory, harmful, obscene or objectionable.

12.4. You are not permitted to transmit anything which, in the NT's opinion, harms the NT's business or in any way offends other users or persons.

12.5. You are not permitted to alter the NT's website in any way.

12.6. You must not post onto or transmit to the NT's website any material containing software viruses or files which may damage or disrupt the good working order of computer or telecommunications equipment.

12.7. The NT reserves the right to refuse to post onto or remove anything from its website which, in the NT's opinion, is objectionable or does not comply with these terms and conditions. The NT shall not in any way be liable for such actions.

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

12.9. If you create, or are provided with, a username, password or any other piece of information as part of the NT's security procedures, you must treat this information as confidential. In particular, you must not disclose this information to any third party.

### 13. LINKS TO THIRD PARTY SITES

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

### 14. DATA PROTECTION

The NT will collect, use, store and disclose your personal details in accordance with our privacy policy which can be accessed from the NT's website homepage.

<https://www.nationaltheatre.org.uk/privacy-policy>

### 15. CONTACT AND COMPLAINTS

If you need to contact the NT, or if you wish to complain about your experience purchasing Tickets or Learning Events or using the NT's website, you can do so using any of the following methods: • email: [feedback@nationaltheatre.org.uk](mailto:feedback@nationaltheatre.org.uk) • telephone: 020 7452 3333 (NT stage door) • letter: National Theatre, Upper Ground, London SE1 9PX

### 16. ENTIRE AGREEMENT

All the terms of any Contract are contained or are referred to within these terms and conditions.

## 17. SEVERABILITY

If any part of these terms and conditions is held to be unenforceable this will not affect the enforceability of the remaining provisions.

## 18. SAFETY AND ENJOYMENT

18.1. The NT (or the relevant Third Party) reserves the right to refuse admission and may request any Ticket holders and Learning Event participants to leave (taking any such appropriate action which may be necessary to enforce this right) before or during performances if it considers it to be necessary or desirable to do so. The NT (or the relevant Third Party) may also, on certain occasions, have to conduct security searches to ensure the safety of its patrons.

18.2. Latecomers will be asked to wait until a suitable break in the performance or Learning Event before being admitted to the auditorium or other venue.

18.3. Large bags (measuring over 40cm x 30cm x 15cm) must not be brought to the theatre and the cloakroom will not be open. The NT (or the relevant Third Party) may have to conduct security searches of bags. If you do not permit a search to be undertaken, you will not be admitted to the building, performance or Learning event.

18.4. Glass containers and hot drinks may not be brought into the auditorium.

18.5. Mobile phones and other electronic equipment must be switched off (not silenced) before entering the auditorium.

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

18.7. Unless a performance is expressly stated to permit entry to children under the age of four, children under the age of four are not permitted to enter the auditoriums but are welcome in the foyers. Children aged 12 and under must be seated next to a responsible adult during performances and must be accompanied at all times in the foyers.

18.8. Please note that strobe lighting, smoke effects and gunshots are sometimes used in productions.

18.9. The NT and any authorised third parties may carry out general filming and sound recording in or about the venue as well as filming and sound recording of performances. By purchasing Tickets or a Learning Event, you consent to you and your party being included in and to the commercial exploitation of such films and recordings without payment and waive all moral rights in such films and recordings.

## 19. THIRD PARTIES

Nothing contained in any Contract is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any third party.

## 20. 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 exclusive jurisdiction of the English courts.