

# Witham Public Hall Trust Website and Box Office Terms and Conditions

## 1. DEFINITIONS

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

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

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

"Third Party" means a party other than you and WPHT

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

"Ticket" means any physical or e-ticket for attending:

- i. a live performance of a theatrical or musical nature at the Public Hall;
- ii. concerts or dances;
- iii. demonstrations, fairs or similar activities; or
- iv. a Third Party Event

offered for sale by WPHT or its authorised agents and any reference in these terms and conditions to a 'performance' shall include any of these.

"WPHT" means Witham Public Hall Trust Ltd. whose registered address is The Public Hall, Collingwood Road, Witham CM8 2DY.

## 2. GENERAL

2.1. These terms and conditions relate to the purchase and supply of Tickets and the use of the WPHT website generally. Please read these terms and conditions carefully before purchasing any Tickets 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.

## 3. PURCHASING TICKETS

3.1. If you make a group booking 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. Only persons who are at least 18 years of age are permitted to book Tickets. By booking Tickets you warrant to WPHT that you comply with this requirement.

3.3. If there are any changes to your details once your booking has been concluded then it is your responsibility to inform WPHT.

3.4. WPHT reserves the right to place restrictions on:

- 3.4.1. the volume of any Tickets ordered; and
- 3.4.2. the number of places booked for Third Party Events.

In addition, WPHT shall be entitled to terminate Ticket sales for a performance or a Third Party Event at such time as it shall think fit (or as directed by any relevant Third Party).

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

3.6. Any purchase of Tickets is only valid when processed by WPHT or an agent authorised by WPHT.

3.7. If you wish to transfer your Tickets into someone else's name, you must contact the box office by either email or telephone at least 12 hours before the start of the performance. This facility may be refused in the case of a Third Party Event.

3.8. Except as permitted by clauses 3.7, 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.

3.9. Any request to exchange or transfer tickets must be done via the Public Hall Box Office. Failure to do so will make the tickets invalid and the holder will be refused admission.

3.10. WPHT (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, including Third Party Events.

3.11. By purchasing a Ticket, you shall be deemed to consent to your being filmed or photographed where the event or performance is being filmed or photographed.

3.12. WPHT (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 BY TELEPHONE OR ON THE WPHT WEBSITE

4.1. The website [www.withampublichall.co.uk](http://www.withampublichall.co.uk) is owned and operated by WPHT.

4.2. If you choose to purchase Tickets by telephone or via the WPHT website, your Contract will be concluded as follows:

4.2.1. completion and submission of the Online Booking Form or a verbal telephone request shall constitute an offer by you to purchase Tickets subject to these terms and conditions;

4.2.2. WPHT will confirm that funds have been transferred to the full value of the booking. This in itself does not constitute acceptance of your offer;

4.2.3. once payment has been taken an electronic confirmation will be sent from TicketSource who process WPHT ticket sales. A Contract will be formed once you have received the Confirmation;

4.2.4. if WPHT receives a prompt notification that the Confirmation was not delivered successfully, then WPHT will use reasonable endeavours to notify you of its acceptance and the details of your booking by other means.

4.3. 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.

4.4. You are entirely responsible for entering your details correctly on the Online Booking Form, including full name and postal address. By submitting an Online Booking Form you warrant to WPHT that all details supplied by you are true and accurate. WPHT will accept no responsibility for tickets delivered to the wrong address if incorrect details were supplied with the order.

4.5 Where a ticket order is sent without specific seats requested WPHT will supply the best available in the opinion of the box office manager.

#### 5. PRICE AND PAYMENT

5.1. The price (including all taxes where relevant, but not any booking fees that may apply) of all Tickets are specified on the WPHT website. These details are based on the best available information to WPHT and WPHT is not obliged to conclude any Contract on these terms.

5.2. For bookings made online over the WPHT website, WPHT accepts payment by debit or credit card.

5.3. For bookings made over the phone, via email, in person or by post WPHT accepts payment by debit card, credit card and BACS.

5.4. If your Tickets are being paid for using a third party credit/debit card you must provide WPHT with written authorisation from the card holder.

## 6. DELIVERY OF TICKETS

6.1. Tickets will generally be delivered by e-mail. Where this is not possible they will be held for collection on the door. Tickets booked directly through the TicketSource website can also be delivered by SMS or post, both are at additional cost.

6.2. WPHT will not accept any liability for any Tickets mislaid or lost by the Royal Mail.

6.3. Tickets delivered electronically should be downloaded prior to the event and either printed or presented on a suitable phone or tablet.

6.4. Duplicate Tickets will not be provided in the case of loss of the originals except in exceptional circumstances. Where duplicates are offered we will need details of the specific ticket(s) lost and the date and method of purchase. A flat rate charge of £5 will apply regardless of the number of duplicate tickets issued.

## 7. REFUND AND EXCHANGE POLICY FOR TICKETS

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

7.2. Where WPHT 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, WPHT will refund to you the face value of the Tickets purchased (excluding any service charges).

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

7.4. Tickets may be exchanged for alternative performances (subject to conditions) provided that WPHT receives notice 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 ticket handling charge of £3 will be payable by you for this service.

7.5. If you do not return your Tickets in time to exchange them under clause 7.4 WPHT may, but will not be obliged to, resell them on your behalf. If your Tickets are successfully resold WPHT will refund to you the face value of the Tickets purchased (excluding any service charges), minus an administration fee of £3 per ticket. WPHT will sell all of its own tickets before it will offer returned tickets for resale and WPHT cannot guarantee the successful resale of any returned Tickets.

7.6. WPHT will issue a refund to you using the same method of payment that you used to purchase the Tickets.

7.7 The right to a refund, for whatever reason, expires after 3 months.

## 8. ALTERATIONS

8.1 All Tickets are sold subject to WPHT's right to make any alterations in the cast, performers or programme details advertised on WPHT's website or other appropriate location.

8.2 WPHT reserves the right to change the seating layout, for operational or other reasons. If this results in a need to make changes to actual seats booked WPHT will offer the best available seats.

8.3 Refunds for changes to programme or seating arrangements will only be made if it makes attendance impossible or impractical, e.g. only being able to offer non-accessible seats to a disabled customer.

## 9. LIABILITIES OF WPHT

9.1. Subject to clause 9.3 below, WPHT (or any relevant Third Party) will only be liable to you for direct and foreseeable losses arising as a result of:

9.1.1. a breach of these terms and conditions; or

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

9.2. WPHT's (or the relevant third Party's) total liability under clause 9.1 above shall be limited to the total face value of the Tickets purchased.

9.3. Nothing in this clause 9 excludes or limits liability for death, personal injury or fraud.

9.4. WPHT (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:

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

9.4.2. force majeure which includes war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes and civil commotions.

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

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

## 10. WEBSITE USE

10.1. WPHT'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 WPHT website.

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

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

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

10.5. You are not permitted to alter the WPHT website in any way.

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

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

## 11. LINKS TO THIRD PARTY SITES

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

## 12. DATA PROTECTION

- 12.1 WPHT will not disclose personal information provided to its website to any third party, other than where such information is related to ticket orders for an event run by said third party.
- 12.2 Customer details as supplied will be held on file for order processing and audit purposes. If no further orders are received these records will be deleted after 24 months.
- 12.3 If requested, details can be deleted before this time by contacting WPHT.
- 12.4 No financial details, including bank account details, will be retained.

## 13. CONTACT AND COMPLAINTS

If you need to contact WPHT, or if you wish to complain about your experience purchasing Tickets or using the WPHT website, you can do so using any of the following methods:

- email: [info@withampublichall.co.uk](mailto:info@withampublichall.co.uk)
- telephone: 0345 017 8717
- post: The Public Hall, Collingwood Road, Witham CM8 2DY

## 14. ENTIRE AGREEMENT

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

## 15. SEVERABILITY

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

## 16. SAFETY AND ENJOYMENT

16.1. WPHT (or the relevant Third Party) 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 events if it considers it to be necessary or desirable to do so. WPHT (or the relevant Third Party) may also, on certain occasions, have to conduct security searches to ensure the safety of its patrons.

16.2. Latecomers may be asked to wait until a suitable break in the performance before being admitted to the auditorium.

16.3. To be admitted you must be in possession of a valid Ticket or e-ticket.

16.4. Unless a performance is expressly stated to permit entry to children under the age of five, children under the age of five are not permitted to enter the auditorium.

16.5. Please note that strobe lighting, smoke effects, gunshots and other special effects are sometimes used.

16.6. WPHT and any authorised 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 commercial exploitation of such films and recordings without payment.

## 17. 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.

## 18. 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.