



Terms and Conditions

1. General

1.1 In these terms and conditions (**Terms**), the following words shall have the meanings set out below:

(a) **Membership** means a membership of Icon Youth Theatre or Pulse (as applicable) and **Member** means the holder of such a Membership;

(b) **Ticket** means any ticket for attending a live event (including, but not limited to, staged theatrical performances, talks, concerts, recordings or other ticketed events) offered for sale by us or our authorised agents, and any reference to a **performance** shall include any of these;

(c) **we** means Icon Theatre, Registered Charity no 1097311, registered company limited by guarantee in England & Wales No 4579447, whose registered address is The Brook Theatre, Old Town Hall, Chatham, Kent ME4 4SE, and **us** and **our** shall be construed accordingly; and

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

1.2 All Tickets are sold subject to availability and to these Terms, as applicable. By purchasing any Ticket, you accept that these Terms will govern that purchase for you and any members of your group. Any Ticket obtained in breach of these Terms shall be void (and non-refundable) and all rights conferred or evidenced by such Ticket shall be void.

2. Purchase

2.1 Any purchase of Tickets is only valid when processed by us or an agent authorised by us. We are not responsible for any Tickets that have been sold through unauthorised methods.

2.2 By making a purchase you warrant to us that all details supplied by you are true and accurate. If you are under 18 years of age you may purchase Tickets only with the involvement of your parent or guardian.

2.3 Tickets may be restricted to a maximum number or sold subject to certain restrictions, such as limited or side view 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. It is your responsibility to ensure that you read all notifications displayed on our website. We reserve the right to cancel any Ticket(s) purchased in excess of the maximum number

(without prior notice unless the purchase of Ticket(s) in excess was due to our error, in which case we will notify you prior to cancellation).

2.4 If you purchase Tickets over our website:

(a) completion and submission of the online booking form shall constitute an offer by you to purchase Tickets subject to these Terms. Once you submit the online booking form, we will process the form, confirm that you have sufficient funds to cover the total cost of the transaction and then charge your payment card accordingly. This in itself does not constitute acceptance of your offer and no order shall be accepted until we have received full payment in cleared funds;

(b) if payment is taken, an on-screen confirmation will be displayed and we will send you a confirmation email acknowledging your booking and setting out the details of your booking. Only the email confirmation shall constitute our acceptance of your booking and create a contract with us and the contract will relate only to those Tickets indicated in the email confirmation. The only language available for the conclusion of a contract shall be English;

(c) if we receive a prompt notification that the email confirmation was not delivered successfully, then we will use reasonable endeavours to notify you of its acceptance and the details of your booking by other means.

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.

2.5 It is your responsibility to check that any Ticket issued to you is accurate as mistakes cannot always be rectified after purchase and any corrections are at our discretion. Please contact us immediately if there are any mistakes. It is also your responsibility to inform us if there are any changes to your details once your booking has been made. You can manage your booking by emailing catryn@icontheatre.org.uk.

3. Price and payment

3.1 The price of all Tickets will be advertised on the website based on the best available information to us but we are not obliged to conclude any contract at that price. All advertised prices are inclusive of any applicable taxes but exclusive of any per transaction telephone booking or delivery fee. Any discounts are subject to availability and our discretion and cannot be booked in conjunction with or combined with any other reductions or offers.

3.2 Unless you have opted to receive an e-ticket or to collect your Tickets in person (see clause 4), the price is subject to a per order charge of £1 (£1.50 for bookings of 10+ tickets) to cover delivery and administration. If you are booking Tickets using our website, any delivery charge will be displayed as a separate item on the online booking form.

3.3 If you are paying for your Tickets using a third-party credit/debit card, you must provide us with written authorisation from the card holder. We reserve the right to cancel any booking which we reasonably suspect to have been made fraudulently.

3.4 If either the amount that you pay for a Ticket is incorrect or you are able to order a Ticket that was listed for sale in error or otherwise earlier than the date on which you would be entitled to purchase that Ticket, we reserve the right to cancel that Ticket (or the order for that Ticket) and refund to you the amount paid. This applies regardless of whether due to

human error, an error in any price or information communicated to you or a transactional malfunction of any system operated by us.

4. Delivery and/or collection

4.1 Depending on the production you may be able to opt to receive your Tickets as an e-ticket, to collect your Tickets in person from the Theatre or (subject to a delivery charge, as detailed in clause 3.2) to have your tickets posted to you. Please note, any Tickets sold at a concessionary rate must be collected in person and we do not post Tickets for performances scheduled to take place within 7 days. We reserve the right to make any Tickets available for collection at the Theatre only; if this becomes necessary, we will notify you by telephone, email or in writing of the arrangements for collection using the details provided at the time of ordering.

4.2 If you are collecting your Tickets from the Theatre, we may require the credit/debit card used to make the order and your booking confirmation if you have booked online. You may also be required to present photographic ID and proof of entitlement to any concession. If the cardholder cannot be present, please contact us at hello@icontheatre.org.uk.

4.3 If your Tickets are being posted, we shall use reasonable endeavours to post them to the address you provided when you made your booking (or to the billing address of the credit/debit card holder if they are not one and the same) within a reasonable time of the booking (although there may be instances where for security or other reasons we are only able to send Tickets in the weeks immediately prior to the performance). If you have not received your tickets 72 hours prior to the performance, please contact us. If Tickets are returned to us as "addressee unknown" we reserve the right to cancel your booking and make a refund of the Ticket price only. We will not accept any liability for any Tickets mislaid or lost by any postal service.

4.4 Tickets to be received as an e-ticket will be delivered to the email address provided when you registered for an online booking account on our website. You may either print your e-ticket (which must be done clearly and to scale on plain, clean, white A4 paper) or present it on your mobile device (in which case, please download it to your device in advance as mobile connectivity strength at the Theatre cannot be guaranteed). We may also require the credit/debit card used to make the order, photographic ID and proof of entitlement to any concession, as described in clause 4.2.

You may not duplicate an e-ticket and must retain it until the end of a performance. In the event of unauthorised duplication, we reserve the right to refuse entry to all relevant Ticket holders and may credit the original purchaser the face value of the Ticket(s), which will constitute full remuneration. In the event that issue a hard copy duplicate Ticket, this will render the original e-ticket void. We shall not be liable for any inconvenience caused by unauthorised duplication and shall have no responsibility for problems with printing or downloading any e-ticket.

4.5 We will not be responsible for any Ticket that is lost, stolen or destroyed. It is not always possible to issue duplicate tickets and the issue of duplicates is always subject to our reasonable discretion.

5. Transfer

5.1 If you wish to transfer your Tickets into someone else's name, please contact us by email or telephone at least 24 hours before the start of the performance and we will do

our best to accommodate the change. An administration fee of £2 per Ticket may be charged.

5.2 Except as permitted by clause 5.1, Tickets are non-transferable and may not be resold for commercial purposes or at a premium. We reserve the right to cancel without notice any Ticket that we believe has been transferred or resold in breach of this condition, to refuse admission to the bearer or the person claiming the right to attend and to terminate any membership that person may have with us. We will blacklist and cancel any future bookings of any buyer who resells or offers for re-sale any Ticket through a secondary ticketing facility as defined in the Consumer Rights Act 2015.

6. Exchanges and refunds

6.1 Other than as set out in this clause, we shall not refund any Ticket(s) after purchase.

6.2 Ticket(s) may be exchanged for later performances subject to availability and to an administration charge of £2 per Transaction, provided that we receive the Ticket(s) at least 48 hours before the performance is due to take place (at least 7 days in the case of bookings of 10+ tickets).

6.3 If Tickets are not returned in time to exchange them under clause 6.2, we may at our discretion offer to resell them on your behalf (but shall in no circumstances be obliged to do so). If we successfully resell your Ticket, we will refund to you the face value of the Tickets purchased (excluding any delivery charges) minus an administration fee of £2 per Ticket. Please note, we will sell all of our own Tickets before we offer any returned Ticket for resale and we cannot guarantee the successful resale of any returned Ticket. Returned tickets may be withdrawn from re-sale at any time at your request and/or at our discretion.

We will contact you within 14 days of the performance, by e-mail where possible, to let you know whether your Tickets were resold. If you fail to hear from us within 14 days, please email us at hello@icontheatre.org.uk or call us on 01634 813 179.

6.4 Where we are unable to perform a contract on the date(s) agreed because the performance in question has been cancelled or is abandoned when less than half the performance has taken place, we will refund to you the face value of the Tickets purchased (excluding any delivery charges). Where more than half of the performance has taken place we may, at our discretion, refund to you the face value of the Tickets purchased (excluding any delivery charges).

6.5 Refunds shall only be made to the person who purchased the Tickets and shall when possible be made by the same method used to purchase the Tickets (except, at our discretion, where payment was made by cash). Where a refund is permitted and the booking was made through a payment card either online, on our phone line or in person, refunds can only be made to the same payment card. Refunds are not permitted to an alternative payment card.

7. Alterations to performances and cancellation

7.1 All Tickets are sold subject to our right to make any alterations to any of the cast (including use of understudies where necessary) or programme details advertised on our website or anywhere else.

7.2 In the event that a performance is cancelled or re-scheduled, where there is sufficient time, we will use reasonable endeavours to notify you using the details you provided us with at the time of ordering. However, we do not guarantee that you will be informed of such cancellation or re-scheduling before the date of the performance and it shall remain your responsibility to ascertain whether a performance has been cancelled or re-scheduled. Please ensure that you inform us of any change to the contact address, telephone number or email address you provide us with at the time of ordering. (See also clause 6.4 on refunds in the event of cancellation.)

8. Conditions of entry

8.1 A valid Ticket or booking must be made produced to get into a performance. Removing any part of, altering or defacing the Ticket may invalidate your Ticket.

8.2 Some performances may have restrictions on the attendance of children and the .

8.3 We reserve the right to provide alternative seats at a performance to those specified on the Ticket, provided these seats are of no less value to that stated on the Ticket.

8.4 We reserve 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 a performance if in our reasonable discretion we consider it to be necessary to do so. No refunds will be given to Ticket holders who are refused entry or ejected due to their own behaviour. We may also, on certain occasions, have to conduct security searches to ensure the safety of visitors.

8.5 Latecomers will be asked to wait until a suitable break in the performance before being admitted to the auditorium, but a suitable break cannot be guaranteed.

8.6 Ticket holders who leave the auditorium during a performance may only re-enter at the discretion of the management. Otherwise, there will be no re-admission or pass-outs of any kind. The obstruction of gangways, access-ways, exits, entrances or staircases, congregating in non-designated areas or seeking entry to stands or seats for which you do not hold a Ticket is strictly forbidden.

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

8.8 Mobile phones and other electronic equipment must be switched off (not silenced) before entering the auditorium. No cans or glass containers may be brought into the auditorium.

8.9 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 a performance is strictly forbidden. Unauthorised recordings, tapes, films or similar items may be confiscated and destroyed. Any recording made of a performance in breach of these Terms shall belong to us. We will not be liable for any loss, theft or damage to confiscated items.

8.10 We (and authorised third parties) may carry out general filming and sound recording in or about the Theatre including without limitation in connection with a performance. 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. You

further agree to being filmed by police or security staff for security and crime prevention purposes.

8.11 You must comply with all relevant statutes, safety announcements, regulations of the Venue and instructions and directions given by Production staff whilst attending a performance.

8.12 Possession of a Ticket does not confer any rights (by implication or otherwise) on you to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the Ticket.

8.13 No Ticket can be used for advertising, promotions, contests or sweepstakes without our formal written permission, provided that even if such permission is obtained, use of our trade marks and other intellectual property is subject to our prior consent.

9. Liability

9.1 Subject to clause 12.2, our total liability to you, whether in contract, tort (including, without limitation, negligence) or otherwise, is limited to the total Ticket price paid by you excluding any per transaction telephone booking and delivery fees. We shall not be liable for any indirect, special, consequential or unforeseeable losses or for any economic losses (including without limitation loss of revenues, profits, contracts business or anticipated savings) or any loss of goodwill or reputation; for any arrangements including travel, accommodation or hospitality relating to any performance; or for any loss, theft or damage of personal belongings (other than caused as a result of our negligence or other breach of statutory duty).

9.2 Nothing in these terms or conditions excludes or limits our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees, for fraud or for any other liability which cannot by law be excluded or limited. Nothing in these Terms is intended to affect your statutory rights.

9.3 We will not be liable to you for failure to perform any obligation under these Terms to the extent that the failure is caused by any factors beyond our reasonable control, including (without limitation) 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, acts or regulations of national or local governments, power failure and failure of sound or lighting equipment.

10. Data protection

We will collect, use, store and disclose your personal details in accordance with our privacy policy which can be accessed [here](#).

11. Contact, complaints and code of practice

11.1 If you need to contact us, or if you wish to complain about your experience using or making any purchase on our website, you can do so using any of the following methods:

(a) email: hello@icontheatre.org.uk

(b) letter: The Brook Theatre, Old Town Hall, Chatham, Kent ME4 4SE.

As an online trader, pursuant to European Union legislation, you may use the following link to the European Commission's Online Dispute Resolution platform, where you can access further information about online dispute resolution.

12. Other

12.1 Waiver

No failure or delay by us to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise by us of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12.2 Assignment

We shall be entitled at any time to transfer, assign, charge, sub-contract or otherwise dispose of any of our rights and obligations under a contract incorporating these Terms provided that your rights are not adversely affected, but you may not do so without our prior written consent.

12.3 Severability

Notwithstanding that the whole or any part of any provision of this agreement may prove to be illegal or unenforceable the other provisions of this agreement and the remainder of the provision in question shall remain in full force and effect.

12.4 Third Parties

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

12.5 No partnership or agency

Nothing in these Terms or any contract concluded incorporating these Terms, and no action taken by either party pursuant thereto, is intended, or shall be deemed, to constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for by these Terms.

12.6 Amendments and Variations

No variation of any contract concluded incorporating these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives), provided that any change to these Terms that is required to be made by law or governmental authority may apply to orders previously placed.

12.7 Entire Agreement

These Terms constitute the entire terms of agreement between the parties relating to their subject matter and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to such subject matter. Each party acknowledges that in entering into a

contract to which these Terms apply it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) by any person (whether party to these Terms or not) that is not set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.

12.8 Governing Law and Jurisdiction

These Terms and any contract concluded incorporating these Terms, their construction and interpretation and any dispute or claim arising out of or in connection with them, their subject matter or their formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales to which the parties submit.