



DragonBird Theatre Live Terms and Conditions

These terms and conditions relate to the purchase and supply of tickets for live DragonBird Theatre sessions and performances. Please read these terms and conditions carefully before purchasing any tickets as by doing so, you accept that these terms and conditions will apply to your purchase.

1. General

- 1.1. Nothing in these terms and conditions is intended to affect your statutory rights.
- 1.2. These terms and conditions do not apply to any digital product listed for sale on the DragonBird at Home section of the website to which separate terms and conditions apply.
- 1.3. During the ongoing coronavirus pandemic, regulations and guidance regarding protective measures against coronavirus are subject to change at short notice. DragonBird Theatre will endeavour to follow all relevant regulations or guidance to protect the safety and wellbeing of our visitors and staff. This may involve making changes to live events after you have purchased a ticket. See clause 4.1 for cancellations due to covid-19 restrictions.

2. Tickets

- 2.1. 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.
- 2.2. Only persons who are at least 18 years of age are permitted to book tickets. By booking tickets you warrant to DragonBird Theatre that you comply with this requirement.
- 2.3. If there are any changes to your details once your booking has been concluded then it is your responsibility to inform DragonBird Theatre.
- 2.4. DragonBird Theatre reserves the right to place restrictions on the volume of any tickets ordered.
- 2.5. It is your responsibility to check that any tickets issued to you are accurate.
- 2.6. If you wish to transfer your tickets into someone else's name, you must contact DragonBird Theatre by email at least one hour before the start of the performance and provide the name of the person who will be attending.
- 2.7. Except as permitted by clause 2.6, 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.
- 2.8. By purchasing a ticket, you shall be deemed to consent to our photo policy which can be accessed on DragonBird Theatre's website.

3. Online Booking

- 3.1. The website www.dragonbirdtheatre.co.uk is owned and operated by DragonBird Theatre.
- 3.2. If you purchase tickets on the DragonBird Theatre website, you agree to the following:
 - 3.2.1. 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;
 - 3.2.2. Once you submit the online booking form, DragonBird Theatre will charge your credit or debit card accordingly. This in itself does not constitute acceptance of your offer;
 - 3.2.3. Once payment has been taken, an on-screen confirmation will be displayed and DragonBird Theatre will send you an email confirmation as soon as possible. This confirmation shall constitute DragonBird Theatre's acceptance of your booking.
 - 3.2.4. If DragonBird Theatre receives a notification that the email confirmation was not delivered successfully, then DragonBird Theatre will use reasonable endeavours to notify you of its acceptance and the details of your booking by other means.
- 3.3. Details of all tickets purchased 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.
- 3.4. 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 DragonBird Theatre that all details supplied by you are true and accurate.
- 3.5. All tickets will be electronic tickets and will be sent by email. You will be required to present your ticket (either in printed form or on an electronic device) to gain entry to the performance.
- 3.6. DragonBird Theatre will collect, use, store and disclose your personal details captured via the website in accordance with our privacy policy which can be accessed on DragonBird Theatre's website.

4. Refunds and Exchanges

- 4.1. Where DragonBird Theatre is unable to perform on the date(s) booked because the performance in question is no longer available or viable, including if this is due to a cancellation arising as a result of measures related to the control of the covid-19 pandemic, DragonBird Theatre will offer you a credit voucher or refund of the face value of the tickets purchased.
- 4.2. Tickets may be exchanged for later performances (subject to availability) or credit vouchers provided you notify DragonBird Theatre at least 24 hours before the performance is due to take place. Tickets will be void once they have been exchanged or refunded.
- 4.3. DragonBird Theatre will issue a refund to you using the same method of payment you used to purchase the Tickets.

5. Liabilities

5.1 DragonBird Theatre will only be liable to you for direct and foreseeable losses arising as a result of:

5.1.1. a breach of these terms and conditions; or

5.1.2. any negligent act arising under or in connection with the purchase of tickets.

5.2. DragonBird Theatre's total liability under clause 5.1 above shall be limited to the total face value of the tickets purchased.

5.3. DragonBird Theatre will not be liable in any way if it is prevented from performing its obligations 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.

5.4. DragonBird Theatre will not be liable for any losses incurred by you in connection with your use of DragonBird Theatre's website.

6. Contact and Complaints

6.1 If you need to contact DragonBird Theatre, or if you wish to complain about your experience purchasing tickets using the DragonBird Theatre website, you can do so via email at companymanager@dragonbirdtheatre.co.uk

7. Governing Law

These terms and conditions and any ticket purchase 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.

July 2022