Box Office Terms and Conditions

Theatre Peckham ("Our", "Us" and "We")

1. USE OF THE ONLINE BOX OFFICE

1.1. These terms and conditions ("Terms") apply to tickets sold through Our online box office ("Website"). Please read these Terms carefully before placing your order. You acknowledge that by purchase you agree to be bound by these Terms. If you do not accept these Terms, you must not place an order for any of the tickets through the Website.

1.2. The information contained in this Website has been prepared solely for the purpose of providing information about performances and making online bookings for these performances and must not be used for any other purpose.

1.3. By accessing this site you will be assuming all risks associated with the use of this site, including risk of your computer, software or data being damaged by any virus which might be transmitted or activated via Our Website or your access to it. d. You will only use this Website for personal private use.

2. ORDERS AND PAYMENT

2.1. The published price of the ticket ("Price") includes any applicable taxes and booking or collection fees.

2.2. You acknowledge and agree that the Price may be subject to change and variation from time to time.

2.3. You shall pay for the tickets using one of the methods specified on the Website. Your Order shall not be placed until we have received your payment.

2.4. Your Order constitutes an offer to Us to buy Tickets. All Orders are subject to acceptance by Us, and We will confirm such acceptance to you by sending you an e-mail either attaching your Tickets subject to the Order or that confirms that the Tickets have been dispatched by post, as applicable ("Order Confirmation"). The contract between us will only be formed when We send you the Order Confirmation ("Contract").

2.5. It is your responsibility to check the Tickets that are subject to your Order and We are under no obligation to rectify any mistakes once the Contract has been formed in accordance with clause 2a above.

2.6. We will not be responsible for any tickets that are lost, stolen or destroyed.

3. DELIVERY

3.1. Tickets will be supplied by email.

3.2. It is your responsibility to ensure you have a copy of your tickets either digitally or in a printed format. We shall not be liable for any failure by you to print the tickets.

4. REFUNDS AND EXCHANGES

4.1. Unless otherwise expressly stated in these Terms, you will not be able to cancel an Order after it has been accepted by Us, nor are you entitled to a refund for any tickets purchased by you, even if you are unable to attend the event.

4.2. The cancellation rights contained in the Consumer Protection (Distance Selling) Regulation 2000 (as amended) do not apply to the sale of Tickets.

4.3. Theatre Peckham may exchange or refund tickets at its own discretion. We may charge a nominal administration fee (per transaction) for this, and this must be paid at the time of the exchange/refund.

4.4. If the event is cancelled or rescheduled by Us you will be entitled to a refund of the Price, less any postage and/or card charges. Refunds must be claimed within 1 month from the date of the event.

4.5. We will use reasonable endeavours to notify you if an event is cancelled or rescheduled, but you acknowledge and agree that it is your responsibility to check whether an event has been cancelled or rescheduled and we have no liability for any failure to notify you.

5. CONDITIONS OF ADMISSION

5.1. You shall comply with all policies, procedures and safety announcements in force at the venue at which the event is to be performed, including any security procedures in place from time to time.

5.2. We reserve the right to refuse you admission to any event.

5.3. We reserve the right to request patrons to leave the premises.

5.4. You should retain your ticket as it may be required for re-admission.

5.5. Animals are not permitted within the venue, with the exception of assistance dogs.

6. ACCURACY

We use reasonable endeavours to ensure that the information contained on the Website is correct at time of being published. We reserve the right to make alterations.

7. DATA PROTECTION

We process your personal data in accordance with all applicable data protection laws, as set out in our Privacy Notice.

8. LIMITATION OF LIABILITY

8.1. If We fail to comply with these Terms, We shall only be liable to you for the Price of the tickets and, subject to clause 9b, any loss you suffer that is a foreseeable result of Our breach of these Terms or our negligence, but We are not responsible for any loss, damages, costs or expenses you suffer which were not reasonably foreseeable to be incurred by you and could not have been reasonably foreseeable by you or Us on entering these Terms. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by you and Us at the time We entered into this Contract.

8.2. We only supply tickets for private use. You agree not to use the tickets for any business or resale purposes and, notwithstanding clause 9.2., We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity, howsoever arising.

8.3. We do not in any way exclude or limit Our liability for:

8.3.1. death or personal injury caused by Our negligence;

8.3.2. fraud or fraudulent misrepresentation;

8.3.3. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

8.3.4. any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples);

8.3.5. any other matter for which it would be illegal for Us to exclude or attempt to exclude Our liability.

9. EVENTS OUTSIDE OUR CONTROL

9.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by events outside Our reasonable control, which may include strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks and the acts, decrees, legislation, regulations or restrictions of any government ("Force Majeure Event").

9.2. Our performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which Our obligations under these Terms may be performed despite the Force Majeure Event.

10. VARIATION OF THE TERMS

We have the right to revise and amend these Terms from time to time, including but not limited to making changes to reflect current market conditions affecting our business, changes in technology, changes in payment methods and changes in relevant laws and regulatory requirements.

11. GENERAL

11.1. If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

11.2. These Terms and any document expressly referred to in them represent the entire agreement between you and Us in respect of your use of the Website and your use of the Tickets, and shall supersede any prior agreement, understanding or arrangement between you and Us, whether oral or in writing.

11.3. You acknowledge that in entering into these Terms, you have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Website, the internet or in negotiation between you and Us except as expressly set out in these Terms.

11.4. These Terms are governed by and construed in accordance with English law. The Courts of England and Wales shall have exclusive jurisdiction over any disputes arising out of these Terms.

Version	Updated	By	Version	Created	By
1	31.7.2024	Carly Fernandez Gianni	4		
2	31.03.2025	Carly Fernandez Gianni	5		
3			6		