



Friends Membership Terms and Conditions

These are the terms and conditions which apply to your Friends Membership. By purchasing or renewing a Friends Membership you agree to be bound by these conditions.

DEFINITIONS

In these Conditions:

'Friends Membership' means either (a) the card which is issued to you by Derby Theatre following an application in accordance with these conditions.

'Benefits' means those benefits and discounts at Derby Theatre and from external providers which are from time to time notified on our website, newsletters or mailings, as available to holders of a valid and current Derby Theatre Friends Membership. Additional conditions may apply to individual Benefits and discounts.

'Our terms and conditions of sale' means those terms and conditions that apply to our customers purchasing tickets and attending Derby Theatre as published from time to time.

'Our website' means www.derbytheatre.co.uk

'Validity Period' refers to (a) the 12 month period from the date of Acceptance or (b) the 12 month period from the date of renewal of Friends Membership by Derby Theatre and means the period during which your Friends Membership is valid in accordance with these Conditions.

- 1) Benefits
- 2) Purchasing a Friends Membership
- 3) Friends Membership Renewal
- 4) Using Your Friends Membership
- 5) Lost or Stolen Cards
- 6) After Sales Care & Complaints
- 7) Cancelling your Friends Membership
- 8) Cancellation by Derby Theatre
- 9) Data Protection
- 10) General

1) BENEFITS

1.1 All Benefits and rewards are subject to availability and to these Conditions.

1.2 A valid Friends Membership will entitle you to the Benefits but you acknowledge that some or all of the Benefits may be added to, removed or altered by Derby Theatre at its discretion.

1.3 Your Friends Membership may be used to purchase the stated number of tickets with the Benefits that are outlined at www.derbytheatre.co.uk/friends or in Derby Theatre brochures, subject to availability.

1.4 Any additional fees associated with your Friends Membership and/or relating to the purchase of tickets will be outlined in Derby Theatre brochures, print and at www.derbytheatre.co.uk

1.5 Any ticket purchases made through Derby Theatre to events at Derby Theatre will be subject to Derby Theatre's terms and conditions of sale.

1.6 The Derby Theatre Friends Membership ticket exchange terms are bound by Derby Theatre's ticket exchange policy, the member benefit being that no fee will be charged for making an exchange. Fee-free ticket exchange is offered subject to the date on which you request the exchange being within the Validity Period and cannot be applied retrospectively. Exchanges are subject to availability, and providing 48 hours' notice is given. Ticket(s) can be exchanged for a seat of the same value or higher upon payment of the difference in value, within its current run at the same venue.

2) PURCHASING A FRIENDS MEMBERSHIP

2.1 To purchase a Friends Membership you must be at least 18 years of age and be a resident in the UK.

2.2 A Friends Membership can be purchased online at www.derbytheatre.co.uk/friends, by calling 01332 593939 or by visiting the Derby Theatre Box Office

2.3 Derby Theatre reserves the right to refuse any application for a Friends Membership

2.4 When your application for a Friends Membership has been accepted a contract in accordance with these Conditions has been formed between us and You will be issued with an Friends Membership number and card

2.5 The Benefits can be utilised immediately upon acceptance and you will be issued with Your Friends Membership card within 28 working days.

2.6 Your Friends Membership number and name must be quoted at all times when booking tickets.

2.7 Subject to these Conditions, Your Friends Membership will be valid for the Validity Period.

2.8 If You have paid for your Friends Membership by Direct Debit, payment will not be taken immediately but the Friends Membership will still be valid for the Validity Period and not from the date that payment is taken.

2.9 If You have paid for Friends Membership by Direct Debit, Your Direct Debit agreement is with the University of Derby Theatre Limited and it is the name of this company that will appear on Your bank statements as the payee. You have the right to cancel Your Direct Debit in accordance with the Direct Debit Guarantee below.

2.10 If You purchase a Friends Membership at a promotional price, as indicated at the time the purchase is made, any subsequent renewal payments will be made at the advertised Full Price, unless otherwise stated. You will be notified of the Renewal Fee amount before any payment is taken.

2.11 The Family Friend Membership must include at least one member of the family under the age of 18.

2.12 Derby Theatre reserve the right to change the membership pricing

3) FRIENDS MEMBERSHIP RENEWAL

3.1 At least one month before the expiry of the Validity Period for payments made by credit/debit card, cash or cheque, (not Direct Debit customers) Derby Theatre will offer You the opportunity to renew Your Friends Membership for a further twelve-month period. Any renewals will be subject to payment of the then current Renewal Fee.

4) USING YOUR FRIENDS MEMBERSHIP CARD

4.1 Your Friends Membership card is a personal revocable licence and is, at all times, the property of Derby Theatre

4.2 Derby Theatre reserves the right to refuse to supply you with an Friends Membership Card and can terminate your Friends Membership Card and/or demand the return of Your Friends Membership card and/or cancel it at any time if, in its reasonable opinion, You are in breach of these Conditions.

4.3 Your Friends Membership Card is strictly non-transferable to any third parties. Only the named holder on the Friends Membership Card will be entitled to use the Friends Membership Card and to receive Benefits.

4.4 Any Benefits and tickets obtained in breach of these Conditions will be made null and void and Derby Theatre may refuse to admit the ticket holders to its venues.

4.5 The Initial Fee and any Renewal Fee are non-refundable in the event that a Friends Membership Card is terminated as permitted by these Conditions.

5) LOST OR STOLEN CARDS

5.1 You must inform Derby Theatre if Your Friends Membership Card is lost or stolen.

6) AFTER SALES CARE & COMPLAINTS

6.1 Should You have any queries or issues relating to Your Friends Membership purchase please contact our team on 01332 593939 or email DerbyTheatreFriends@derby.ac.uk

7) CANCELLING YOUR FRIENDS MEMBERSHIP

7.1 Subject to the following, Friends Membership is non-refundable. You have the right to cancel Your Friends Membership within 14 days of Acceptance. If you do choose to cancel within this 14 day “cooling off” period, You will receive a full refund of the Initial Fee upon receipt of Your returned Friends Membership card, provided that Derby Theatre may charge You for any Benefits which you have received since Acceptance by virtue of Your membership, including any discounts, promotions, fee savings and priority booking. Memberships will run for the Validity Period and cannot be cancelled outside of the stated “cooling off” period.

7.2 If You do wish to cancel your Friends Membership and you are eligible to do so, You should call our team on 01332 593939.

7.3 If Your application for Friends Membership has been Accepted and You choose to pay by Direct Debit You have the right to cancel your Direct Debit in accordance with the Direct Debit Guarantee below. If you cancel Your Direct Debit inside the “cooling-off” period your Friends Membership will be cancelled automatically and the terms of Clause 7.1 will apply. If You cancel Your Direct Debit outside of the “cooling off” period You are required to pay to Derby Theatre on demand within 7 working days of Derby Theatre notifying You in writing (including by email) the full amount of the Initial Fee (or, as the case may be, the relevant Renewal Fee) by another payment method. If you do not pay the Initial Fee You will be in breach of these Conditions and Derby Theatre will cancel your Friends Membership. Derby Theatre also reserves the right to require that You pay to Derby Theatre on demand (a) the full amount of the Initial Fee (or, as the case may be, the relevant Renewal Fee) or (b) the value of any Benefits received since Acceptance, including any applicable ticket or booking fees that would have applied to the purchase of tickets had You not held a valid Friends Membership, whichever is the lower.

7.4 The Direct Debit Guarantee:

The Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of Your Direct Debit the organisation will notify you (normally 10 working days) in advance of your account being debited or as otherwise agreed. If you request the organisation to collect a payment, confirmation of the amount and date will be given to you at the time of the request. If you do not wish to renew your payment, you are required to notify Derby Theatre within 10 working days of receiving notification that your payment is due.

If an error is made in the payment of Your Direct Debit, by the organisation or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.

If you receive a refund You are not entitled to, You must pay it back when the organisation asks You to.

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify the organisation.

* The Guarantee covers Direct Debit payments. It cannot be used to address contractual disputes between you and the billing organisation.

8) CANCELLATION BY DERBY THEATRE

8.1 Derby Theatre may cancel Your Friends Membership if You provide any false information at the time of Acceptance, You misuse Your card in anyway or there is any irregularity in the payment of any fees for Your Friends Membership or tickets.

8.2 If Derby Theatre do cancel Your Friends Membership as permitted by these Conditions You will not be entitled to any refund of Your Initial Fee or any Renewal Fee.

9) DATA PROTECTION

9.1 You must ensure that the information provided by You when You Accepted Your Friends Membership is accurate and complete and contains Your correct name, contact address, telephone number and/or email address and any other requested details.

9.2 It is your responsibility to inform Derby Theatre of any personal detail changes.

9.3 Once you have opted in, Derby Theatre will use this personal data to provide you with all information connected with Your Friends Membership including; ticket offers, Benefits, renewals, Brochures, newsletters, events, offers, and changes to the Friends Membership scheme. To opt in visit your online account and update your preferences. However, you can opt out of receiving marketing communication from us at any time by updating your preferences in your online account.

10) GENERAL

10.1 If any part of these Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from these Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

10.2 These Conditions (as amended from time to time) contain the entire agreement and understanding between You and us in respect of all matters which are referred to herein and supersede any prior written or oral agreement between us relating to such matters. No oral explanation or oral information given by either of us shall alter the interpretation of these Conditions. You confirm that, in agreeing to accept these Conditions, You have not relied on any representation that is not expressly included herein and you agree that You shall have no remedy in respect of any misrepresentation which has not become a term of these Conditions. However, nothing in these Conditions purport to exclude liability for any fraudulent statement or act.

10.3 These Conditions will be exclusively governed by and construed in accordance with the laws of England and Wales whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.