

Please read these terms and conditions carefully before using the site or visiting our venues.

Terms & Conditions of website use

Welcome to our website, <https://foodanddrink.order.theatreroyal.co.uk/> which is accessible via your computer or your portable hand-held device. The Website is the property of Newcastle Theatre Royal Trust LTD (“us”, “we” or “our” for short). We are registered in England and Wales under company number 01217427 and have our registered office at Newcastle Theatre Royal, 100 Grey Street, Newcastle Upon Tyne, NE1 6BR. Our VAT number is 289 8158 35. For the purposes of these Terms of Use “you” and “your” means you as the user of our Website.

To contact us, visit write to the address above.

We have set out the terms under which we are providing you with access to our Website and its products and services. These include the terms and conditions that govern:

- your use of our Website (including the mobile optimised version of our Website accessible from your portable hand-held device);
- your use of the services and products offered through our Website;
- your rights to link to our Website; how we will use and protect information about you (see our separate “Privacy and Policy”) and your obligations when uploading comments to our Website (see our “Content Standards” below).

Collectively these documents are termed as the “Terms of Use”.

We may change our Terms of Use from time to time. The revised Terms of Use will be available via the Website. You should check the Terms of Use regularly to ensure that you are happy with any changes. You will be deemed to have accepted any changes to the Terms of Use if you continue to access or use the Website.

Use of this website

These Terms of Use set out how you may use our Website. By accessing the Website, you agree to these Terms of Use. If you do not agree to these Terms of Use, you should not use the Website. You should read all the Terms of Use prior to using the Website. You should also save and/or print out a copy of these Terms of Use for future reference.

Specific terms

Our website may contain specific terms that are respective for the area you are contained within, if such terms exist they will be displayed where applicable. These terms only relate to the specific products or services mentioned. If there is a conflict between these general Terms of Use and the specific terms, the relevant specific terms will take precedence.

Accessing our website

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. Access to our Website is permitted on a temporary basis. We update our website regularly and so may change the content at any time without notice to you. We reserve the right to withdraw, vary or suspend the service at any time without notice.

You are responsible for making all arrangements necessary to access this Website. You are also responsible for ensuring that all persons accessing our Website through your internet connection are aware of these Terms of Use.

Updated: 2 Sept 21

Please note that use of our Website is subject to your computer and/or portable device complying with our minimum standard technical specification and compatibility notice. You are advised to check this specification to ensure that your computer and/or portable device is compatible with our products and services and we shall not be liable for any failure arising in the Website which arises from incompatibility (including, without limitation, minimum storage and memory requirements from time to time).

Reliance on information posted

The content on our site is provided for general information only. Materials posted on our Website are not intended as advice and should not be relied upon as such. We therefore disclaim all liability and responsibility arising from any reliance placed on such information to the fullest extent permissible by local law.

Where we provide details of our food and drink menus, we make no promise that those details will be available in a particular venue on a particular day – all menus are subject to availability.

Intellectual property

You may access, view and print out one copy of this Website and all information, images, and other content displayed on the Website (“Materials”) strictly in accordance with these Terms of Use.

You may only view, print out, use, quote from and cite the Website and the Materials for your own personal, non-commercial use and on the condition that you give appropriate acknowledgement where appropriate to Social Entertainment Ventures Limited. All intellectual property rights in and to the Website and the Materials are either owned by or licensed to us and your use of the Website and Materials is subject to the following restrictions. You must not:

remove any copyright or other proprietary notices contained in the Materials;

use any Materials from the Website in any manner that may infringe any copyright, intellectual property right or proprietary right of us or any third parties; or

reproduce, modify, display, perform, publish, distribute, disseminate, broadcast, frame, communicate to the public or circulate to any third party or exploit this Website and/or the Materials for any commercial purpose, without our prior written consent.

Trade marks

We expressly reserve all rights in and to the our domain name and all related domains and sub-domains, our trading name, our logo, service marks, trading names and/or trademarks. Other trademarks, products and company names mentioned on the Website may be trademarks of their respective owners or licensors and the rights in such marks are reserved to their respective owners or licensors.

Linking to our website

You may link to any page of the Website, for non-commercial purposes provided that you do so in a way that is fair and legal and which does not damage our reputation or take advantage of it. For the avoidance of doubt, the linking site must not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. You must not link to our Website in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not remove or obscure by framing or otherwise, advertisements, any copyright notice, or other information published on the Website. Our Website must not be framed on any other site.

Views and opinions expressed in user generated content linked from this Website are the opinions of those users and do not represent the views, opinions, beliefs or values and we accept no responsibility for such content. If you would like to link to our site for commercial purposes or any purpose not included above, please contact us. We reserve the right to withdraw linking permission at any time and without notice.

We are not responsible for viruses and you must not introduce them.

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Jurisdiction and Applicable Law

The English courts will have jurisdiction over any claim arising from, or related to, a visit to our Site, Venue or use of our services. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Ordering Through the Application

Please read these Terms of Use carefully before ordering any Items from the Application. If you have any questions relating to these Terms of Use please contact staff before placing an order.

By using the Application, you confirm that you accept the terms of this policy and that you agree to comply with them. If you do not agree to these terms, you must not use the Application.

Service Availability

The availability of the ONVI order app service is limited to the opening hours outlined within the app. Orders can be placed either on or off the premises for collection at specified times within the service availability periods. Products are subject to availability at the time of fulfilment. Order periods are capped and in the event that your preferred slot is not available you will be required to choose an alternative.

We do not guarantee availability of our service and we reserve the right to change service periods or available products without notice. All confirmed orders will be honoured or a suitable alternative or refund offered.

Consumption of food, drinks and snacks within the auditorium is subject to the restrictions set out by NTRT. We reserve the right to make changes to our food and drinks policy without notice. Refunds will not be provided for orders that are not permitted to be consumed within the auditorium or any other prohibited areas.

Orders

When you place an order through the Application, it needs to be accepted by us before it is confirmed. You will receive a notification to state your order has been accepted and will contain a reference number in relation to your order (the "Order Confirmation"). The contract for the supply of any Item you have ordered comes into existence when we send the Order Confirmation. Products

are subject to availability at the time of fulfilment and in the event your chosen product is not available you will be offered a suitable alternative of equal value or a refund.

Orders will be fulfilled within the agreed service periods or within a reasonable period thereafter. Customers will not be eligible for compensation for orders that are delayed unless such a delay results in the customer being unable to consume the item(s) or whereby the items are of unsatisfactory quality. Customers will not be eligible for compensation if orders are prepared and they are not collected by the customer within the agreed service period.

Payment

Payment services are provided by an approved third party. You are responsible for paying for all Items ordered using your mobile device, and for complying with these Terms of Use, even if you have ordered the Item for someone else. We may operate a minimum order value subject to the needs of the operation.

Prices, Payment and Offers

Prices include VAT. You confirm that you are using our Service for personal, non-commercial use unless you request a VAT invoice. We reserve the right to change prices and service fees at any time at our discretion. You will be notified of any applicable Service Fee and taxes prior to purchase on the checkout page on the Application. No changes will affect existing confirmed orders, unless there is an obvious pricing mistake. Nor will changes to prices affect any orders in process and appearing within your basket, provided you complete the order within 1 hour of creating the basket. If you do not conclude the order before the 1-hour cut-off the items will be removed from your basket automatically and the price change will apply. If there is an obvious pricing mistake we will notify you as soon as we can and you will have the choice of confirming the order at the original price or cancelling the order without charge and with a full refund of any money already paid.

The total price of your order will be set out on the checkout page on the Application, including the prices of Items and applicable Service Fees and taxes.

Payment for all Items will be made on the Application by credit or debit card, or other payment method made available by us. Once your order has been confirmed your credit or debit card will be authorised and the total amount marked for payment.

Offers and promotions are subject to availability at the time of order.

Allergens

Allergen information is available from staff. Please contact our staff prior to ordering if you have an allergy.

Alcohol

Alcoholic beverages can only be sold and served to persons aged 18 or over. By placing an order for alcohol, you confirm that you are at least 18 years old. NTRT operates the Challenge 25 age verification policy whereby customers who look under 25 will be asked to provide proof that they are aged 18 or over. We will refuse to deliver any alcohol to any person who does not look 25 unless they can provide valid photo ID proving that they are aged 18 or over. We also refuse to serve any

alcohol to any person who is, or appears to be, under the influence of either alcohol and/or drugs. If the serving of alcohol is refused, you will still be charged.

Cancellation

You may cancel an order without charge at any time before we have started preparing the Items (a "Started Order"). If you wish to cancel an order before it becomes a Started Order, please contact a member of staff immediately. If we confirm the order was not a Started Order we will refund your payment. If you cancel any order after it becomes a Started Order, you will be charged the full price for the Items.

We reserve the right to notify you that an order has been cancelled at any time. You will not be charged for any orders cancelled by us, and we will process the reimbursement for any payment already made using the same method you used to pay for your order. Compensation will not be provided for orders that are cancelled by NTRT.

Replacements and refunds

You have a legal right to receive goods which comply with their description, within the agreed service period or a reasonable period thereafter, which are of satisfactory quality and which comply with any specific requirements you tell us about (and we agree to) before you place your order. If you believe that the Items you have been served do not comply with these legal rights, please let staff know. A replacement or refund in respect of the affected part of the Item will be provided, unless we have reasonable cause to believe that the problem occurred after the item was served. Replacements and refunds will not be provided for customer order errors where products have already been prepared or issued, or in the event the customer is not available to receive their order within the agreed service period.

Refunds will be made directly via the original payment method and via Stripe Financial Services.

Loss or Damage

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation, for breach of your legal rights in relation to the Items; or for defective Items under the Consumer Protection Act 1987.

Please note that we only provide the Application for domestic and private use. You agree not to use the Application for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We are not responsible for any loss or damage that you suffer as a result of your own breach of these Terms of Use, or as a result of any IT hardware or software failure other than a failure in the Application.

Data Protection

Your data is controlled and processed by ONVI in line with the ONVI Privacy Policy and by Newcastle Theatre Royal Trust LTD in line with our Privacy Policy which can be found [here](#)

Other Terms

Updated: 2 Sept 21

We amend these Terms of Use from time to time. Every time you wish to use the Application, please check these Terms of Use to ensure you understand the terms that apply at that time. Changes to the Terms of Use will not affect any orders you have placed where we have sent the Order Confirmation.

The Terms of Use are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

We are required by EU law to provide this link to the EU's online dispute resolution portal, however we do not participate in dispute resolution under this process.