

**TERMS AND CONDITIONS FOR THE PURCHASE OF TICKETS FOR EXHIBITIONS AND EVENTS
AT V&A DUNDEE (DESIGN DUNDEE LIMITED)**

Legal information:

1. DEFINITIONS

In these terms and conditions the following words shall have the meanings set out below:

“Confirmation”	means the confirmation email sent to you by V&A Dundee under clause 4.2.3 acknowledging your booking and setting out the details of your booking.
“Contract”	means any contract for the purchase of Tickets or places for Events made between you and V&A Dundee and which shall be governed by these terms and conditions.
“Event”	means any event offered for sale by or organised by V&A Dundee including, but not limited to, workshops, screenings, conferences, talks, performances, musical events, museum takeovers, museum Lates as well as free tours.
“Exhibition”	means any exhibition offered for sale at V&A Dundee
“Gift Voucher”	means a gift voucher issued solely by V&A Dundee.
“Afternoon Tea”	means the specific Afternoon Tea event, sold by V&A Dundee on behalf of the catering partners Heritage Portfolio, who deliver the event.
“Online Ticketing Journey”	means the process of booking tickets for exhibitions and events on the V&A Dundee website.
“Ticket”	means any ticket for attending: i. an Exhibition or Event staged in the V&A Dundee premises, including but not limited to, an Exhibition, Event, Tour or Afternoon Tea; ii. any Event organised by V&A Dundee in offsite locations offered for sale by V&A Dundee or its authorised agents and any reference in these terms and conditions to an “activity” shall include any of these.
“V&A Dundee”	Dundee Design Limited whose registered office is Whitehall House, 33 Yeaman Shore, Dundee, DD1 4BJ and principal trading address is 1 Riverside Esplanade, Dundee, Scotland, DD1 4EZ. Registered in Scotland company number SC370598. Registered charity number SC041219. VAT registration number 304 1037 63, trading as “V & A Dundee”.

2. GENERAL

- 2.1.** These terms and conditions relate to the purchase and supply of Tickets for Exhibitions, Events, Tours and Afternoon Teas, in person, over the phone and via the

V&A Dundee website. Please read these terms and conditions carefully before booking or purchasing any Tickets as by doing so, you accept that these terms and conditions will govern all Contracts.

- 2.2.** Nothing in these terms and conditions is intended to affect your statutory rights.

3. PURCHASING TICKETS

- 3.1.** When purchasing Tickets to Exhibitions and/or Events (including multiple Tickets), you acknowledge that by placing your order, you are accepting these terms and conditions and are fully responsible for payment for all Tickets, places at Events.
- 3.2.** If there are any changes to your details once your booking has been concluded then it is your responsibility to inform V&A Dundee of these changes.
- 3.3.** V&A Dundee reserves the right to place restrictions on:
- i. the volume of Tickets ordered;
 - ii. the number of places booked for Events;
 - iii. age of attendees or participants; and
 - iv. ratio of children to adults.
- 3.4.** It is your responsibility to check any Tickets issued to you are accurate.
- 3.5.** Any purchase of Tickets is only valid when processed by V&A Dundee or an agent authorised by V&A Dundee.
- 3.6.** If you wish to transfer your place at an Event into someone else's name, you must contact V&A Dundee's Enquiries team by either email or telephone at least 24 hours before the start of the event.
- 3.7.** Except as permitted by clause 3.6 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 exhibition or event.
- 3.8.** Tickets for Exhibitions and Events will be for a specific start time. V&A Dundee cannot guarantee admission to customers who arrive more than 30 minutes after the time stated on their Ticket to an Exhibition, or 10 minutes after the time stated on their Ticket to an Event.

4. ADDITIONAL PROVISIONS APPLYING TO TICKETS PURCHASED ON THE V&A DUNDEE WEBSITE

- 4.1.** The website <https://www.vam.ac.uk/dundee> is owned and operated by V&A Dundee.
- 4.2.** If you choose to purchase Tickets and places at Events on the V&A Dundee website, your Contract with V&A Dundee will be concluded as follows:
- 4.2.1. completion of the Online Ticketing Journey shall constitute an offer by you to purchase Tickets subject to these terms and conditions.
 - 4.2.2. once payment has been taken, an onscreen confirmation will be displayed and you will receive an immediate email confirmation from V&A Dundee followed by your tickets. This Confirmation shall constitute V&A Dundee acceptance of your booking. A Contract will be formed once you have received the Confirmation;
 - 4.2.3. Your tickets will be received via email as stated above. Visitors must show the email or a printed version of it on arrival at the gallery entrance at V&A Dundee.
 - 4.2.4. if V&A Dundee received a prompt notification that the Confirmation was not delivered successfully, then V&A Dundee will use reasonable endeavours to

notify you of its acceptance and the details of your booking by other means.

- 4.3. The only language available for the conclusion of a Contract online is English.
- 4.4. Subject to clause 15, details of all Contracts concluded online (including the method of payment but not the card details) will be kept on file by V&A Dundee and can be provided to you on request.
- 4.5. You are entirely responsible for entering your details correctly on the Online Booking Form. By submitting an Online Booking Form you warrant to V&A Dundee that all details supplied by you are true and accurate.

5. GIFT VOUCHERS

- 1. Two specific types of Gift Vouchers are available i) Gift Memberships and ii) Food & drink vouchers for Tatha Bar & Kitchen.
- 2. Gift Vouchers can be purchased in person, by phone or on the V&A Dundee website.
- 3. Delivery of Gift Vouchers will be via email unless otherwise stated or requested.
- 4. V&A Dundee Gift Vouchers can be redeemed either using the gift voucher, a print out of the emailed gift voucher or by showing the attached gift voucher pdf on a mobile device providing that the voucher code is visible and can be scanned.
- 5. V&A Dundee Gift Vouchers cannot be refunded or exchanged for cash.
- 6. If the intended purchase is of lower value than the total of the Gift Voucher then the remaining balance will remain on the Gift Voucher to be used at a later date.
- 7. If the intended purchase is of higher value than the total of the Gift Voucher then the remaining balance will require to be made up with credit card, cash or another accepted payment type.
- 8. The V&A Dundee gift voucher terms and conditions (accessed at "[Terms of Use](#)") apply to the purchase and use of Gift Vouchers.

6. PRICE AND PAYMENT

- 6.1. The price (including all taxes where relevant) of all Tickets for Exhibitions and Events booked online are specified on the V&A Dundee website.
- 6.2. The price (including all taxes where relevant) of all Tickets for Exhibitions and Events booked over the phone or in person are as displayed on the V&A Dundee website or will be provided to you at the time of booking.
- 6.3. For bookings made online over the V&A Dundee website, V&A Dundee accepts payment by MasterCard, Visa, American Express or Gift Voucher.
- 6.4. For bookings made over the phone or in person, V&A Dundee accepts payment by MasterCard, Visa, American Express, Gift Voucher, BACS or cheque.

7. CONCESSIONS

- 7.1. Available concessions and their eligibility criteria can be found at www.vam.ac.uk/dundee on each Event or Exhibition specific page on the website.
- 7.2. You may be asked to show valid ID proving eligibility for concessions offered on Tickets. Failure to do so may result in admission being refused without refund.
- 7.3. V&A Dundee reserves the right to limit the number of concessions available.

8. DELIVERY OF TICKETS/CONFIRMATION OF BOOKING

- 8.1. Delivery of Tickets and/or confirmation of booking will be via email unless otherwise

stated or requested. Tickets will be accepted on mobile devices providing that the QR code is visible for scanning.

8.2. Tickets purchased on site will be provided as a physical ticket. The order number will be printed on said ticket for reference.

8.3. If booking over-the-phone, Tickets can be arranged to be picked up on arrival to V&A Dundee by request. There is no extra charge for tickets being delivered this way.

9. REFUND AND EXCHANGE POLICY FOR TICKETS

9.1. Subject to clause 9.2 V&A Dundee shall not be obliged to refund your Tickets after purchase.

9.2. In the event that V&A Dundee is unable to run an Event or Exhibition or allow you to redeem your Ticket on the date(s) agreed because the Event, Exhibition or activity in question is no longer available or taking place, V&A Dundee will refund you the price paid for the Tickets purchased.

9.3. Exhibition or Event Tickets may be exchanged or refunded in exceptional circumstances at the discretion of the Visitor Operations Manager or team member acting on their behalf.

9.4. Subject to clause 9.2, V&A Dundee will issue a refund to you using the same method of payment that you used to purchase the Tickets.

10. REFUND AND EXCHANGE POLICY FOR AFTERNOON TEA

10.1. Tickets and bookings for an Afternoon Tea are refundable up to 24 hours prior to the time that the Afternoon Tea is booked to take place.

10.2. In the event that a cancellation is made within this 24-hour period, a cancellation fee of £10.00 per person will be charged, with the remaining value being refunded.

10.3. V&A Dundee will issue a refund processed in accordance with this clause 11 to you using the same method of payment that you used to purchase the Tickets.

11. ALTERATIONS

11.1. All Tickets are sold subject to V&A Dundee's right to make any alterations in content or details advertised on the V&A Dundee website or other appropriate location.

11.2. V&A Dundee reserves the right to make non-material alterations to the content or details of any Exhibition or Event.

12. LIABILITIES OF V&A DUNDEE

12.1. Subject to clause 12.3 below, V&A Dundee will only be liable to you for direct and foreseeable losses arising as a result of:

12.1.1. a breach of these terms and conditions by V&A Dundee; or

12.1.2. any negligent act by V&A Dundee arising under or in connection with the Contract.

12.2. The V&A Dundee total liability under clause 12.1 above shall be limited to the total value of the Ticket purchased for the Exhibition or Event for which the loss detailed in clause 12.1 has been suffered.

12.3. Nothing in this clause 12 excludes or limits the liability of V&A Dundee for death, personal injury or fraud.

12.4. V&A Dundee will not be liable in any way if it is prevented from performing its obligations under or arising from any Contract due to factors which are beyond V&A Dundee's reasonable control. Without limiting the foregoing, the following shall be regarded as caused beyond V&A Dundee's reasonable control:

12.4.1. acts of God, which includes but is not limited to earthquake, floods, cyclones, fire, storms, disease, fog, snow or frost;

12.4.2. force majeure which includes but is not limited to war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes and civil commotions.

12.5. V&A Dundee will not be liable for any losses incurred by you in connection with your use of V&A Dundee's website, for any delay in using or your inability to use the website, for any information or Tickets obtained through the website or for any material posted to the website by V&A Dundee or by users of the website.

13. DATA PROTECTION

V&A Dundee will collect, use, store and disclose your personal details in accordance with its [Privacy Policy](#)

14. CONTACT AND COMPLAINTS

If you need to contact V&A Dundee or if you wish to complain about your experience purchasing Tickets or using V&A Dundee's website, you can do so using any of the following methods:

- Email: Info@vandadundee.org
- Post: V&A Dundee, 1 Riverside Esplanade, Dundee, DD1 4EZ

15. ENTIRE AGREEMENT

All the terms of any Contract are contained or are referred to within these terms and conditions.

16. SEVERABILITY

If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

17. SAFETY AND ENJOYMENT

17.1. V&A Dundee reserves the right to refuse admission and may request any Ticket holders and Event participants to leave (taking any such appropriate action to enforce this right) before or during activities if it considers it to be necessary or desirable to do so.

17.2. V&A Dundee reserves the right to limit items which may be brought into V&A Dundee and to search bags, and persons before granting entry. Persons entering V&A Dundee agree to such searches and V&A Dundee reserves the right to refuse entry to, or to eject from V&A Dundee, anyone refusing to submit to such a search.

17.3. Notwithstanding clause 3.9, latecomers will be asked to wait until a suitable break in an Event before being admitted to the venue.

17.4. Food and drink are not permitted in V&A Dundee Exhibition gallery spaces.

17.5. To be admitted to a paid Exhibition space or bookable Event you must be in

possession of a valid Ticket.

- 17.6.** Please note that special effects including but not limited to; smoke effects, strobe lighting, lasers and loud music are occasionally used in Exhibitions and Events. Relevant warnings will be posted outside the Exhibition or Event entrance and on the specific Exhibition or Event page on the V&A Dundee website.

18. THIRD PARTIES

Subject to clause 3.7, no one else has any rights under a Contract. The Contract is between you and V&A Dundee. Nobody else can enforce it and neither you or V&A Dundee will need to ask anybody else to sign-off on ending or changing it.

19. JURISDICTION

These terms are governed by Scots law and wherever you live you can bring claims against V&A Dundee in the Scottish courts. If you live in England, Wales or Northern Ireland, you can also bring claims against V&A Dundee in the courts of the country you live in. V&A Dundee can claim against you in the courts of the country you live in.