TERMS AND CONDITIONS FOR THE PURCHASE OF TICKETS AND LEARNING 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 Learning Events made between you and V&A Dundee and which shall be governed by these terms and conditions.

“Gift Voucher” means a gift voucher issued solely by V&A Dundee.

“Learning Event” means any event offered for sale by or organised by V&A Dundee’s Learning and Innovation Department including, but not limited to, workshops, projects, design for business events and talks.

“Online Booking Form” means the series of pages for the booking of Tickets set out on the V&A Dundee website.

“Ticket” means any ticket for attending:
   i. an exhibition or event staged in the V&A Dundee premises
   ii. commercial tours;
   iii. 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 a “activity” shall include any of these other than Learning Events.

“V&A Dundee” Dundee Design Limited whose registered and principal trading address is Enterprise House, 3 Greenmarket, Dundee, Scotland, DD1 4QB. Registered in Scotland company number SC370598. Registered charity
number SC041219. VAT registration number 195521981, trading as “V & A Dundee”.

2. GENERAL

2.1. These terms and conditions relate to the purchase and supply of Tickets and places for Learning Events both in person, over the phone and via the V&A Dundee website. Please read these terms and conditions carefully before purchasing any Tickets or places for Learning Events 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, PLACES FOR LEARNING EVENTS AND MERCHANDISE

3.1. When purchasing Tickets, places for Learning Events (including multiple Tickets or places at Learning Events) or merchandise (as set out in Clause 3.2 below), 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 Learning Events and merchandise.

3.2. When you purchase Tickets or places for Learning Events, V&A Dundee may also provide you with the opportunity to purchase merchandise that is related to your Tickets or Learning Event, such as event programmes etc. Any merchandise purchased can be collected on the day of the Learning Event/Exhibition. Please contact us if you would like to collect merchandise earlier.

3.3. 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.

3.4. V&A Dundee reserves the right to place restrictions on:
   i. the volume of Tickets ordered; and
   ii. the number of places booked for Learning Events.
   iii. age of attendees or participants
   iv. ratio of children to adults

3.5. It is your responsibility to check any Tickets issued to you are accurate.

3.6. Any purchase of Tickets or places for Learning Events is only valid when processed by V&A Dundee or an agent authorised by the V&A Dundee.

3.7. If you wish to transfer your place at a Learning Event into someone else’s name, you must contact the V&A Dundee’s Ticketing Department by either email or telephone at least one hour before the start of the event.

3.8. Except as permitted by clause 3.6 your Tickets and places at Learning Events may not be transferred or resold for commercial purposes or at a premium. If a Ticket or place at a Learning Event is transferred or resold in breach of this
condition, the bearer of the Ticket or the person claiming the right to attend
the Learning Event will be refused admission to the exhibition or event.

3.9. Tickets for exhibitions will be timed. V&A Dundee cannot guarantee
admission to customers who arrive more than 15 minutes after the time
stated on their Ticket or confirmation of place on a Learning Event.

4. ADDITIONAL PROVISIONS APPLYING TO TICKETS AND PLACES AT LEARNING EVENTS
PURCHASED ON THE V&A DUNDEE WEBSITE

4.1. The website https://www.vandadundee.org and
https://www.vam.ac.uk/dundee are owned and operated by V&A
Dundee (Design Dundee Limited).

4.2. If you choose to purchase Tickets and places at Learning Events over the V&A
Dundee website, your Contract with V&A Dundee will be concluded as follows:

4.2.1. completion and submission of the Online Booking Form shall
constitute an offer by you to purchase Tickets or places at Learning
Events 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;

4.2.2. once you submit the Online Booking Form, V&A Dundee will check
that you have completed all parts of the Online Booking Form and
confirm that you have sufficient funds to cover the total cost of
booking. Upon confirmation of these details, V&A Dundee will then
charge your credit or debit card accordingly. This in itself does not
constitute acceptance of your offer;

4.2.3. once payment has been taken, an onscreen confirmation will be
displayed and V&A Dundee will send you a Confirmation as soon as
possible. This Confirmation shall constitute V&A Dundee acceptance
of your booking. A Contract will be formed once you have received
the Confirmation;

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. 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
   5.1. Gift Vouchers will be available to purchase in person, by phone or on the V&A Dundee website.
   5.2. Delivery of Gift Vouchers will be via email unless otherwise stated or requested.
   5.3. You can opt to collect your Gift Voucher in person from V&A Dundee Information Desk. There is no charge for selecting this option when purchasing Gift Vouchers. The option to collect Gift Vouchers is clearly displayed on the Online Booking Form for those booking online.
   5.4. V&A Dundee Gift Vouchers can be redeemed against all Tickets and Learning Events places, and all items available for sale in V&A Dundee Retail Shop.
   5.5. 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 barcode is visible and can be scanned.
   5.6. V&A Dundee Gift Vouchers cannot be refunded or exchanged for cash.
   5.7. 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.
   5.8. If the intended purchase is of higher value than the total of the Gift Voucher then the remaining balance will be made up with credit card, cash or another accepted payment type.
   5.9. Gift vouchers expire 1 calendar year after the date of purchase. (Gift Vouchers purchased before 15th September 2018 expire on 15th September 2019).

6. PRICE AND PAYMENT
   6.1. The price (including all taxes where relevant) of all Tickets, places at Learning Events and any related merchandise are specified on V&A Dundee website. These details are based on the best available information to V&A Dundee and V&A Dundee is not obliged to conclude any Contract on these terms.
   6.2. The price (including all taxes where relevant) of all Tickets, places at Learning Events and any related merchandise booked over the phone, in person or by post are as displayed on V&A Dundee website or will be provided to you at the time of booking. These details are based on the best available information to V&A Dundee and V&A Dundee is not obliged to conclude any Contract on these terms.
   6.3. For bookings made online over V&A Dundee website, V&A Dundee accepts payment by MasterCard, Visa, American Express and Gift Voucher.
   6.4. For bookings made over the phone, via email, in person, or by post V&A Dundee accepts payment by MasterCard, Visa, American Express, Gift Voucher, BACS and cheque.
6.5. If your Tickets, places at Learning Events or related merchandise are being paid for using a third party Credit/debit card you must provide V&A Dundee with written authorisation from the card holder.

7. CONCESSIONS

7.1. Available concessions and their eligibility criteria can be found at www.vandadundee.org

7.2. Valid ID must be shown proving eligibility for concessions offered on Tickets and places at Learning Events. 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 PLACES AT LEARNING EVENTS

8.1. Delivery of Tickets and confirmation of places at Learning Events 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. You can choose to collect your Tickets or places for Learning Events in person from V&A Dundee Information Desk. There is no charge for selecting this option when booking Tickets or places at Learning Events. The option to collect Tickets and places at Learning Events is clearly displayed on the Online Booking Form for those booking online.

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 allow you to redeem your Ticket on the date(s) agreed because the event or activity in question is no longer available or taking place, V&A Dundee will refund you the face value of the Tickets purchased.

9.3. Exhibition Tickets may be exchanged in exceptional circumstances at the discretion of the General Manager – Visitor Operations.

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 LEARNING EVENTS

10.1. Learning Events places are refundable and exchangeable up until 4 weeks prior to date of the event. In the event that the event is split over several sessions, this date will be 4 weeks prior to the date of the first session you are booked on to.

10.2. After the 4 week prior date has passed V&A Dundee will not exchange your Learning Events places.

10.3. After the 4 week prior date has passed V&A Dundee will not refund your
Learning Events places unless subject to clause 10.4.

10.4. Where the V&A Dundee is unable to provide a Learning Event on the date(s) agreed because the event or activity in question is no longer available or taking place, or must be abandoned (including where there are an insufficient number of participants) V&A Dundee will inform you of this and issue you a full refund (excluding any delivery charges and ancillary expenditure incurred by you) as soon as possible. For these purposes, a Learning Event shall not be treated as abandoned if it is discontinued after one half of such Learning Event has been completed.

10.5. Subject to clause 10.4 V&A Dundee will issue a refund to you using the same method of payment that you used to purchase the Learning Event.

11. REFUND POLICY FOR MERCHANDISE

Where you have purchased merchandise, you have a legal right to change your mind within 14 days or purchase and to receive a refund in respect of that merchandise. Please note that this right does not apply to refunds in respect of Tickets or places at Learning Events. Where you use your Tickets or attend your Learning Event (and therefore collect your merchandise) within this 14 day period, your right to a refund ends when you have made use of your Ticket or attended the Learning Event. We will endeavour to process refunds within 14 days of cancellation (where you have not yet collected the merchandise from us) or within 14 days of return of the goods to us (where you have already collected the merchandise from us).

12. ALTERATIONS

12.1. All Tickets and Learning Events places are sold subject to V&A Dundee’s right to make any alterations in content or details advertised on V&A Dundee website or other appropriate location.

12.2. V&A Dundee reserves the right to make alterations to the content or details of any exhibition or event.

13. LIABILITIES OF V&A DUNDEE

13.1. Subject to clause 13.3 below, V&A Dundee will only be liable to you for direct and foreseeable losses arising as a result of:

13.1.1. a breach of these terms and conditions by V&A Dundee; or
13.1.2. any negligent act by V&A Dundee arising under or in connection with the Contract.

13.2. The V&A Dundee total liability under clause 13.1 above shall be limited to the total face value of the Tickets or Learning Event places purchased.

13.3. Nothing in this clause 13 excludes or limits the liability of V&A Dundee for death, personal injury or fraud.

13.4. 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:

13.4.1. acts of god, which includes but is not limited to earthquake, floods, cyclones, fire, storms, disease, fog, snow or frost;
13.4.2. 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.

13.5. 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.

14. DATA PROTECTION
V&A Dundee’s will collect, use, store and disclose your personal details in accordance with our privacy policy which can be accessed from www.vandadundee.org

15. CONTACT AND COMPLAINTS
If you need to contact V&A Dundee or if you wish to complain about your experience purchasing Tickets or Learning Events or using V&A Dundee’s website, you can do some using any of the following methods:

- Email: info@vandadundee.org
- Post: V&A Dundee, Enterprise House, 3 Greenmarket, Dundee, DD1 4QB

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

17. SEVERABILITY
If any part of these terms and conditions is held to be unenforceable this will not affect the enforceability of the remaining provisions.

18. SAFETY AND ENJOYMENT
18.1. V&A Dundee reserves the right to refuse admission and may request any Ticket holders and Learning 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.

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

18.3. Latecomers will be asked to wait until a suitable break in the Learning Event
before being admitted to the venue.

18.4. Food and drink are not permitted in V&A Dundee Exhibition spaces.
18.5. To be admitted you must be in possession of a valid Ticket.
18.6. Please note that special effects including but not limited to; smoke effects, strobe lighting, lasers and loud music are occasionally used in exhibitions, details of which will be posted outside the exhibition entrance and on the specific event page on the V&A Dundee website.

19. THIRD PARTIES
Nothing contained in any Contract is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any third party.

21. JURISDICTION
Each party irrevocably agrees that the Scottish Courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

21. GOVERNING LAW
The terms of this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be shall be governed by and construed in accordance to Scots Law.