

FRIENDS MEMBERSHIP TERMS AND CONDITIONS

These are the terms and conditions which apply to Friends Membership ('these Conditions'). By purchasing or renewing a Friends membership You agree to be bound by these Conditions.

DEFINITIONS

In these Conditions:

'Capital Theatres' (and 'we', 'our', 'ours' and 'us') refers to Capital Theatres, registered Scottish charity SC018605 of Festival Theatre, 13/29 Nicolson Street EH8 9FT.

'Friends membership Card' means either (a) Your Friends membership card which is issued to You by Capital Theatres or (b) the card which is issued to You as a replacement for Your current Friends membership Card.

'Acceptance' 'Accepted' 'Accepting' means either (a) confirmation by 'Capital Theatres' verbally or in writing (including by email) that Your Friends membership application has been accepted and Your 'Benefits' will commence.

'Capital Theatres venues' means all venues operated by Capital Theatres. 'Benefits' means those Benefits and discounts at Capital Theatre venues 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 Friends membership card. Additional conditions may apply to individual Benefits and discounts.

'Initial Fee' is the fee payable on Acceptance. 'Renewal Fee' means the fee payable by You as set by Capital Theatres at the end of the first 12-month Validity Period and for any subsequent 12-month periods thereafter.

'Our terms and conditions of sale' means those terms and conditions that apply to our customers purchasing tickets and attending any Capital Theatres venue as published from time to time.

'Our website' means www.capitaltheatres.com

'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 Your Friends Membership and means the period during which

Your Friends Membership is valid in accordance with these Conditions.

'Working Day' means Monday to Friday, excluding any Public or Bank Holidays.

'You' means you or anybody who in Our reasonable opinion is acting with your authority or permission. 'Your' shall be read accordingly.

SECTION OUTLINE

- 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 Capital Theatres
- 9.** Data Protection
- 10.** General

1. BENEFITS

1.1 All Benefits 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 Capital Theatres at its discretion.

1.3 Additional Benefits offered by external companies are beyond the control of Capital Theatres and may be subject to change without notification.

1.4 Friends Discounts and advance notification of shows are only available on specified shows.

1.5 Discounts may vary from show to show and may occasionally be capped or time limited.

1.6 Discounts and offers apply to full price tickets only. Only one discount per ticket. Any additional fees associated with Your Capital Theatres Friends membership and/or relating to the purchase of tickets will be outlined in Capital Theatres brochures, print and at www.capitaltheatres.com/friends

1.7 Any ticket purchases made through Capital Theatres box office to events at Capital Theatres venues will be subject to Capital Theatre's terms and conditions of sale.

1.8 A Friends Membership gives access to 2 for 1 ticket offers on one pair of tickets for most Opening Nights, or 20% off on up to 2 tickets. The discount only applies to one pair of tickets per show. Friends receive a priority booking period for most shows before they on general sale, exclusions may apply

1.9 Friends receive e-newsletters which provide information about upcoming shows before everyone else.

1.10 Named members must reserve, book and pay for bookings under their own record.

1.11 Each Friend's card entitles the bearer to 20% on up to 2 drinks at our bars. Each friends card also entitles the bearer to 20% off up to 2 meals and 2 drinks at the Festival Theatre cafe. Please show ID at the time of purchase.

1.12 Any Friend making a group booking will be entitled to use their friends discount as part of a group of 8+ people

1.13 Friends Membership does not confer discounts on merchandise, programmes, ice creams or sweets.

1.14 It is your responsibility to check upon receipt of your tickets, that you have tickets for the correct production, date and time with the correct discounts.

2. PURCHASING A FRIENDS MEMBERSHIP

2.1 A Friends membership can be purchased online at www.capitaltheatres.com/friends or in person at our Box Offices in our theatres, or by calling 0131 529 6000.

2.2 Capital Theatres reserves the right to refuse any application for a Friends membership.

2.3 When Your application for Friends membership has been Accepted a contract in accordance with these Conditions has been formed between us and You will be issued with an Capital Theatres Friends Membership card.

2.4 The Benefits can be utilised immediately upon Acceptance and You will be issued with Friends Membership Card within 28 working days.

2.5 Your Friends Membership Card number must be quoted at all times when booking tickets.

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

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

2.8 If You have paid for Your Friends membership by Direct Debit, Your Direct Debit agreement is with Festival City Theatres Trust 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.

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) FCTT 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 license and is, at all times, the property of Capital Theatres.

4.2 Capital Theatres reserves the right to refuse to supply You with a Friends membership and can terminate Your Friends membership 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 Capital Theatres Friends membership 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 Capital Theatres 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 Capital Theatres 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 please contact our Friends team on 0131 529 6002 or email friends@capitaltheatres.com We will acknowledge all customer correspondence within 5 working days.

7. CANCELLING YOUR FRIENDS MEMBERSHIP

7.1 Subject to the following, Capital Theatres 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 Capital Theatres 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 Friends team on 0131 529 6002. Your cancelled Friends membership card should be returned to us at the following address: Capital Theatres Box Office, Festival Theatre, 13/29 Nicolson Street EH8 9FT

7.3 If Your application for an Capital Theatres 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. 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 Capital Theatres on demand within 7 working days of Capital Theatres 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 Capital Theatres will cancel Your Friends membership. Capital Theatres also reserves the right to require that You pay to Capital Theatres 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 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 CAPITAL THEATRES

8.1 Capital Theatres may cancel Your Capital Theatres 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 Capital Theatres 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 Capital Theatres of any personal detail changes.

9.3 Capital Theatres will use this personal information to provide You with all information connected with the supply of Your Friends membership including; ticket offers, Benefits, renewals, brochures and newsletters, events, offers, changes to the Capital Theatres Friends membership scheme.

9.4 By Accepting a Friends membership You consent to Your information being used in this way.

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 Scotland 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.