

RAF AIR DEFENCE RADAR MUSEUM
TICKETS - TERMS & CONDITIONS OF BOOKING

1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we sell all tickets to the RAF Air Defence Radar Museum (the “**Museum**”). This includes (but is not limited to) the following types of tickets (together “**Tickets**”):

- (a) Entry Tickets: for general admission to the Museum’s permanent collection;
- (b) Exhibition Tickets: for entry to temporary, special or paid-for exhibitions; and
- (c) Event Tickets: for entry to events held on-site at the Museum.

1.2 **Why you should read them.** Please read these terms carefully before you submit your booking to us. These terms tell you who we are, how we will sell Tickets to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 **Who we are.** We are Royal Air Force Air Defence Radar Museum a charity established in England and Wales. Our charity number is 1058887 and our address is RAF Air Defence Radar Museum, Birds Lane, Neatishead, Norfolk, NR12 8YB.

2.2 **How to contact us.** You can contact us by telephoning us at +44 (0)1692 631 485 or by writing to us either at the address above or at manager@radarmuseum.co.uk.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us when booking.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Your booking

3.1 When you make a booking with us, the first named person on the booking agrees on behalf of all persons named on the booking that he/she:

- (a) has read these terms and has the authority to and does agree to be bound by them;

- (b) consents to our use of personal data in accordance with our Data Protection Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities);
- (c) is over 18 years of age and, where placing an order for Tickets with age restrictions, declares that he/she and all members of the party are of the appropriate age to purchase those Tickets;
- (d) accepts financial responsibility for payment of the booking on behalf of all persons named on the booking.

4. Booking your Ticket

- 4.1 **How we will accept your booking.** Our acceptance of your booking will take place when we send you a booking confirmation email, at which point a contract will come into existence between you and us, governed by these terms.
- 4.2 **How we will send you your Ticket.** The booking confirmation email that we send to you will contain a link to allow you to download your Ticket.
- 4.3 **Your responsibility to check your documents.** It is your responsibility to check the booking confirmation, Ticket and any other documents we send you carefully and to let us know immediately in the event of any error or inaccuracy, as it may not be possible to make changes later.
- 4.4 **If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this in writing and will not charge you. If you have already made payment, we will refund this to you. This might be because the Tickets are no longer available or because we have identified an error in the price or description of the Tickets.

5. Paying for your Ticket

- 5.1 **Where to find the price of the Ticket.** The price of the Ticket will be the price indicated on the booking pages when you placed your booking. We take all reasonable care to ensure that the price of the Ticket advised to you is correct. However please see clause 5.2 for what happens if we discover an error in the price of the Ticket you booked.
- 5.2 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Tickets we sell may be incorrectly priced. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, cancel your Ticket and refund you any sums you have paid.

5.3 **When you must pay and how you must pay.** We accept payment via credit card or debit card as accepted by ArtFunds' online ticketing system. Full payment for your chosen Ticket is required at the time you place your booking.

6. Using your Ticket

6.1 **Entrance requires an appropriate Ticket.** You will not be allowed to enter the Museum without a valid Entry Ticket. If an exhibition or event requires an Exhibition Ticket or Event Ticket, you will not be allowed to enter or attend that exhibition or event without such a Ticket.

6.2 **Validity of your Ticket.** Your Ticket is valid only for the number of person(s), the date, entry time slot and/or event or exhibition stated on the Ticket's face. During your visit to the Museum you must retain your Ticket safely for production on demand by our representative(s).

6.3 **If you have booked a Ticket via the ArtFund website.** On arrival at the Museum (or at the entry to the exhibition or event for which you hold a Ticket), the following will be required in order to validate any ticket booked through the ArtFund ticketing website:

- (a) Appropriate proof of entitlement to any discounted rate claimed (such as a pension booklet) for each person to be admitted with the Ticket; and
- (b) A legible printout of your Ticket or the display of this on your mobile device.

7. Ticket cancellation

7.1 **Tickets cannot be refunded or changed.** The date, time slot for a special event for which a Ticket has been booked cannot be changed once the booking is complete. Payments for online tickets are non-refundable (except as set out in this clause).

7.2 **If you are unable to visit due to illness or travel restrictions.** If you are unable to visit the Museum or attend an exhibition or event because of illness, suspected illness or because your attendance has been affected by travel restrictions, please contact us via +44 (0)1692 631485 or manager@radarmuseum.co.uk.

7.3 **If we are forced to cancel your Ticket.** It may be necessary in some circumstances for us to cancel your Ticket. If we need to do this (i.e. to cancel a Ticket you booked in advance or to cancel a day of an event for which you have booked a Ticket), we will attempt to contact you to arrange an exchange or refund of your Ticket. This contact will be in the form of an email, so you are advised to check your email inbox before visiting the Museum to avoid an unnecessary journey should your Ticket be cancelled. If an alternative visit date

cannot be arranged, the Museum will refund the full price paid, if any, for your Ticket.

- 7.4 **No refund of charitable donations.** Please be aware that if the price paid for your Ticket is refunded, due to a cancellation or because you upgraded your Ticket to a Friends of the Museum Membership, we will not refund the amount of any donation made at the time your Ticket was purchased. As a charity, we cannot refund donations except in limited circumstances, such as if your donation has been made as a result of fraud or misuse or in the event of accidental duplicate transactions.

8. Ticket resale policy

- 8.1 **No re-sale of Tickets is permitted (without our authorisation).** If a Ticket is resold or transferred for profit or commercial gain by anyone other than us or one of our authorised sub-agents, then that Ticket will be void.

- 8.2 **Ticket's re-sold without authorisation will not grant entry.** If you attempt to enter the Museum, an exhibition or an event with a Ticket that has been resold without our written consent, you may be refused entry to, or ejected from, the Museum. In such circumstances, no refund or compensation will be payable to you by us.

9. Our right to refuse entry

- 9.1 We, at our sole discretion but acting reasonably at all times, reserve the right to refuse to allow entry to the Museum (or any exhibition or event) or to remove you from our premises without any right to a refund if, in our judgement, you breach any of these terms and conditions (including if you arrive outside the date and time slot stated on the face of your Ticket) or if you fail to comply with any reasonable instructions that may give to you from time to time.

- 9.2 We also reserve the right, at our sole discretion, to:

- (a) alter our advertised arrangements for opening and admission to the Museum, or for any exhibition or event;
- (b) cancel any Ticket without notice; or
- (c) close the Museum (or any part thereof) without notice.

10. Your responsibilities

- 10.1 **Complying with notices and restrictions.** Your visit to the Museum, including to any exhibition or event, is at all times subject to any notice to visitors we post on our premises and to the direction, supervision and guidance of our volunteers, which you must comply with at all times. This may include (but is not limited to) directions in relation to health and safety and to the prevention of

the spread of Covid-19 through social distancing and the wearing of personal protective equipment.

- 10.2 **Behaviour.** You are expected to conduct yourself in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, we reserve the right to remove you from our premises with no further liability to you. You and/or your party may also be required to pay for loss and/or damage caused by your actions and you and each member of your party will be jointly and individually liable for any damage or losses caused. We cannot be held responsible for the actions or behaviour of other customers or individuals who have no connection with the Museum.

11. Our responsibilities to you

- 11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
- 11.2 **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; for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to your Tickets.
- 11.3 **We are not liable for business losses.** We only supply Tickets for private use. If you use the Tickets for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. If there is a problem with your Tickets

- 12.1 **How to tell us about problems.** If you have any questions or complaints about your Tickets, please contact us. You can telephone us at +44 (0)1692 631485 or write to us at manager@radarmuseum.co.uk or RAF Air Defence Radar Museum, Birds Lane, Neatishead, Norfolk, NR12 8YB. Alternatively, if you have a problem while visiting the Museum, please speak to one of our volunteers.

13. Events outside our control

- 13.1 We are not responsible for delays or problems that are outside our control.** Except where otherwise expressly stated in these terms we will not be liable to pay you compensation if our contractual obligations to you are affected by events outside our control. For the purposes of these terms, 'events outside our control' means any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and the threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned control.

14. Other important terms

- 14.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 14.2 Nobody else has any rights under this contract.** This contract is between you and all persons named on the booking, and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in booking to end the contract or make any changes to these terms.
- 14.3 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.4 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, we can still require you to make the payment at a later date.
- 14.5 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of your booking in the English courts. If you live in

Scotland, you can bring legal proceedings in respect of your booking in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of your booking in either the Northern Irish or the English courts.