

# Royal Exchange Theatre Plaque Scheme Terms and Conditions 2024



Under our Plaque Scheme, we arrange for a plaque to be engraved with your own personal message and placed on the back of your chosen seat or installed on the floor in the Great Hall in the Royal Exchange Theatre where it will remain for an agreed period.

Certain words used in these Terms have a special meaning. These are set out below:

Our, us, we and the Charity refers to Royal Exchange Theatre Company Limited, a charity incorporated in England (charity no. 255424, company no. 927203) with its registered office at Royal Exchange Theatre Co Ltd, St Ann's Square, Manchester, M2 7DH.

## **Plaque means either:**

Seat Plaque - a simple plaque of approximately [100mm x 30mm] inscribed with your own personal message (no more than 70 characters) and which is installed on the back of a seat in the Royal Exchange Theatre Module.

Floor Plaque- a plaque of approximately [195mm x 65mm] inscribed with your own personal message (no more than 200 characters) and which is installed on the floor in the of the Great Hall at the Royal Exchange Theatre;

You and your refers to the person or entity who makes the Donation to us in exchange for one of the Plaques.

## **1 Plaque Scheme**

1.1 If you make a gift of £750 you are eligible to have a Seat Plaque.

1.2 If you make a gift of £1,500 or more you are eligible to have a Floor Plaque.

## **2 Term**

2.1 Your Plaque will remain in the Royal Exchange Theatre from the date of installation, unless:

we must remove your Plaque for one of the termination reasons set out below.

## **3 Donations**

3.1 You may pay the donation either:

(a) in one lump sum or

(b) in 12 equal consecutive monthly instalments, the first instalment to be paid prior to the **installation of your plaque.**

## **4 The Plaque**

4.1 The Plaque that you sponsor remains the property of the Royal Exchange Theatre at all times.



4.2 You may ask for your Plaque be placed on a specific seat or in a specific location in the Royal Exchange Theatre, but this is subject to availability. Plaque locations are allocated on a first come first serve basis, and the theatre reserves the right to refuse a location request.

4.3 The personalised message on your Plaque shall not be offensive, bring the reputation of the Royal Exchange Theatre into disrepute or be used to publicise any business, religious or political affiliations or external information/websites (e.g. by inclusion of a QR code or web address). If you require the wording on your plaque to be altered once you have seen and signed off a proof image, you will have the option to renew the Plaque at an additional cost.

4.3 We reserve the right to alter the layout of an inscription to suit continuity or to cater for artwork, photo plaques or drill holes. Where possible these changes will be reflected on the proof.

4.4 Your Plaque does not constitute a seat ticket or reservation at any performance at the Royal Exchange Theatre.

4.5 From time to time we may remove, obscure from view, cover or otherwise make unavailable your Plaque due to:

(a) any performance, production, theatre hire, building hire, disabled or other access requirement, maintenance procedure or similar which may take place at the Royal Exchange Theatre either regularly or from time to time and which forms part of our business activities; or

(b) any fire, flood, earthquake, unusually severe weather or elements of nature or acts of God, war, embargo, riot, civil disorder, rebellion, revolution; or other causes beyond our control.

We will take reasonable steps to let you know if any of the events listed in 4.4(b) above materially impact the visibility of your Plaque for more than 14 consecutive days. It is the purchasers responsibility to update the theatre of any change of contact details.

4.6 We may have to move your plaque permanently due to a change in the layout of the Royal Exchange Theatre building. If we have to do this, we will take reasonable steps to let you know and consult you on a new location.

4.7 Plaques will be subject to wear and tear. Plaques positioned in areas of high footfall, such as the Bar Exchange, may wear more rapidly than those in other areas. If, in our reasonable opinion, your Plaque is no longer suitable to be on display as a result of wear and tear, damage or the Plaque becomes otherwise unsightly or poses a risk to health and safety, your Plaque will be removed from the Royal Exchange Theatre. We will take reasonable steps to let you know that your Plaque will be removed, and you will have the option to renew the Plaque.



4.8 Plaques can take up to 4 weeks to be delivered and installed. Please make us aware of any deadlines or specific dates you are working towards, and we will do our best to accommodate.

## 5 Termination

5.1 We may have to remove your Plaque where:

- (a) any performance, production, theatre hire, building hire, disabled or other access requirement, maintenance procedure or similar which may take place at the Royal Exchange Theatre either regularly or from time to time and which forms part of our business activities requires that the Plaque is permanently removed (i.e. not just temporarily covered); or
- (b) there is a fire, flood, earthquake, unusually severe weather or elements of nature or acts of God, war, embargo, riot, civil disorder, rebellion, revolution; or other causes beyond our control; or
- (c) the Royal Exchange Theatre relocates to another building;
- (d) we decide, in our reasonable opinion, that your Plaque is no longer suitable to be on display as a result of wear and tear, damage or the Plaque become otherwise unsightly or poses a risk to health and safety;
- (e) we do not receive the balance of your donation within 12 months of you beginning your payment plan (whether you choose to pay in one lump sum or via 12 monthly payments);
- (f) you request us to remove your Plaque,

and in each instance we will try to give you reasonable notice before we remove your Plaque.

## 6 Other general terms to be aware of

6.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) [if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.]

6.3 Complaints. It is our responsibility to supply you with goods that meet your consumer rights. If you have any concerns that we have not met our legal obligations, please contact us.

6.4 Each of the provisions of these Terms are distinct from each other. If one or more provisions becomes illegal, invalid, or unenforceable, this will not affect any of the remaining provisions.



6.5 If we decide not to enforce any part of these Terms or delay enforcing it, such delay or inaction will not affect our right to enforce the same part at a later date.

6.6 No person other than a party to these Terms may enforce any rights under these Terms or under any other agreement, unless we transfer our rights or obligations under this agreement, made in connection with this agreement under the Contracts (Rights of Third Parties) Act 1999.

6.7 These Terms are governed by and shall be interpreted in accordance with English law and any dispute in connection with these Terms will be decided in an English court of law.