TheatreOps Insights: Master Terms (version 1.1)

Part A: General

Part A applies to everyone.

1. About these terms

1.1 TheatreOps Insights is the front-of-house benchmark for UK theatre and arts venues. It is run by SLR Capital Ltd, a company registered in England and Wales with company number 05671072, whose registered office is at 167-169 Great Portland Street, 5th Floor, London W1W 5PF, trading as TheatreOps Insights ("TheatreOps", "we", "us").

1.2 These TheatreOps Insights Master Terms ("these terms") are in three parts:

Part	What it covers	Who it applies to
A: General	Definitions, confidentiality, personal data, liability, changes and legal points	Everyone
B: Data sharing	Sharing your venues' monthly figures, and receiving TheatreOps Monthly	Every venue that shares its figures
C: Subscription	The paid TheatreOps Insights dashboard	Only venues that sign an order form

1.3 Sharing your figures is free. You accept Parts A and B online when you sign up, and the agreement starts then.

1.4 Subscribing to the dashboard means signing an order form. The order form, all three parts of these terms and our privacy notice then make up the agreement, starting when the order form is signed. If they conflict, the order form takes priority, then these terms.

1.5 The agreement is between TheatreOps and the organisation that runs the venues ("you").

1.6 Anyone who accepts these terms, signs an order form or signs in to the dashboard confirms they are authorised to do so on your behalf.

1.7 These terms are for organisations only, not for anyone acting as a consumer.

1.8 This is version 1.1, in force from 18 November 2026.

2. Definitions

2.1 In these terms:

(a) **venue figures** means the monthly summary of each of your venues' trading that we collect under Part B;

(b) **benchmarks** means figures built by combining venue figures from several venues, such as growth rates, shares, averages and the typical venue in a group;

(c) **TheatreOps Monthly** means our monthly newsletter of benchmarks;

(d) **the dashboard** means the paid TheatreOps Insights service described in Part C;

(e) **order form** means the signed form that sets out your venues, plan, users, price and start date for the dashboard;

(f) **user** means a named person at your organisation we have set up to use the dashboard at your request;

(g) **subscription year** means each 12-month period starting on the start date on your order form;

(h) **fees** means the amounts payable for the dashboard under the order form.

3. Confidentiality

3.1 Each side will keep the other's confidential information private, use it only for this agreement, and share it only with people who need it for that purpose and are bound to keep it confidential.

3.2 Confidential information means:

(a) yours: your venue figures, and anything we learn about your business through TheatreOps or our conversations;

(b) ours: anything non-public about how TheatreOps works, our methods, pricing offered to you, and any benchmarks not published.

3.3 Clause 3.1 does not cover information that is already public (other than through a breach of this agreement), that the receiving side already had or developed independently, or that must be disclosed by law.

3.4 Where the law requires disclosure, the disclosing side will tell the other first if it lawfully can.

3.5 We understand that councils and some other public bodies are subject to the Freedom of Information Act 2000 or equivalent laws. If you receive a request that covers our information, please consult us before releasing it.

3.6 Inside TheatreOps, your venue-level figures are seen only by people working for us who need them and are bound to keep them confidential.

3.7 These duties continue for five years after the agreement ends, and for as long as we hold your venue figures.

4. Personal data and security

4.1 Your venue figures are about your organisation, not about people, so they are not usually personal data.

4.2 The personal data we hold is the name, role and email address of your contacts and, if you subscribe, your users' names, email addresses and sign-in records.

4.3 TheatreOps decides how that personal data is used, so we are the controller of it under UK data protection law. Our privacy notice at theatreops.co.uk/privacy explains what we collect, why, where it is kept, how long for, and people's rights. Please make sure the people you give us are aware of it.

4.4 The dashboard's database and app are hosted in London. We use service providers to help run TheatreOps under clause 5. Where any of them process data outside the UK, we rely on the safeguards UK law requires.

4.5 If you need a data processing agreement for your own compliance, ask us and we will provide one.

4.6 We keep your venue figures and personal data secure with reasonable technical and organisational measures.

4.7 If we become aware of a security breach affecting them, we will tell you without undue delay, and in any case within 72 hours of becoming aware of it, and work with you to limit the harm.

5. Service providers

5.1 We use trusted third-party services, including automated tools, to host, process and analyse figures on our behalf. They act only on our instructions and may not use your figures for their own purposes.

5.2 The promises in clause 11 apply to everything that comes out of that work.

6. Liability

6.1 Nothing in this agreement limits either side's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else the law does not allow to be limited.

6.2 Subject to clause 6.1, neither side is liable to the other for loss of profit, revenue, business, goodwill or anticipated savings, or for any indirect or consequential loss.

6.3 The benchmarks are not advice. We are not liable for decisions you make, or do not make, based on TheatreOps Monthly or the dashboard, or for errors caused by the data your EPOS system supplies or by how your sales are categorised in it.

6.4 Subject to clause 6.1, each side's total liability to the other, however it arises, is limited as follows:

Your situation	Each side's total liability
You share figures but do not subscribe	None, except under clause 6.1
You subscribe to the dashboard	In each subscription year, the greater of the fees paid or payable in that year and £5,000
You subscribe, and the claim is for breach of clause 3 (confidentiality) or clause 4 (personal data and security)	Instead of the row above, the greater of two times the fees paid or payable in that subscription year and £25,000

6.5 The limits in clause 6.4 do not apply to your obligation to pay the fees.

6.6 Subject to clause 6.1, we are not liable for:

(a) any damage to, or loss or corruption of, your systems, devices, software or data, including your EPOS system. We only read figures your EPOS supplier provides and cannot change anything in your systems;

(b) any interruption, delay or error in TheatreOps Monthly or the dashboard, or any loss arising from it, and clause 22 applies;

(c) anything caused by services outside our control, including your EPOS supplier, your internet connection and your email provider;

(d) anything that happens under your users' accounts that results from a breach of clause 17.3.

6.7 You are responsible for your own systems, devices, security and backups, and for how you use the figures you receive from us.

7. Changes to these terms

7.1 We may update these terms.

7.2 For Parts A and B, we will email you at least 30 days before a change takes effect, and you can withdraw under clause 13 before it does.

7.3 For a subscription, changes apply from your next renewal and come with the renewal reminder.

7.4 If a change is needed sooner for legal or security reasons, we will give as much notice as we can. If it significantly disadvantages a subscriber, they can end the subscription and get a refund for the rest of the subscription year.

7.5 The promises in clause 11 are never weakened under this clause. We will only weaken them if you agree again, and if you do not, they continue to apply to your venue figures.

8. General

8.1 Events outside our control. Neither side is liable for delay or failure caused by events outside its reasonable control, such as a failure of a hosting provider, the internet or the power supply, or the unavailability of your EPOS reporting. If such an event stops the dashboard for more than 30 days in a row, either side can end the subscription and we will refund fees paid for the period after it ends.

8.2 Transfer. We may transfer this agreement to an organisation that takes over TheatreOps, as long as your rights and the promises in clause 11 are not reduced. We will tell you if we do. You may transfer it only with our written agreement, which we will not unreasonably refuse.

8.3 Feedback. If you send us ideas or feedback, we may use them to improve TheatreOps without any obligation to you.

8.4 Notices. Notices under this agreement are given by email: to us at hello@theatreops.co.uk, and to you at the contact email you gave when signing up or on the order form.

8.5 Whole agreement. These terms, any order form and our privacy notice are the whole agreement between us. Neither side relies on anything not set out in them.

8.6 Severance. If any part of this agreement is found unenforceable, the rest still applies.

8.7 Third parties. Nobody other than you and TheatreOps has any right to enforce this agreement.

8.8 Publicity. We will not name you, or use your name or logo, as a customer or contributor in any marketing, presentation or publication without your written permission.

8.9 Change of control. If TheatreOps or its business is sold, clause 8.2 applies. If your organisation changes ownership or is merged into another, please tell us; this agreement continues unless either side ends it under its terms.

8.10 Anti-bribery and modern slavery. Each side will comply with the Bribery Act 2010 and the Modern Slavery Act 2015, and will not offer, give or accept any bribe in connection with this agreement.

8.11 Disputes. Before going to court, either side will first raise a dispute in writing, and a senior contact on each side will try to resolve it within 30 days. If they cannot, both sides will consider mediation before starting court proceedings. This does not stop either side seeking urgent relief from a court.

8.12 Law. This agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

8.13 Contact. hello@theatreops.co.uk, or SLR Capital Ltd, 167-169 Great Portland Street, 5th Floor, London W1W 5PF.

Part B: Data sharing

Part B applies to every venue that shares its figures, whether or not it subscribes.

9. What we take and how

9.1 We take one summary of each venue's trading a month: net sales, transactions, the split between wet, dry and merch and other, category totals, interval order totals, and related monthly totals.

9.2 We never take anything about your customers, card payments, ticketing or staff, or anything below a monthly total.

9.3 We take the figures read only, from your EPOS reporting. We cannot change anything in your system.

9.4 By accepting these terms you authorise us to collect those figures, and authorise your EPOS supplier to provide them to us.

9.5 We take figures from the month you join, plus up to 24 months before it, so year-on-year comparisons work from the start.

9.6 One acceptance can cover several venues, for example a theatre group signing up all its sites. The venues covered are the ones listed when you sign up, plus any you add later by telling us.

10. You own your figures

10.1 Your venue figures remain yours.

10.2 You give TheatreOps a non-exclusive, royalty-free licence to:

(a) store and analyse them;

(b) combine them, anonymised, with other venues' figures to build benchmarks;

(c) use those benchmarks in TheatreOps Monthly, in the dashboard, and in reports and presentations we publish or give to other organisations;

(d) use them to check, improve and develop our benchmarks and products.

10.3 The benchmarks belong to TheatreOps.

10.4 The licence in clause 10.2 lasts until you withdraw under clause 13.

11. Our promises

11.1 The benchmark only works if every venue trusts that its figures stay private. So we will never:

(a) name your venues, or allow them to be identified, in anything we publish or show to anyone else;

(b) publish or show your absolute revenue or transaction figures to anyone else;

(c) publish or show any figure built from fewer than five venues;

(d) sell your figures, or give them to anyone except the service providers who help us run TheatreOps (clause 5).

12. What you get

12.1 In return for sharing your figures, we send TheatreOps Monthly to the contact you give us when you sign up, and to anyone else at your organisation you ask us to add.

12.2 Anyone can unsubscribe from TheatreOps Monthly at any time. That does not take your venues out of the benchmark.

12.3 There is no fee for sharing your figures, and none will be introduced without your agreement.

12.4 The dashboard is a separate, paid product under Part C. Sharing your figures does not commit you to it.

13. Leaving

13.1 You can withdraw at any time by emailing hello@theatreops.co.uk, for all your venues or just some.

13.2 When you withdraw:

(a) your venues come out of every data collection from then on;

(b) if you ask, we delete their stored figures within 30 days and confirm when it is done;

(c) benchmarks and editions already published or shared cannot be recalled. They only contain combined, anonymised figures, so they cannot be traced back to you.

13.3 If you subscribe, the dashboard depends on your figures, so withdrawing them ends your access to it. Fees already paid are not refunded, and fees for the rest of the subscription year remain payable, unless clause 20 says otherwise.

13.4 We can stop including a venue if its figures cannot be collected or are not reliable enough to use, or if we stop running the benchmark. We will tell you, and delete its stored figures if you ask.

14. Your responsibilities

14.1 You confirm that you have the right to share your venues' figures with us for the purposes in these terms, and to authorise your EPOS supplier to provide them.

14.2 Please tell us if a venue changes hands, closes or changes EPOS system.

14.3 The benchmarks are indicative, not advice. They depend on what venues' systems supply, how sales are categorised and which venues take part in a given month, and we do not promise they are complete or error-free.

Part C: Subscription

Part C applies only when you have signed an order form.

15. The dashboard

15.1 The dashboard shows your venues' front-of-house trading figures against benchmarks built from other participating venues. What your plan includes is set out on the order form.

15.2 You will only ever see your own venues' figures and combined figures for groups of venues. We do not show a comparison built from fewer than five other venues; where a group is too small, we widen it or hide the figure.

15.3 The figures are indicative. Some are known to understate activity; for example, drinks bought at the bar during the interval itself are not tagged as interval orders.

15.4 You remain responsible for your own decisions and for checking figures against your own records.

16. Your licence to use the dashboard

16.1 While your subscription is active and paid, we give you a non-exclusive, non-transferable right for your users to use the dashboard for the venues on your order form, for your organisation's own internal purposes.

16.2 You may share figures, screenshots and reports from the dashboard inside your organisation and with your board, trustees, funders, auditors and professional advisers, as long as they keep them confidential.

16.3 You may not publish them, sell them or share them with anyone else without our written agreement.

16.4 You do not own the dashboard, its software, its design, its benchmark methods or the benchmarks. Everything not expressly licensed to you stays with TheatreOps.

16.5 The licence in clause 16.1 is personal to you. You must not:

(a) sublicense, sell, rent, lend or otherwise make the dashboard available to anyone else;

(b) use the dashboard to provide services to third parties, such as consultancy or benchmarking for other organisations;

(c) let contractors or consultants use it on your behalf without our written agreement;

(d) allow more users than your order form includes.

16.6 We may monitor how the dashboard is used to check that these terms are being kept and to keep it secure.

17. Accounts and access

17.1 Access is by invitation only. We set up each user and link them to the venues they may see, at your request. The number of users included is on the order form.

17.2 Users sign in with a one-time code sent to their email address, and each account is for one named person.

17.3 You must:

(a) make sure users keep sign-in codes and access to their email accounts private, and do not share accounts;

(b) tell us promptly at hello@theatreops.co.uk when a user leaves or should no longer have access;

(c) tell us straight away if you think an account has been used without permission.

17.4 You are responsible for what happens under your users' accounts, unless it results from our failure to keep the dashboard secure.

17.5 We may suspend a user's access if we reasonably believe the account is being misused or puts the security of the dashboard or other venues' data at risk. Where we can, we will tell you first and restore access as soon as the risk is dealt with.

17.6 We may also suspend your access, in whole or in part, if we reasonably need to in order to comply with the law, protect the security of the dashboard or other venues' data, or deal with a breach of clause 16 or 18. We will tell you why, where we lawfully can, and restore access as soon as the reason is resolved. Fees remain payable during a suspension caused by your breach.

18. Acceptable use

18.1 You and your users must not:

(a) try to identify another venue, or work out another venue's figures, from anything the dashboard shows, including by comparing different groups, periods or filters;

(b) give access to anyone who is not a user you have asked us to set up;

(c) try to get round sign-in, access controls or the five-venue rule, test the dashboard's security, or access it by automated means such as scraping, unless we have agreed it in writing;

(d) copy, adapt or reverse engineer the dashboard, or use it to build a competing product;

(e) use the dashboard in a way that breaks the law.

18.2 If you notice something that seems to reveal another venue's figures, please tell us at hello@theatreops.co.uk rather than using it, and we will fix it.

19. Fees and payment

19.1 The fees are set out on the order form. They do not include VAT, which we will add if and when we are required to charge it.

19.2 The fees are an annual price for each subscription year, paid in 12 monthly instalments. We invoice the monthly fee in advance at the start of each month.

19.3 Invoices are payable within 30 days by bank transfer (BACS) to the account shown on the invoice.

19.4 If you add venues or users part way through a month, we charge for them from the start of the following month.

19.5 If an invoice is unpaid 14 days after a reminder, we may suspend access until it is paid. We will not delete your data because of late payment.

19.6 We may charge interest on late payments at the rate allowed by the Late Payment of Commercial Debts (Interest) Act 1998.

19.7 Prices do not change during a subscription year. We may increase the price for the next subscription year by no more than 10%. We will tell you of any increase at least 90 days before renewal, in the renewal reminder, and you can then cancel before renewal under clause 20.3.

19.8 If you dispute an invoice in good faith, tell us within 14 days and pay the part that is not in dispute. We will work with you to resolve it.

20. Subscription period, renewal and cancellation

20.1 Period. Your subscription lasts 12 months from the start date on the order form, unless the order form says otherwise.

20.2 Renewal. At the end of each subscription year it renews automatically for another 12 months. We will remind you at least 90 days before each renewal, with the renewal date, the price for the next year and how to cancel.

20.3 Cancelling at renewal. Either side can stop the subscription renewing by giving notice at least 60 days before the renewal date, by email to hello@theatreops.co.uk. You keep access until the end of the year you have paid for.

20.4 Cancelling during the year. The subscription is a 12-month commitment. You can tell us at any time that you want to cancel, and we will then invoice the fees for the rest of the subscription year in one amount, payable within 30 days. You keep access until the end of that year. The subscription then ends instead of renewing.

20.5 Ending early for a serious breach. Either side can end the subscription straight away by written notice if the other:

(a) seriously breaks these terms and, where it can be put right, does not put it right within 30 days of being asked to; or

(b) becomes insolvent or stops trading.

20.6 If you end the subscription under clause 20.5 because of our breach, no further fees are due and we will refund any fees paid for the period after it ends. If we end it under clause 20.5 because of your breach, the fees for the rest of the subscription year become payable.

20.7 If we stop running the dashboard. We can end the subscription on 90 days' notice if we stop providing the dashboard to all subscribers. No fees are due for any period after it ends.

20.8 Organisations that cannot renew automatically. If your organisation's rules do not allow automatic renewal, say so on the order form. Your subscription will then end at the end of each subscription year unless both sides agree in writing to renew, and clause 20.2 does not apply.

21. Availability, support and changes

21.1 We aim to keep the dashboard available and secure, but we do not promise it will be uninterrupted or error-free, or available at any particular time. We do planned maintenance outside venue trading hours where we can.

21.2 New monthly figures normally appear within 5 working days of the end of each month, but this depends on your EPOS reporting being available.

21.3 Support is by email to hello@theatreops.co.uk on working days. We aim to reply within two working days.

21.4 We may improve, add to or change the dashboard. We will not make a change during your subscription year that significantly reduces what your plan includes without your agreement.

22. No warranties

22.1 We will provide and run the dashboard with reasonable care and skill.

22.2 Apart from clause 22.1, the dashboard, TheatreOps Monthly and the benchmarks are provided "as is" and "as available". We give no warranty or representation about what they can do, their features, or their accuracy, completeness, availability, performance or fitness for any purpose.

22.3 All other warranties, conditions and terms implied by statute, common law or otherwise, including any implied term about satisfactory quality or fitness for purpose, are excluded to the fullest extent the law allows.

22.4 The dashboard is software and may contain bugs and errors. When we become aware of one, we will aim to fix it within a reasonable time. This is not a promise that any particular bug will be fixed, or fixed by any particular time.

22.5 You confirm that you have the right to share your venues' figures with us under Part B, and to agree to these terms.

22.6 You confirm that you have not relied on any statement, demonstration or description of the dashboard that is not set out in these terms.

23. When a subscription ends

23.1 When a subscription ends:

(a) all your users' access ends;

(b) your venue figures stay under Part B: they keep contributing to the benchmark and TheatreOps Monthly unless you withdraw them under clause 13;

(c) users' personal data is kept and deleted as set out in our privacy notice;

(d) any fees owed up to the end date remain payable.

23.2 Clauses 16.4, 18, 19 and 23 continue after a subscription ends, along with Parts A and B.