

# TERMS & CONDITIONS

---

## ACCEPTANCE OF TERMS

These Terms are the terms and conditions ("Terms") on which We make available Our website [www.delfontmackintosh.co.uk](http://www.delfontmackintosh.co.uk) (the "Website") and provide products to You. Please read these Terms carefully before using the Website or ordering any products. By using the Website You confirm that You accept these Terms and You should not use the Website if You do not agree to them. You should keep a copy of these Terms for future reference.

These terms and conditions, where applicable and in reference to the term "Website", apply to the following websites:

[delfontmackintosh.co.uk](http://delfontmackintosh.co.uk)  
[tickets.delfontmackintosh.co.uk](http://tickets.delfontmackintosh.co.uk)  
[gielgudtheatre.co.uk](http://gielgudtheatre.co.uk)  
[noelcowardtheatre.co.uk](http://noelcowardtheatre.co.uk)  
[novellotheatre.london.info](http://novellotheatre.london.info)  
[princeedwardtheatre.co.uk](http://princeedwardtheatre.co.uk)  
[princeofwalestheatre.co.uk](http://princeofwalestheatre.co.uk)  
[sondheimtheatre.co.uk](http://sondheimtheatre.co.uk)  
[victoriapalacetheatre.co.uk](http://victoriapalacetheatre.co.uk)  
[wyndhamstheatre.co.uk](http://wyndhamstheatre.co.uk)

## DEFINITIONS

"Box Office" means the box office located in the theatre at which the performance You purchase a Ticket for is scheduled to take place;

"Distance Selling Legislation" means the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

"Extras" means a Voucher for products other than Tickets;

"Ticket" means a ticket and/or hospitality package You purchase from Us to attend a performance and can also include an electronic-ticket (which is referred to below as an "E-Ticket");

"Voucher" means a gift voucher (whether electronic or paper) and/or SOLT token You purchase from Us;

"Voucher Service" means the facility to exchange Vouchers for Tickets;

"We/Us/Our" means Delfont Mackintosh Theatres Limited, including where appropriate Our employees and authorised agents; and

"You/Your" means you.

## INFORMATION ABOUT US

We are Delfont Mackintosh Theatres Limited a company registered in England and Wales under registration number 02518625. Our registered office is 1 Bedford Square, London WC1B 3RB and our principal place of business is Noël Coward Theatre, St Martin's Lane, London WC2N 4AU. Our VAT number is 577102346.

We subscribe to the Code of Practice of STAR, the Society of Ticket Retailers and Agents, which may be accessed at [www.star.org.uk](http://www.star.org.uk).

If You have any questions, complaints or comments about this Website then please contact Us using the options below:

[EMAIL](#)  
CUSTOMER SERVICES

[CALL](#)  
020 7741 6222

## YOUR USE OF THE WEBSITE

### Registration, Passwords and Security

If You register an account with Us, You are responsible for keeping Your password and user name confidential and for all activities that are carried out using them. You agree to notify Us immediately by email to [customer.service@delfontmackintosh.co.uk](mailto:customer.service@delfontmackintosh.co.uk) or by phone on [0344 482 5138](tel:03444825138) if You become aware of or suspect any unauthorised use of Your password or user name.

### Your promises to Us

You confirm that:

- all information and details provided by You to Us are true, accurate and up to date in all respects. You can update or correct Your personal details at any time by amending Your account details by clicking here; and
- You will comply with the restrictions on Your use of the Website as set out in these Terms.

You agree that in using the Website You will not:

- use the Website for any unlawful purpose or in any way that interrupts, damages, impairs or renders the Website less efficient;
- transfer files that contain viruses, Trojans, worms or other harmful material;

- access or attempt to access the accounts of other users or to penetrate or attempt to penetrate the Website's security measures;
- share any content which is threatening, defamatory, indecent, seditious, offensive, abusive or obscene, or may have the effect of being harassing, threatening or abusive to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or otherwise; or
- advertise or promote third party or Your own products or services.

You agree to compensate Us fully if:

- a claim or legal proceeding is brought against Us by any other person as a result of Your breach of these Terms; and/or
- You have acted negligently, recklessly or in a deliberately harmful way and We have suffered losses as a result of Your use of the Website or any content You have submitted to us.

### **Rights granted and rights reserved**

We reserve the right to suspend, restrict or terminate access to the Website or any part of it at any time without notice. We endeavour to ensure that the Website is always available but do not guarantee that it will be available uninterrupted or error free.

Your use of the Website and its contents grants no rights to You in relation to Our intellectual property rights or the intellectual property of third parties.

You may not copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the web pages or materials on the Website or the computer codes of elements comprising the Website other than for Your own personal use. Subject to the above, You may download insubstantial excerpts of this content for the purpose of viewing it, provided that no more than one copy of any information is made.

Any use other than that permitted under these Terms may only be undertaken with Our prior express authorisation.

### **Links to and from other Websites**

You may link to Our home page provided that You do so in a fair and legal way and not in a way that may damage or takes advantage of Our reputation or that suggests any form of association, approval or endorsement on Our part.

You may not frame Our Website nor may You create a link to any part of Our Website other than the home page unless We give You written permission (which We may withdraw at any time).

Where Our Website contains links to other websites provided by third parties, these links are provided for Your information only and do not constitute an endorsement by Us

of these sites. We have no control over the contents of those sites, and accept no responsibility for them or any loss or damage that may arise from Your use of them.

### **About the information on this Website**

We aim to update Our Website regularly, and may change the content at any time. Any of the material on Our Website may be out of date at any given time and We are under no obligation to update this material.

## **YOUR PURCHASES**

### **The ordering process and order confirmations**

Your order constitutes an offer to Us to buy the relevant product. All orders are subject to availability and to acceptance by us. The contract for purchase of the product is only entered into when We send You an email confirming acceptance of Your offer or display to You a confirmation screen confirming acceptance of Your offer.

We reserve the right to cancel or not accept an order for any reasonable reason (including, but not limited to where We have not been able to obtain authorisation for payment, You have attempted to purchase 10 or more Tickets without Our prior agreement, a product is out of stock or Your purchase does not comply with the COVID Rules (see the section below for details but this could be because You have purchased tickets for individuals outside the same household and/or support bubble as each other)). If We cancel Your purchase, You will be refunded in accordance with these Terms.

### **COVID Rules and Tickets available for purchase**

You must comply with any Government guidelines, laws, regulations or other restrictions imposed from time to time because of COVID-19 and as applicable to the area where the theatre for the relevant performance is located as well as (if different) any relevant rules applicable to where you live or through which you must travel to reach the theatre (the "COVID Rules").

Subject to the COVID Rules, You may only purchase a block of up to 6 Tickets if that entire block will be occupied by individuals in the same household and/or support bubble as each other. For the avoidance of doubt and subject to the applicable COVID Rules, individuals cannot be seated in the theatre with anybody outside their household and/or support bubble.

### **Prices and payment**

The price of a product shall be as stated on this Website at the time You place Your order except in the case of obvious error. Our prices may change at any time but price changes will not affect orders We have confirmed with You. If the price of a product is obviously wrong, We will not be obliged to provide the product to You at that price and

will give You the option of confirming Your order at the correct price or cancelling Your order, in which case You will be refunded the price of the Ticket and your booking fee.

Prices shown are inclusive of UK VAT. However, if the rate of VAT changes between the date of Your order and the date We take payment, We will adjust the rate of VAT that You pay. You may be charged a booking fee which shall be as stated on this Website at the time You place Your order.

It is always possible that, despite Our best efforts, some of the products We sell may be incorrectly priced. We will normally check prices before accepting Your order so that, where the product's correct price at Your order date is less than Our stated price at Your order date, We will charge the lower amount. If the product's correct price at Your order date is higher than the price stated to You, We will contact You for Your instructions before We accept Your order. If We accept and process Your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by You as a mispricing, We may end the contract, refund You any sums You have paid and cancel any Tickets provided to You.

We accept payment by Visa Debit, Visa Credit, American Express and Mastercard, PayPal and Apple Pay. Payment will be debited from Your account at the time of or shortly before confirmation of Your purchase. You confirm that the credit/debit card or other payment device that is being used is yours. All payment systems are subject to validation checks and authorisation by the card issuer or payment solution provider. If the issuer of Your card or other payment solution refuses to authorise payment We will not accept Your order and We will not be responsible for any delay or non-delivery and We are not obliged to inform You of the reason for the refusal.

We are not responsible for Your card issuer or bank charging You as a result of Our processing of Your credit/debit card payment in accordance with Your order.

We reserve the right to provide You with an alternative seat to that stated on the Ticket You purchase, provided that the replacement seat is of the same or greater quality.

### **Providing the products**

We shall deliver your Ticket to you as an electronic-ticket ("E-Ticket") by default. Your E-Ticket can be printed at home or can be used as a paperless ticket on Your mobile phone. Prices shown on the Website include the cost of an E-Ticket. It is Your responsibility to ensure that You can print Your E-Ticket or that You can display Your E-Ticket on Your mobile phone for inspection when requested. We are unable to offer technical support or assistance. You should check with Your network provider regarding any data usage charges that may be incurred for downloading an E-Ticket.

You can select to receive a paper version of your Ticket via standard mail or registered post. If You select standard mail or registered post as Your delivery method, You shall be charged an additional amount when placing Your order as stated on the Website during Your order process as applicable to the selected delivery method. We accept orders for standard mail or registered delivery to the United Kingdom only and products

can only be delivered to the address of the card holder. If You are making a purchase from outside the United Kingdom, You shall select the option to receive an E-Ticket.

We shall send any Tickets via standard mail or registered post (where applicable) no later than 7 days prior to the date of performance and E-Tickets (where applicable) shall be sent no later than 48 hours prior to the date of performance.

We shall endeavour to deliver Your Voucher to You as soon as possible after You place Your order and in any event within 7 days (beginning on the day after the day You place Your order) unless You have agreed a later delivery date. If We consider that We are unable to deliver the product within the timescales set out in this paragraph, We will email to let You know. If You do not receive Your product within 48 hours of the relevant performance You shall notify Us by phone on [0344 482 5138](tel:03444825138) or via email at [customer.service@delfontmackintosh.co.uk](mailto:customer.service@delfontmackintosh.co.uk). In such an event, We shall arrange for a duplicate E-Ticket to be emailed to You or a duplicate Ticket to be left at the Box Office for collection, on the day of, and no earlier than 2.5 hours prior to the start of, the relevant performance.

As soon as the product is delivered to You, or to the person nominated by You to take delivery on Your behalf, You are responsible for it.

If You are unhappy with Your purchase in any way please contact Our customer service team on [customer.service@delfontmackintosh.co.uk](mailto:customer.service@delfontmackintosh.co.uk) as soon as possible.

### **Delfont Mackintosh Theatres Gift Vouchers**

1. Gift vouchers can only be redeemed in accordance with these terms and by booking online, calling [0344 482 5138](tel:03444825138) or at any Delfont Mackintosh Theatres Box Office. Depending on the type of gift voucher that You have, the gift voucher can either be applied to and redeemed against tickets for: (a) any theatre production in a Delfont Mackintosh Theatre; or (b) a specific theatre production in a Delfont Mackintosh Theatre as specified on that gift voucher. Delfont Mackintosh Theatres Limited has absolute discretion on whether to allow a gift voucher specified for a specific theatre production to apply to and be redeemed against any other non-specified theatre production.
2. Gift vouchers will automatically expire 24 months from and including the date they have been issued. Delfont Mackintosh Theatres Limited may consider (at its absolute discretion) an extension to the expiry date of a gift voucher on a case-by-case basis where there are extenuating circumstances to justify such extension being appropriate and fair (such as a global pandemic rendering a gift voucher non-redeemable). Tickets against which a gift voucher may be redeemed will only be issued subject to availability. Gift vouchers may only be redeemed against tickets purchased directly from Delfont Mackintosh Theatres. Gift vouchers do not apply to and cannot be redeemed against any purchases of tickets for shows where such tickets are purchased from any parties other than Delfont Mackintosh Theatres.
3. Gift vouchers can be used as full or part payment for applicable tickets (see paragraph 1 above for details of the applicable tickets) and/or extras but You may

only purchase extras at the same time You purchase a corresponding ticket. The cost of a ticket(s) exceeding the value of a gift voucher must be paid with other valid and proper Delfont Mackintosh Theatre gift vouchers, debit or credit card or any other valid means of payment that may be accepted by Delfont Mackintosh Theatres Limited. If the value of a gift voucher is higher than the value of the ticket(s) then You will be given a further gift voucher for a value equivalent to the remaining balance.

4. Gift vouchers may not be redeemed against any other goods and/or services at the theatre.
5. Gift vouchers have a cash value of £0.001p. Gift vouchers are non-refundable except that where You purchase a gift voucher, You have a 14 day right from the date of purchase to change Your mind and get a full refund on that gift voucher, provided that You have not already redeemed that gift voucher.
6. Gift vouchers cannot be redeemed against orders for tickets already placed or booked.
7. Copyright and all intellectual property rights on gift vouchers belong to Delfont Mackintosh Theatres Limited and all such rights are reserved. Gift vouchers must not be copied or duplicated in any way (in whole or in part).
8. Gift vouchers must not be defaced, amended, modified or tampered with in any way otherwise they will become null and void. Only original gift vouchers (and not copies) can be redeemed against tickets for shows.
9. Gift vouchers will be redeemed subject to tickets being issued under the standard terms and conditions which apply to such tickets.
10. Gift vouchers are issued subject to these terms and conditions which apply to gift vouchers and any decision made by Delfont Mackintosh Theatres Limited in relation to or in connection with these terms and conditions and/or gift vouchers shall (save for manifest and obvious error or fraud) be conclusive, final and binding upon the holder of the gift voucher and/or any other relevant third parties in relation to the gift voucher.
11. Gift vouchers cannot be replaced or redeemed against tickets for a show if the gift voucher is lost, stolen, damaged or otherwise unavailable at the time of purchase of tickets for a show from Delfont Mackintosh Theatres.
12. These terms and conditions do not affect and are not intended to affect Your statutory rights.
13. These terms and conditions shall be governed by and construed in accordance with English law.
14. Gift vouchers are issued by Delfont Mackintosh Theatres, Mackintosh House, 39-45 Shaftesbury Ave, London W1D 6LA.

## **CANCELLATION, EXCHANGE AND REFUNDS**

### **Tickets**

Tickets may only be exchanged as expressly set out in these Terms. Due to social distancing rules required by the COVID Rules, all of Your Tickets must be exchanged together in their entirety as set out in these Terms. Subject to the immediately subsequent sentence, We cannot accept any partial exchanges of any order. Where You request a partial exchange, We may consider such request on a case-by-case basis (taking into account factors including the capacity of the relevant theatre and the availability of seating and tickets at the relevant performance) but We reserve Our right to accept or reject such requests at our absolute discretion without any explanation.

No later than 24 hours prior to the relevant performance, You may: (i) exchange all of Your Tickets for a later, scheduled date of the same production (if Tickets on such date are available); (ii) exchange all of Your Tickets for a voucher that may be exchanged for tickets to a future production when that production is scheduled and tickets for that production go on sale (subject to availability); or (iii) exchange all of Your Tickets for a gift voucher issued by Us and subject to the above Delfont Mackintosh Theatres Gift Vouchers terms and conditions. As explained in the paragraph above, partial exchanges may be considered on a case-by-case basis but We have absolute discretion on whether to accept or reject such requests.

You may not resell Your Ticket. If You cannot use Your Ticket, please exchange it as described above. If We appoint an official resale partner, these rules in these Terms will be updated and if at that time You hold tickets for future events, You will also be able to use such resale service as is available at that time.

We reserve the right to make alterations to the advertised time, programme and cast as a result of circumstances beyond Our control. If there is a material change to the content of the performance or the performance is cancelled, You may exchange Your Ticket for an alternative performance up to the value of Your Ticket (subject to availability) or refund Your Ticket and booking fee. For the avoidance of doubt, We will not refund the cost of any other expenses incurred by You in connection with Your theatre visit or that would be deemed a side effect of the main loss or damage under these Terms (see "our legal obligations and our liability"), including, but not limited to, travel and accommodation expenses.

### **Return of Vouchers**

If You purchase Vouchers online or by telephone, You have a right under the Distance Selling Legislation to cancel Your purchase of Vouchers within a cooling off period of 14 days from the day after the date You made the purchase. You lose this right if You fully redeem the Voucher within this 14 day period. You will still have the right to cancel Your Voucher in the circumstances described in the paragraph below.

If you purchased Your Vouchers online or by telephone, have not fully redeemed Your Vouchers and wish to exercise Your cooling off right, please inform us with a clear statement that You wish to do so. You may contact us at [customer.service@delfontmackintosh.co.uk](mailto:customer.service@delfontmackintosh.co.uk) or You can use the cancellation form



provided [here](#). You should return Your Voucher and completed cancellation form to Us at The Noël Coward Theatre, St Martin's Lane, London WC2N 4AU. In such an event, We will refund You an amount equal to the unredeemed value of Your Voucher.

You expressly request Us to provide You with the Voucher Service before the end of the 14 day cooling off period described above and acknowledge that the Voucher Service will begin as soon as We confirm Your order.

## **Refunds**

If You are permitted to refund a product under these Terms, please send such product to The Noël Coward Theatre, St Martin's Lane, London WC2N 4AU. We will refund the purchase price of products returned within 14 days (beginning on the day after the day We receive the products back from You or, if earlier, the day on which You provide evidence that You have sent back the products) using the same means of payment used for Your initial purchase (unless You agree otherwise). We will not refund the cost of returning products to Us or the cost of delivery charges except as expressly set out in these Terms.

We recommend that whenever You return products to Us, You send them via an insured, traceable delivery service. Please return products to Us in suitable packaging to ensure they reach Us in good condition.

## **OUR LEGAL OBLIGATIONS AND LIMITS ON OUR LIABILITY**

You have certain legal rights under the law, including that We will provide services to You with reasonable skill and within a reasonable time. You have certain legal remedies if we breach any of these rights. Nothing in these Terms is intended to affect these legal rights or other rights to which You may also be entitled, for example to damages or specific performance. For more information about Your legal rights in the UK contact Your local Citizens Advice Service or Trading Standards Service.

We are not responsible for losses and damage that You might suffer which are:

- not caused by Our breach of these Terms;
- a side effect of the main loss or damage and which are not reasonably foreseeable by You and Us when You begin to use the Website;
- a result of Our failure to provide the Website (or any part of it) or withdrawal of products from the Website or a result of Our refusal to accept an order for any reason;
- a result of Your user name and password being used by someone else or any unauthorised access to Your personal information (unless this is due to Our negligence);
- caused by a distributed denial-of-service attack, virus or other technologically harmful material that may affect Your computer equipment, programs, data or other material due to Your use of the Website (including Your downloading any content from the Website or any website linked to it); or

- caused by failure to meet any of Our obligations where We are prevented from doing so by events beyond Our control (including, but not limited to, fire, flood, storm, riot, civil disturbance, war, nuclear accident, terrorist activity and acts of God).

We do not exclude liability for death or personal injury caused by Our negligence or that of Our employees and agents or for fraud.

## **YOUR CONDUCT IN OUR THEATRES**

As the purchaser of the Tickets, You are responsible for the compliance with these conduct rules by the whole of the party using the Tickets, whether or not You are yourself one of that party.

If You arrive at the theatre later than the start time advertised on the Ticket, You may be admitted to the performance during a break deemed suitable by Us, but We do not guarantee that You will be admitted to the performance.

You must present a valid Ticket to gain entry to the theatre. Please ensure that any children or infants for whom You are responsible also have a valid Ticket.

If You are accompanying children, We may ask You to remove children from the theatre or performance whom We consider in Our sole discretion to be disruptive to the performance. If any age restrictions for performances apply We shall advise You prior to the performance.

The following conduct is prohibited in the theatre:

- the use of recording equipment of any kind;
- the use of mobile phones, pagers, digital watches, laser pens or any other electronic equipment, which must be disabled at all times;
- smoking or the use of e-cigarettes;
- the consumption of food and drink purchased outside the theatre;
- any activity which constitutes a breach of the COVID Rules; or
- violent or disruptive behaviour.

If You partake in any of the above conduct or if in Our reasonable opinion, Your conduct poses a risk to the safety of the audience and/or You, affects the enjoyment of the audience or affects the running of the performance, We can request that You leave the theatre and We will take appropriate action to enforce such right.

You will comply with the theatre's safety regulations and partake in security searches that may be conducted. You consent to the filming and sound recording of yourself as a member of the audience and the use of such images and recordings in Our promotional material.

We do not accept responsibility for the loss or damage to any of Your personal property unless this is caused by Our negligence. If any lost items should be handed in, the theatre manager will hold these for a reasonable time thereafter.

Tickets and Vouchers shall not be sold or transferred for commercial gain by anyone other than Us or an agent authorised by Us, including to or through secondary ticket agencies. Such Tickets and Vouchers will become void immediately and the ticketholder may be refused entry to or ejected from the theatre.

## GENERAL

We may change these Terms from time to time by amending this page. By continuing to use the Website You accept the version of the Terms current at the time of Your use. Changes to these Terms will not affect any order from You that We have already accepted. We recommend that You check this page for updates from time to time. If We need to notify You under these Terms, We will do so by email to the email address which You have given to us. If You need to notify Us under this Agreement please do so by email to [customer.service@delfontmackintosh.co.uk](mailto:customer.service@delfontmackintosh.co.uk).

We may wish to transfer Our rights or obligations or sub-contract Our obligations under these Terms to another other legal entity. You agree that We may do so provided that:

- this will not adversely affect the standard of the products or the service You receive under these Terms; and
- in the case of transfer only, after We notify You of the date on which We will transfer Our rights and obligations under these Terms to another legal entity, Your only rights under or in connection with these Terms will be against the new legal entity and not against us.

These Terms are personal to You. You may not transfer Your rights or obligations under these Terms to anyone else without Our written consent.

If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the other provisions shall continue to apply.

These Terms are not intended to give rights to anyone except You and Us.

We will only use Your personal information as set out in Our Privacy Policy: <https://www.delfontmackintosh.co.uk/site/privacy.php>.

### What to do if You are unhappy

If You are unhappy, in the first instance please contact Us on [customer.service@delfontmackintosh.co.uk](mailto:customer.service@delfontmackintosh.co.uk). We will do Our best to resolve any disputes over these Terms.

If We are unable to resolve any disputes between You and Us, You have the right to refer the dispute to:

- (1) the EU's Online Dispute Resolution Platform  
at: <http://ec.europa.eu/consumers/odr>; or
- (2) STAR (which provides a free alternative dispute resolution service) at  
[www.star.org.uk](http://www.star.org.uk).

If You wish to take legal action:

- if You order from within the United Kingdom You may take such action against Us under the laws of the relevant part of the United Kingdom in Your local courts;
- if You order from elsewhere in the EU You may take such action against Us under the laws of the relevant part of the EU in Your local courts; or
- if You order from outside the EU You must take such action in England and the laws of England shall apply.

These Terms are only available in the English language.

These Terms were last updated on 30 October 2020.