

## 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. [Click here](#) to print or download.

### 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;

"Voucher" means a gift voucher 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 The Noël Coward Theatre, St Martin's Lane, London WC2N 4AU. Our VAT number is 577102343.

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 on:

email: [customer.service@delfontmackintosh.co.uk](mailto:customer.service@delfontmackintosh.co.uk); or

phone: 020 7812 7498.

### 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 020 7812 7498 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 or a product is out of stock). If We cancel Your purchase, You will be refunded in accordance with these Terms.

### **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.

We accept payment by the following debit or credit cards only: Visa Debit, Visa Credit, American Express and Mastercard. 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 that is being used is yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of Your card 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.

### **Delivery, delivery charges and ownership**

We accept orders for 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 collect Your product from the Box Office. In order to collect Your product from the Box Office, You must present the payment card used to purchase Your product. We shall not provide third parties with Tickets on Your behalf at the Box Office unless this has been agreed by Us prior to the collection of such Tickets. You must collect Your product from the Box Office during opening hours of 10am – 8pm, up until 1 hour before the start time of the performance.

Prices shown on the Website include the cost of first class delivery by post (where available) or collection from the Box Office. If You select 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. We shall deliver Your Ticket to You no later than 7 days 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 and if You do not receive Your product within that time You shall notify Us by phone on 020 7812 7498. In such an event, We shall arrange for a duplicate Ticket to be left at the Box Office for collection on the day 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.

### **Vouchers**

You may redeem Vouchers for Tickets and/or Extras (as stated on the Voucher) at our Box Offices, on the Website or by phone on 020 7812 7498, within 12 months from the date of purchase of Your Voucher (excluding SOLT theatre tokens which do not have an expiry date). You may not redeem Vouchers for Tickets or Extras that You have already purchased.

You may use Vouchers as full or part payment for Tickets and/or Extras, but You acknowledge that You may only purchase Extras at the same time that You purchase a corresponding Ticket. If the value of the Vouchers is higher than the value of such Tickets and Extras, then You will be given a further Voucher for a value equivalent to the remaining

balance. If the value of the Vouchers is lower than the value of the Tickets and Extras You wish to redeem Your Vouchers for, You must pay the difference.

You will not deface, amend or tamper with Vouchers in any way, otherwise these Vouchers will be void and You will not be able to redeem these Vouchers for Tickets or Extras. You will not copy Vouchers in any way and acknowledge that We will only accept original Vouchers or unique voucher numbers when You redeem Vouchers on the Website or by phone.

## **CANCELLATION, RETURNS AND REFUNDS**

### **Tickets**

Tickets are non-refundable except as expressly set out in these Terms.

You may exchange Tickets for performances up to 48 hours prior to a performance, subject to an administration fee of £2.00 per Ticket. You may return Your Ticket to the relevant Box Office for resale in the 48 hours prior to a performance. We place returns on sale only after all other tickets for the performance have been sold and We give no guarantee of resale but, in the event that We do resell the Ticket, We will charge You 10% of the price of such Ticket and issue you a cheque or cash for the remaining value of Your Ticket. Any Tickets purchased for performances at venues other than theatres owned by Us are subject to the exchange policy of that venue.

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; 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 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 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.

### **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 [12 July 2017](#)