

# TERMS AND CONDITIONS OF AND ENTRY TERMS AND CONDITIONS OF SALE

### 1. GENERAL

1.1 We are MM! The Party Limited, a company registered in England and Wales under registration number 10740742 (The Company). Our registered office is Building 6.05, The O2, Peninsula Square, London SE10 0DX. Our VAT number is 273831588.

We subscribe to the Code of Practice of STAR, the Society of Ticket Retailers and Agents, which may be viewed at <u>www.star.org.uk</u>.

- 1.2 These terms and conditions relate to the sale of admission to performances of Mamma Mia! The Party (The Production) in the venue operated by Mamma Mia! The Party (Holdings) Limited (The Venue) at Building 6.05 The O2, Peninsula Square, Greenwich Peninsula, London SE10 0DX.
- 1.3 The Company reserves the right to make alterations to the advertised time, programme or cast of The Production without being obliged to refund monies or exchange tickets.
- 1.4 The Company does not guarantee the appearance of any performer and will not be obliged to refund monies or exchange tickets in the event of the non-appearance of any performer.

# 2. ADMISSION, BOOKINGS AND TICKETS

- 2.1 The Company accepts bookings for admission to The Production on a per person, not per table basis.
- 2.2 All bookings are non-refundable and cannot be cancelled or exchanged once purchased.
- 2.3 Mamma Mia! The Party is a ticketless event. For the purpose of these terms and conditions, "Tickets" shall mean a printed, electronic, or other similar physical or digital instrument which evidences the right to attend the applicable performance and occupy the applicable seat.
- 2.3.1 Bookings for admission to The Production made online through The Company's website will result in an email being generated, containing a booking confirmation number which evidences your right to attend the applicable performance and occupy a seat within the price band you have purchased.
- 2.4 Ticket holders only have a right to a seat of the value corresponding to that stated on the booking confirmation and The Company reserves the right to provide alternative seats to those stated on the ticket.
- 2.5 Bookings for admission to The Production may be made through The Company's website (or through the website of an agent authorised to sell admission to The Production). Bookings may be subject to booking and / or transaction fees, which will be indicated to you prior to completing an order.
- 2.5.1 The Company advises that bookings made through an agent authorised to sell admission to The Production will also be subject to their terms and conditions of sale and guests should familiarise themselves with these terms, particularly regarding refunds and exchanges. Where



the agent's terms and conditions are at variance with The Company's, the terms and conditions of The Company shall prevail.

- 2.6 All ticket purchasers must be 18 years of age or older.
- 2.7 It may be possible to add refund protection insurance to your booking, at the point of purchase, from our ticketing services provider, SEE Tickets/Ticket Plan. By adding refund protection, you and/or members of your party may be eligible to claim a full refund should you be unable to attend the booked event due to certain reasons outside of your control provided they fall within the conditions of the policy. This includes things such as accidents, injury or illness.
- 2.7.1 The Company does not directly or indirectly endorse any product or service that is or will be provided, whether directly or indirectly related to services supplied by or from another Party, its successors, permitted assigns, or licensees.
- 2.8 All tickets remain the sole property of The Company.
- 2.9 Tickets are non-transferable and must not be resold or transferred to any person or entity for commercial gain or otherwise. If any tickets are resold or transferred (or are attempted to be resold or transferred), then the tickets will become void and the ticket holder will be a trespasser and may be refused entry to, or ejected from, The Venue. In such circumstances, The Company will not be under any obligation to offer a refund and such person may be liable to legal action.
- 2.9.1 If one person buys multiple tickets, the provision by the purchaser of the tickets to their guests will not constitute a breach of the transfer restrictions under these terms and conditions (provided that the provision of tickets to guests is not made for commercial gain). However, the purchaser agrees that by purchasing tickets, they have agreed to these terms and conditions on behalf of themselves and their guests and the purchaser shall at all times be responsible for their guests' compliance with these terms and conditions.
- 2.9.2 The Company may restrict ticket sales to a maximum number per person or household and reserves the right to cancel any tickets purchased in excess of this number.

### 3. TABLES SIZES, PRICE BANDS, VIEWS AND TABLE ASSIGNMENT

- 3.1 The Venue contains tables situated on the ground floor (Courtyard), North Terrace (Lower), North Terrace (Upper), South Terrace (Lower), South Terrace (Upper), West Terrace (Lower), West Terrace (Mezzanine), East Terrace (also referred to as "Adam's Bar"), North Balcony, South Balcony and West Balcony.
- 3.2 There are four price bands, designated Platinum Package, Tier A, Tier B and Tier C (Restricted View).
- 3.3 There may be an allocation of a maximum of 50 Platinum Package tickets, per performance. These will be assigned to Tier A tables on the ground floor where most tables accommodate 8 guests or Adam's bar where tables accommodate either 2 or 4 guests. Due to the nature of the performance, guests may need to turn around in their seat to see the action at certain times.
- 3.3.1 Tier A tables are situated on the ground floor where most tables accommodate 8 guests, the North and South terraces where most tables accommodate 6 guests, the West terrace (upper and lower levels) where most tables accommodate 4 guests and the Adam's bar area, where most tables accommodate 4 guests. Due to the nature of the performance, guests may need



to turn around in their seat to see the action at certain times. A small number of Tier A tables are situated behind the band or may have views of scenes temporarily obscured by support pillars and elements of the set.

- 3.3.2 Tier B tables are situated on the North and South terraces where most tables accommodate 5 guests, the West terrace (upper and mezzanine levels) where tables accommodate 4 guests, the Adam's bar area, where tables accommodate 4 guests and 2 guests on high level tables and the North, South and West balcony where tables accommodate 6, 5 or 4 guests and 2 guests on high level tables. Due to the nature of the performance, guests may need to turn around in their seat to see the action at certain times. Some Tier B tables may have views of scenes temporarily obscured by support pillars and elements of the set.
- 3.3.3 Tier C (Restricted View) tables are situated on the South balcony where tables accommodate 4 or 6 guests, the North terrace lower level where tables accommodate 6 guests, the North terrace upper level where tables accommodate 5 guests and the beach bar area, where tables accommodate 2 guests. Due to the nature of the performance, guests may need to turn around in their seat to see the action at certain times. Tier C tables have the highest level of persistent restriction due to their proximity to large support pillars and elements of the Mamma Mia! The Party set.
- 3.4 Pursuant to 3.3 above, guests may be assigned to a table shared with other guests.
- 3.5 Due to the table sizes explained in 3.3.1, 3.3.2, 3.3.3 and 3.3.4 above, The Company does not guarantee that groups will be able to sit together.
- 3.5.1 The Company will use its best efforts to sit guests in larger groups on adjacent tables.
- 3.6 The Company assigns guests to specific seats, according to the price band purchased and you agree to comply with any seating or general instruction given to you by The Company or its employees or representatives. Failure to do so may result in the Company invoking its right to refuse admission to or remove guests from the venue. In such cases you will not be eligible for a refund.

### 4. GIFT VOUCHERS

- 4.1 Gift voucher purchases are facilitated by Vouchable and can only be made online at <a href="https://mammamiatheparty.vouchable.co.uk">https://mammamiatheparty.vouchable.co.uk</a>.
- 4.2 Gift vouchers can only be redeemed in accordance with these terms by emailing info@mammamiatheparty.co.uk.
- 4.3 Gift vouchers may only be redeemed against tickets purchased directly from The Company.
- 4.4 Gift vouchers may only be redeemed against ticket purchases and not bar or merchandise sales.
- 4.4.1 Tickets against which a gift voucher may be redeemed will only be issued subject to availability.
- 4.4.2 Only one voucher may be used per visit.
- 4.4.3 Gift vouchers can be used as full or part payment for bookings for admission to The Production, 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 debit or with credit card or any other valid means of payment that may be accepted by The Company.

- 4.4.4 Gift vouchers cannot be redeemed against orders for tickets already placed or booked.
- 4.4.5 Gift vouchers will be redeemed subject to tickets being issued under the standard terms and conditions which apply to such tickets.
- 4.4.6 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 The Production.
- 4.5 Gift vouchers will automatically expire 12 months from and including the date they have been issued.
- 4.5.1 The Company 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).
- 4.5.2 If there is a remaining balance available on your voucher at the end of your visit this can be issued as a new voucher but the same expiry date will be applied.
- 4.6 The Company and Vouchable reserve the right to cancel multiple voucher purchases.
- 4.7 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.
- 4.7.1 If you purchase vouchers online, you have a right under the Distance Selling Legislation (Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) 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 4.8.2 below.
- 4.7.2 If you purchased your vouchers online, 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 info@mammamiatheparty.co.uk. You should return your voucher to us at Mamma Mia! The Party Ticketing, Building 6.05 The O2, Peninsula Square, London SE10 ODX. In such an event, we will refund you an amount equal to the unredeemed value of your voucher.
- 4.8 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 The Production.
- 4.9 Gift vouchers are issued subject to these terms and conditions which apply to gift vouchers and any decision made by The Company 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.



# 5. COVID-19 AND ITS VARIANTS

- 5.1 Mamma Mia! The Party is committed to ensuring the safety of all guests and offering the very best experience. In order to achieve this, we may implement a number of important measures that will apply to your visit to Nikos Taverna. These are detailed below in our COVID-19 Entry Policy. These additional terms and conditions relate to access to The Venue in respect of any performance which has been on sale following the introduction of rules and guidance from the UK Government regarding coronavirus (COVID-19) and its variants.
- 5.2 Anybody booking tickets to a performance at The Venue and all members of their party should ensure they are familiar with the latest rules and guidance issued by the UK Government regarding COVID-19 and its variants (<u>https://www.gov.uk/coronavirus</u>) and should not act contrary to such rules and guidance. Furthermore, bookers and all members of their party should familiarise themselves with all pre-show communications from The Company to ensure they are aware of the most up to date venue requirements.
- 5.3 Any guest attending Mamma Mia! The Party does not currently need to present any documentation relating to COVID-19. However, The Company is committed to ensuring the safety of all guests whilst offering the best experience possible. To achieve this, we may implement several important measures that will apply to your visit if advised by the government. These measures may include but are not limited to:
- 5.3.1 All guests over the age of 18 demonstrating documented evidence of a negative lateral flow test (LFT) or PCR test, taken within the preceding 24 hours.
- 5.3.2 All guests over the age of 18 presenting a valid NHS COVID Pass.
- 5.3.3 All guests over the age of 18 having their temperature checked before entry.
- 5.3.4 All guests being asked to continue wearing a face covering, when possible, unless medically exempt.
- 5.3.5 All guests being encouraged to *check-in* to the venue via the NHS QR Code, which will be made available on entry.

#### 5.4 You will not be entitled to a refund should you not follow our COVID-19 policy.

- 5.5 If we cancel or postpone a performance for any reasons related to COVID-19 (or any mutation), we shall notify you and you will be permitted to transfer your ticket to a future date (subject to availability) or, alternatively, you will be able to apply for a refund. Refunds will be processed in accordance with your ticket provider's terms and conditions.
- 5.6 If the event has not been cancelled or postponed but you or a member of your booking party are unable to attend the Event for any of the reasons detailed below, you will be able to transfer the affected ticket(s) to a future date (subject to availability):
  - 5.6.1 If the postcode to which your booking is registered is subject to a UK Government restriction which prevents you from travelling to the Event;
  - 5.6.2 If you have tested positive for COVID-19 (as verified by an NHS administered PCR test) and your isolation period overlaps with the date your ticket is valid for;



- 5.6.3 If you are required by NHS Test & Trace (or equivalent in other UK countries) to isolate for a period that overlaps with the date your ticket is valid for.
- 5.7 Personal arrangements including but not limited to travel, subsistence and accommodation in relation to the performance which is arranged by you are made at your own risk and neither the authorised ticket agent nor the Promoter will have any liability for any such loss of enjoyment or wasted expenditure in the case of a cancellation, postponement or because you are unable to attend the performance due to COVID-19 or otherwise. The provisions of the Liability section below will apply to any refunds made in relation to COVID-19.
- 5.8 By booking tickets to a performance at the Venue, the lead booker (i.e. the individual booking tickets through the Company's website) confirms at the point of booking (by checking the box that they agree to the Company's terms and conditions and these additional terms and conditions) that they:
- 5.8.1 have read and will abide by the Company's terms and conditions and these additional terms and conditions (and that everybody in their party will abide by the Company's terms and conditions and these additional terms and conditions);
- 5.8.2 are familiar with the latest rules and guidance issued by the UK government regarding COVID-19 and will not act contrary to such rules and guidance (and that nobody in their party will act contrary to such rules and guidance);
- 5.8.3 will familiarise themselves with all pre-show communications from the Company and will circulate the same to all individuals they are booking tickets for (and that they and all members of their party will follow any guidelines set out in such pre-show communications); and
- 5.8.4 do not believe that they, or anybody in their party that they are booking tickets for, could be refused access to any Theatre based on the criteria set out in section 5.3.
- 5.9 It is the responsibility of the lead booker to check the above with their party at the time of booking and act responsibly. The Company requests that the lead booker:
- 5.9.1 reconfirm these above points with each member of their party before travelling to the Venue on the day of the relevant performance;
- 5.9.2 check the latest rules and guidance issued by the United Kingdom Government regarding COVID-19 before travelling to The Venue on the day of the relevant performance and encourage members of their party to do the same;
- 5.9.3 refamiliarise themselves with all the pre-show communications from the Company, doublecheck that all members of their party have a copy of such pre-show communications and encourage all members of their party to read such pre-show communications, all before travelling to the Venue on the day of the relevant performance; and
- 5.9.4 contact the Company at <u>info@mammamiatheparty.co.uk</u> if there are any problems or if there is any reason any member of the party should be refused access for any of the reasons outlined above
- 5.10 If the lead booker believes that they, or anybody in their party, has specific fair access requirements (related to COVID-19 or otherwise) then they should contact the Company prior to booking tickets to any performance at <a href="mailto:access@mammamiatheparty.co.uk">access@mammamiatheparty.co.uk</a> to discuss their requirements.



- 5.11 If any member of the party tests positive for COVID-19, we would ask them to please stay at home and not travel to the Venue on the day of the relevant performance. They should email us at <u>info@mammamiatheparty.co.uk</u>.
- 5.12 At the Venue, each ticket holder will be reminded of the circumstances in which the Company will refuse access to the Venue and be asked not to proceed if any of the circumstances are relevant to them.
- 5.13 The Venue will operate certain measures for the safety and wellbeing of ticket holders at performances, in line with the Venue's risk assessment.
- 5.14 While at the Venue all ticket holders may also be encouraged to take further steps that the Company recommends or expects guests to comply with. However, ticket holders should also note that whilst such further steps may be encouraged or recommended by the Company they may not be mandated or enforced. Ticket holders should refer to the pre-show communications for details of measures in place at the Venue and clarification of what further steps are recommended or encouraged by the Company for the performance being attended.
- 5.15 Notwithstanding any of the above, it is a condition of entry that all ticket holders comply with any directions given by members of the Company's staff at the Venue and a failure to do so will result in the ticket holder being asked to leave the venue. See 3.3 of the Admissions Policy and 3.5 above.
- 5.16 For the avoidance of doubt, whist the Company will be implementing a range of safety measures it cannot eliminate all risks and by attending the Venue each ticket holder is assuming the risks associated with COVID-19 and any other communicable disease.
- 5.17 The Company reserves the right to revise, update and/or amend these additional terms and conditions and/or any pre-show communications in its sole discretion.
- 5.18 If any provision of these terms and conditions is found to be void or unenforceable, such provision shall be served from the remainder of these terms and conditions which shall remain in full force and effect.



# **ADMISSIONS POLICY**

# 6. ENTRY AND SECURITY

- 6.1 The Company reserves the right to refuse admission in reasonable circumstances including but not limited to, health, safety and licensing reasons or where a ticket is void.
- 6.2 Customers are advised that CCTV is in operation at the Company's venue for the purpose of crime prevention and public safety.
- 6.3 Security searches are a condition of entry to protect the safety of all customers and staff. We may conduct searches of clothing, bags and other items on entry and exit at our venue. The Company thanks customers in advance for their co-operation.
- 6.4 Customers are not permitted to bring any items into the venue which are illegal or are deemed by the venue management (at their sole discretion) to pose a health and safety risk, affect the enjoyment of others, cause disruption to the performance or cause damage to the Company's property.
- 6.5 Customers may not bring their own food or drink into the venue, but empty reusable water bottles will be permitted. If a customer has specific medical requirements in this respect, they should ask to speak to a member of venue management upon arrival or email info@mammamiatheparty.co.uk to discuss any advance requirements.
- 6.6 Customers should not bring large suitcases or bags to the venue as these may not be admitted and cloakroom availability cannot be guaranteed. If you must bring a large bag with you, you can leave it at the O2's bag storage facility just outside the main entrance to The O2 at the cost of £10 per bag.
- 6.7 Latecomers will only be admitted into Nikos Taverna at a suitable break in the performance. Refunds or exchanges for an alternative performance will not be given.
- 6.8 Customers may only leave and re-enter the venue at the discretion of the venue management, otherwise there will be no readmissions of any kind.
- 6.9 Mamma Mia! The Party takes place in a venue located within The O2, whose terms and conditions should be observed in conjunction with the Mamma Mia! The Party terms of entry. <u>https://www.theo2.co.uk/legal/terms-and-conditions-legal.</u>

### 7. AGE RESTRICTIONS

- 7.1 Babies and children under 5 years of age will not be admitted into the venue.
- 7.2 Children under the age of 18 must be accompanied by a legal guardian over the age of 18. It is the customer's responsibility to check the suitability of the performance for any children in their party regardless of any official age recommendation guidance.
- 7.3 Parents or guardians may be asked to remove children deemed to be noisy or disruptive.



# 8. PROHIBITED CONDUCT

- 8.1 The following is prohibited in the venue:
- 8.1.1 Intoxicated, disruptive, hostile, threatening, abusive or violent behaviour towards venue staff, audience members or performers. Guests displaying behaviour deemed to be intoxicated, disruptive, hostile, threatening, abusive or violent will result in their being ejected from The Venue. In such cases, no refund will be issued.
- 8.1.2 Unauthorised use of professional video, photographic and other recording equipment of any kind. The Company reserves the right to delete any unauthorised recordings and to eject any customers who are suspected of making recordings from the theatre and we will take appropriate action to enforce such right without refund.
- 8.1.3 The removal of any food or drink products from the premises.
- 8.1.4 Smoking or the use of e-cigarettes.
- 8.1.5 Bringing food and drink purchased elsewhere into the venue, including birthday cakes.
- 8.1.6 Bringing table decorations into the venue, including candles.
- 8.1.7 Any activity which constitutes a breach of COVID Rules.
- 8.1.8 The Company reserved the right to refuse to serve alcohol to any guest that in its opinion appears to be intoxicated or likely to become intoxicated.
- 8.1.9 The Company operates a **Challenge 25** policy, in which proof of age will be required. The Company will accept the following forms of physical ID:
  - 8.1.9.1 Proof of Age pass with hologram;
  - 8.1.9.2 UK issued photo driving licence;
  - 8.1.9.3 UK issued passport.
- 8.2 Customers must comply with reasonable instructions and directions given by venue management and front of house staff. Failure to do so, may lead us to request that you leave The Venue.
- 8.3 and we will take appropriate action to enforce such right without refund.
- 8.4 The lead booker is responsible for any costs in relation to unpaid bar bills.
- 8.5 If you do not comply with the instructions and directions given by our staff or if you partake in any of the above prohibited 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 venue and we will take appropriate action to enforce such right without refund.



### 9. GENERAL

- 9.1 The Company does not accept responsibility for the loss or damage of any personal property or for any liability (to the fullest extent permitted by law).
- 9.2 Pursuant to **3**, above, all comments or complaints regarding the view from a seat, audibility of the performance, food and beverages or service should be made promptly to a member of venue management before or during the performance.
- 9.2.1 Any party that has seen the show to the end of Act Three shall not be entitled to a refund of the part of the admission fee that does not cover the food and all refunds shall be in the sole discretion of the Company.
- 9.3 Performances may be filmed or recorded on occasion. Ticket holders automatically consent to the filming or sound recording of themselves as audience members. If you have any objections to being filmed or recorded, please speak to a member of the venue management before the performance begins.
- 9.4 Except for assistance dogs, animals are not permitted inside the venue.
- 9.5 The venue will make all reasonable efforts to forewarn customers if stroboscopic lighting may be used in the performance. Customers with known medical conditions who may be susceptible to such lighting effects are advised to seek further advice prior to their visit.
- 9.6 The Company reserves the right to vary the terms of this Admissions Policy for specific events. Any such variations will be notified to customers prior to or on arrival at the venue.

Comments to help improve our service are always welcomed.

Please either speak to a member of management during your visit or write to us:

Mamma Mia! The Party Holdings Ltd Building 6.05 The O2 Peninsula Square Greenwich Peninsula London SE10 0DX

Email: feedback@mammamiatheparty.co.uk.