

Terms and Condition of Sale

Interpretation and Incorporation

These terms and conditions should be read in conjunction with The ACC Liverpool Group's Terms and Conditions of Entry as found www.mandsbankarena.com/information/terms-conditions/ and the summary of Conditions of Sale that can be found on the reverse of all tickets purchased.

Tickets are issued on behalf of the organisation responsible for the performance or event to which it relates (the "Event"). Person(s) attending the Event (the "Customer(s)") should note that tickets for Events at The ACC Liverpool Group (the "Venue") are sold by The ACC Liverpool Group Ltd, a company incorporated in England with registered number 5204033 (VAT number 902 5534 7/) 0844 8000 400, feedback@accliverpool.com, having its registered office at The ACC Liverpool group, Kings Dock, Liverpool L3 4FP ("The ACC Liverpool Group") as agent for the organisation responsible for the Event (the "Event Promoter"). The ACC Liverpool Group operates the M&S Bank Arena, Space by M&S Bank Arena and The Auditorium Liverpool. Details of the identity of the Event Promoter are made available on the front of the ticket where reasonable to do so; otherwise details are available on request from the box office.

These Conditions of Sale incorporate and should be read in accordance with the Venue and/or Event Promoter terms, conditions and regulations, copies of which are available on request from the Venue.

Tickets

1. ACC Liverpool will not be responsible for any ticket that is lost, stolen or destroyed and tickets cannot be replaced.
2. Customers are advised to check their tickets upon receipt as mistakes cannot always be rectified. Customer should contact The ACC Liverpool Group immediately upon receipt if there is a mistake.
3. A ticket is valid for one admission for the Event only. Removal of the stub invalidates the ticket.
4. ACC Liverpool reserve the right to provide alternative tickets at the Event should the staging of the Event so require e.g. due to unavoidable seating changes.

Returns and Refunds

5. Tickets cannot be returned to the box office after purchase, unless the Event is cancelled, or the Customer is instructed to do so by The ACC Liverpool Group on the basis that The ACC Liverpool Group is acting as a disclosed agent on behalf of the Event Promoter.
6. Where such a refund is sought, the Customer must bring this to the attention of ACC Liverpool as soon as possible upon becoming aware of the change. In order to claim your refund, please return your ticket to the box office.
7. These terms and conditions do not and shall not affect the Customers statutory rights as a consumer.

Price and Payment

8. The price of the ticket shall be the price set at the time the Customer's order is accepted by The ACC Liverpool Group.
9. No order will be accepted until The ACC Liverpool Group receives full payment.
10. Tickets may be restricted to a maximum number.

Delivery

11. If the tickets are returned to The ACC Liverpool Group as “addressee unknown”, the Event Promoter reserves the right to cancel the order.
12. Standing tickets will be sent via Secure Mail and must be signed for unless the Customer has chosen to collect from the box office.
13. If the Customer's ticket is not being held at the box office, and the Customer has not received their ticket from The ACC Liverpool Group 72 hours prior to the event, the Customer should contact The ACC Liverpool Group direct.

Change to Event

14. The Event Manager and/or The ACC Liverpool Group reserve the right to make alterations to the published Event programme where reasonably necessary.

Use

15. The tickets purchased are for Customers own personal use and may not be transferred or resold to any other person or body under any circumstances or used as part of any promotion or competition or for commercial gain. Where there has been any resale or attempted resale of any tickets (or other breach of this term) The ACC Liverpool Group reserves the right to cancel the relevant tickets with immediate effect and refuse admission to Customers using that ticket.
16. The ACC Liverpool Group reserves the right to cancel any ticket purchased by Customers who The ACC Liverpool Group reasonably believes to be associated with any ticket broker or tout.

Cancellation

17. Where an Event is cancelled or re-scheduled, The ACC Liverpool Group will use reasonable endeavours to notify the Customer using the details provided at the time of order. The ACC Liverpool Group does not guarantee that the Customer will be informed of such cancellation before the date of the Event.
18. Tickets will usually remain valid and refund requests will usually be accepted up until 1 week prior to the revised date, or 3 days after notification of the change (whichever is the later) unless otherwise notified, as instructed by the Event Promoter. In the event of a date change at short notice (within 1 week of the Event) The ACC Liverpool Group as agent for the Event Promoter will use reasonable endeavours to notify Customers who purchased tickets from The ACC Liverpool Group of the conditions that apply and if these are not acceptable, offer a refund as instructed by the Event Promoter.
19. Please check before travelling that an Event has not been cancelled or rescheduled.

Entry

20. The management of and/or party appointed by The ACC Liverpool Group (the “Management”) reserves the right to refuse entry to an Event in reasonable circumstances including for health and safety, licensing reasons or where a ticket is void. For full details of the Terms of Entry please visit www.mandsbankarena.com/information/terms-conditions/
21. No refunds or compensation of any kind will be offered to Customers who are refused entry or removed from the Venue.
22. For certain Events each original purchaser and any person accompanying him/her to the Event must be present at the Venue.
23. For certain Events the original purchaser may be asked to present the actual credit/debit card used for the purchase along with their tickets and receipt in order to gain entry to the Venue. Failure to present the valid card and receipt may cause Customers to be refused entry to the Event. No name changes or letters of authorisation will be accepted under any circumstances.
24. Children under 14 years must be accompanied by a responsible adult.

25. Please note the restrictions in the performance section of the Venue (the “Arena Bowl”). The standing area of the Arena Bowl is not suitable for children under 14 years of age. The ACC Liverpool Group reserves the right to remove any child who appears in the opinion of The ACC Liverpool Group to be under 14 years of age from the standing area of the Arena Bowl for safety reasons.
26. There is no readmission once Customers have left the Arena Bowl and/or Venue unless advised otherwise in the absolute discretion of The ACC Liverpool Group and/or the Management.

Restrictions and Permissions

27. No food or drink items are to be taken into the Venue. Only food and drink purchased from authorised vendors in the Venue may be consumed in the Venue.
28. No cameras or video or audio recording equipment are permitted in the Venue without the express permission of The ACC Liverpool Group and the Event Promoter.
29. Latecomers will only be admitted into the Venue at a suitable break in the performance and/or at the discretion of the Management.
30. If a Customer experiences any problems with their seating or enjoyment prior to or during the Event the Customer must inform Venue staff immediately as issues cannot always be resolved after the Event.
31. Official merchandising shall only be on sale in areas designated and/or licensed by The ACC Liverpool Group.

Liability

32. All property brought on to the Venue is brought at the Customer's risk and The ACC Liverpool Group shall not in any way be responsible for any theft, loss or other damage in respect of such property.
33. Neither ACC Liverpool nor the Event Promoter will be responsible for any loss or, damage, death or injury howsoever caused (other than death or personal injury resulting from the negligence of The ACC Liverpool Group or the Event Promoter) unless The ACC Liverpool Group or the Event Promoter as the case may be has breached its legal obligations and such loss or damage is a direct and reasonably foreseeable result of such breach.
34. Subject to the foregoing, with regard to personal property brought to the Venue, the liability of the relevant party shall be limited to the reasonable cost of either repairing or replacing such personal property, subject to fair wear and tear.
35. Please note that loud music or noise can damage hearing and Customers who attend the Event do so at their own risk.
36. Personal arrangements including travel, accommodation or hospitality relating to the Event which have been arranged are at the Customer's own risk.
37. Liability for the cancellation or rescheduling of an Event, or for material changes to an Event, will be limited to the refund as set out under “Returns and Refunds”.

Data Protection

38. Customer details are managed in accordance with The ACC Liverpool Group's data protection policy a copy of which can be obtained from The ACC Liverpool Group at its registered office or at www.accliverpool.com
39. As filming and recording which has been authorised by The ACC Liverpool Group may be carried out at the Venue from time to time the Customer consents to being included in such films and recordings and the use, reproduction, storage, distribution and broadcasting of such films and recordings (including any copies made) by The ACC Liverpool Group without payment or notice.

Dispute Resolution

40. If the Customer has any complaint they must follow our customer complaints procedure, details can be found at www.mandsbankarena.com/visiting-us/customer-service/customer-feedback/
41. The laws of England and Wales will apply to these Conditions of Sale and the courts of England and Wales will have exclusive jurisdiction.