

## **National Museums Liverpool Ticket - Terms and conditions**

These terms and conditions apply to any purchase of tickets for an Event or Exhibition at National Museums Liverpool.

All bookings are with National Museums and Galleries on Merseyside of 127 Dale Street, Liverpool, L2 2JH trading as National Museums Liverpool (“**NML**”, “**we**”, “**our**”, “**us**”) and are accepted upon the following terms and conditions.

### **Interpretation**

1. The definitions in this paragraph apply to these Terms and Conditions:

“**Approved Seller(s)**” means any third party seller(s) as NML may approve from time to time.

“**E-ticket**” means any ticket purchased via our online booking system entitling you to access the Venue to visit the Event or Exhibition.

“**Group**” means a party of 10 or more paying people visiting the Event or Exhibition together under one booking.

“**Membership Admission**” means any admittance reserved by a member of NML.

“**Printed Ticket**” means any ticket issued by our ticketing solution and sent via the post or collected in Venue entitling you to access the Venue to attend the Event or Exhibition.

“**Ticket Holder**” means any person (including members of NML) who holds a ticket for the Event or Exhibition.

“**Tickets**” means any E-ticket or Printed Ticket.

“**Venue**” means any National Museum Liverpool venue.

“**writing**” means communication by letter or email.

“**you**” or “**your**” means the individual who is making a booking with National Museums Liverpool either for themselves or on behalf of a Group.

### **General**

2. These terms and conditions should be read carefully prior to purchase.
3. The contract for the supply by National Museums Liverpool of a booking time and date will be formed upon the completion of your online booking purchase, and upon your receipt of written confirmation of receipt of payment from an authorised representative of National Museums Liverpool (“**NML**”).
4. Your booking cannot be amended unless confirmed in writing by an authorised representative of NML.
5. Any omission or error in any sales literature, web page or site, quotation, price list, order acknowledgement, dispatch note, invoice or other document issued by us may be corrected

by us without liability. We will advise you of any changes at the time of booking or as soon as is reasonably possible thereafter.

6. These terms and conditions also apply to the reservation of Membership Admission.
7. These terms and conditions do not apply to any purchase(s) made via the Approved Seller(s). If you have any queries or complaints regarding your purchase of ticket(s) from the Approved Seller(s), please contact them directly. We are not responsible for any arrangements with, or sales made by, the Approved Seller(s).

### **Tickets**

8. All Tickets are sold subject to availability. A valid ticket must be produced to gain entry into the Event or Exhibition.
9. Membership Admission will be confirmed subject to availability.
10. It is your responsibility to check your Ticket(s). Mistakes cannot always be rectified after purchase.
11. We will not be responsible for any Ticket that is lost, stolen or destroyed. Removing any part of, altering or defacing the Ticket may invalidate your ticket. It is not always possible to issue replacement Tickets. Any such replacement Tickets may be issued at our discretion.
12. The price of the Ticket will be the price set by us at the time we accept your order.
13. No order will be deemed accepted until we have received full payment.
14. Payments shall be made in the form specified when you place your order.
15. If any payment owing to us is overdue then, without prejudice to our other rights and remedies, we may cancel your booking; and/or we may suspend the supply and/or deliveries of any other services being provided to you by NML.
16. The price of the Tickets will be set out when we confirm your booking. Our prices may change at any time, but any such price change(s) will not affect existing bookings that have already been confirmed by NML. All prices are inclusive of VAT.

### **Concessions**

17. Concessionary rates are available for the following groups:
  - a. People aged 60 years or older.
  - b. Adults in receipt of Job Seekers Allowance, Employment and Support Allowance or Income Support.
  - c. People with disabilities. The Equality Act 2010 defines disability as a physical or mental impairment that has a 'substantial' and 'long-term' negative effect on the ability to do normal daily activities.
  - d. Students with valid photographic student ID.

- e. National Art Pass holders.
- f. National Museums Liverpool membership holders

18. Subject to availability and at NML's absolute discretion, discounted Tickets may be available for exhibition entrance to the following groups:

- a. employees of the Heritage Lottery Fund;
- b. members of the International Council of Museums;
- c. employees of the member institutions of the National Museum Directors' Council; and
- d. members of the Museum Association.

19. The discounted Tickets referred to at paragraph 18 above are strictly subject to availability and NML reserves the right to withdraw the discounted rates at any time.

20. Where a concession is claimed, proof of identity and concession entitlement will be required.

21. Free entry is available for one carer accompanying each person with a disability.

### **Delivery**

22. If purchasing Tickets online or over the phone, you will receive an email confirmation attaching your E-ticket. Any Printed Ticket(s) to be sent via post will be subject to a non-refundable transaction fee of £1.95 and will be fulfilled by Royal Mail.

23. We will try to despatch Tickets to you promptly by the despatch method agreed at the time of booking however we may, where reasonable (for example if posting is impractical due to timing or circumstances beyond our control or we require identification), make the Ticket(s) available for collection at the Venue instead of posting them to you.

24. If purchasing Tickets at the Venue, you will receive a Printed Ticket that will need to be presented for entry to the Event or Exhibition. Your till receipt is proof of purchase but will not gain you entry to the exhibition.

25. If collecting Tickets at the Venue, Ticket Holders will be required to present proof of booking and/or the card used to book the Tickets as identification. Failure to present such identification may result in the Tickets being withheld at the Venue.

### **Making a Group booking**

26. Group bookings must be made by contacting NML's ticketing team on 0151 478 4444 or by e-mail to [tickets@liverpoolmuseums.org.uk](mailto:tickets@liverpoolmuseums.org.uk).

27. Selected group bookings are charged at reduced rates. Please contact our ticketing team to confirm current rates.

28. Group bookings are assigned a date and time of visit. NML reserves the right to treat the Group in the same manner as Individual visitors. We cannot guarantee the Group will experience the Exhibition together. A Group will be queued with other customers and will not have priority.

29. Any provisional Group bookings must be confirmed two months prior to the date of your visit. If you fail to confirm your Group booking two months prior to the date of your visit, we reserve the right to offer your time and date to another party.
30. Unless previously agreed in writing from an authorised member of NML, you must make payment in full at least two months prior to the Group's admission to the exhibition. No admission will be given to Groups unless payment has been made in full.

### **Cancellation or amendments of Group bookings**

31. NML will not refund any amounts if the number of individuals within your Group decreases on the day of your visit.
32. If the number of individuals within your Group increases on the day of arrival, NML insists that payment is made for additional persons on arrival subject to availability of tickets.

### **Refunds and exchanges**

33. We reserve the right to cancel or reschedule Event or Exhibition dates.
34. Tickets cannot be exchanged or refunded after purchase unless the Event or Exhibition date or time is cancelled or rescheduled.
35. If we cancel or reschedule an Event or Exhibition date or time, we will try to contact you to arrange an exchange or refund. If we cannot exchange your Ticket(s), we will refund you the Ticket price in full. Please ensure that the contact details you provide when purchasing your Ticket(s) are current and valid.
36. The refund for Tickets will be equal to the face value price paid or, if we have reduced the face value, the discounted face value price paid. No refunds will be provided in respect of any postage or delivery costs.
37. In order to claim your refund, please apply in writing to your point of purchase, enclosing your complete and unused Tickets.

### **Liability**

38. Personal arrangements (including arrangements made through or by any third party company) including travel, accommodation or hospitality relating to the Event or Exhibition are at your own risk.
39. Liability for the cancellation or rescheduling of an Event or Exhibition date or time, or for material changes to the Exhibition, will be limited to the refund as set out in these terms and conditions.
40. We will not be responsible for any loss, theft or damage of your personal belongings, other than caused as a result of our negligence or other breach of statutory duty.

41. NML cannot be liable in any way for the acts or omissions of others (including the Approved Seller), however we do not seek to exclude or limit liability to you for death or personal injury caused by our negligence, fraud or any other liability which cannot be lawfully limited or excluded.

#### **Resale/use of tickets**

42. Tickets sold are for private use only. You and/or any Ticket Holder or any member of a Group must not re-sell, or seek to re-sell, the tickets in breach of these terms and conditions. Any breach of this condition will entitle us to invalidate the Tickets and refuse entry to the Exhibition without prior notification, refund, compensation or liability.

43. The condition at paragraph 1 above will not apply to the Approved Seller(s).

#### **Void tickets**

44. Any Ticket obtained or used in breach of these terms and conditions will be void and all rights conferred or evidenced by any such Ticket will be void.

#### **Conditions of admission**

45. To gain entry into the Event or Exhibition you must show either (i) your Printed Ticket or (ii) your E-ticket on a mobile device.

46. You must comply with instructions and directions given by Venue staff.

47. Children aged 12 and under must be accompanied by an adult.

48. We reserve the right to refuse Ticket Holders admission to the Venue, or the Exhibition in reasonable circumstances including for, but not limited to, health and safety, licensing reasons or where a Ticket is void.

49. We also reserve the right to request that Ticket Holders leave the Exhibition or the Venue at any point on reasonable grounds. For example, we may remove a Ticket Holder who:

- a. has behaved in the Venue or Exhibition in a manner which has, or is likely to, affect the enjoyment of other visitors; or
- b. uses threatening, abusive or insulting words or behaviour, or is considered by the Venue staff to be a nuisance or likely to cause offence, or in any way provokes or behaves in a manner which may provoke a breach of the peace; or
- c. are acting under the influence of alcohol or drugs.

50. No refunds or compensation will be given to Ticket Holders who are refused entry to or ejected from the Venue or the Exhibition due to their own behaviour as suggested in, but not limited to, the non-exhaustive list of examples at paragraph 50 above.

#### **Restrictions and prohibitions**

51. The use of photography equipment of any kind including tablets, mobile devices selfie sticks, tripods or other specialist photography and audio visual equipment is strictly forbidden. We will not be liable for any loss, theft or damage to confiscated items.
52. Purchasing a Ticket to the Event or Exhibition confirms a Ticket Holder's consent to the filming and sound recording of themselves as attendees. We may use any such films or recordings (including any copies) without payment to the Ticket Holder. Any such filming and/or sound recording will be carried out in accordance with our Safeguarding Policy, details of which can be obtained from the Venue or at <http://www.liverpoolmuseums.org.uk/about/corporate/policies/safeguarding-policy-NML.pdf>
53. Ticket Holders will not bring into the Venue or display or distribute (whether for free or not) any sponsorship, promotional or marketing materials at the Event or Exhibition.
54. The following items are not permitted within the Exhibition:
- a. animals (with the exception of assistance dogs);
  - b. food and drink;
  - c. any item which may be regarded as being a potential weapon including any sharp or pointed objects (e.g. knives) or is otherwise considered unacceptable to the Venue staff.  
(the "**Non-Permissible Items**")
55. We reserve the right to conduct security searches from time to time and to confiscate any item which may cause danger or disruption to others or if one of the Non-Permissible Items listed above is suspected or found.
56. Ticket Holders may only leave and re-enter Events & Exhibitions at our discretion. Otherwise, no re-admission will be permitted.
57. In order to maintain the correct environmental and comfort conditions within Exhibitions, you may be required to leave some of your belongings in the Venue's cloakroom before entering the Exhibition. This includes, but is not limited to, any wet items, such as overcoats and umbrellas, and any large items or large items of luggage.

### **Health and safety**

58. Ticket Holders must comply with all safety announcements and Venue regulations whilst attending the Event or Exhibition.
59. If Ticket Holders have any special requirements or concerns about any special effects which may be featured at the Event or Exhibition, prior notice should be provided by you to us when ordering Tickets. Special effects may include, without limitation, sound, audio visual and lighting effects. There can be no guarantee that any such requirements can be met if notified at the Exhibition.

### **Use of details and data protection**

60. We confirm that we will comply with data protection legislation in force in the United Kingdom from time to time.
61. NML is a data controller registered with the Information Commissioner's Office. If you have any questions about how your data is being used or what data of yours we store, contact the Database Team on 0151 478 4918 or [databaseteam@liverpoolmuseums.org.uk](mailto:databaseteam@liverpoolmuseums.org.uk).
62. We will process your personal data according to the instructions you gave to us at the time of the collection of your personal data and for no other purpose.
63. Your personal data will be stored for as long as you have a relationship with NML, after which time your details will be made inactive. You will not receive any communications from us unless you re-subscribe to any of our communications or services. You have the right to correct, the right to access, the right to a copy of and the right to erase your data at any time. You also have the right to object to the processing of your data and to lodge a complaint with the Information Commissioner's Office about how we process your data at any time.
64. You can read our full Data Protection Policy on our website [liverpoolmuseums.org.uk/about/corporate/policies/data-protection-policy.aspx](http://liverpoolmuseums.org.uk/about/corporate/policies/data-protection-policy.aspx) or to receive a paper copy of the policy please ring 0151 478 4918.

### **Severability**

65. If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of these terms and conditions.

### **Third parties**

66. Any person not a party to these terms and conditions will have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions. These terms and conditions do not create any rights or obligations enforceable by or against anyone other than you or us.

### **Governing law and jurisdiction**

67. The purchase by you of tickets, and these terms and conditions, are subject to the laws of England and Wales and the exclusive jurisdiction of the English courts.