



## Manchester City Football Club

### Stadium & Club Tour Terms & Conditions 2016/17

The following terms and conditions (the “**Club Tour T&Cs**”) apply to all purchases of Tickets (as defined below). Before purchasing a Ticket, please ensure that you have read these Club Tour T&Cs carefully. By purchasing a Ticket, you acknowledge that you have read, understood and agree to be bound by these Club Tour T&Cs.

#### 1. **Definitions and Interpretation**

In these Club Tour T&Cs the following words and phrases shall have the following meanings (unless stated otherwise):

"Address"	means the addresses of Purchasers and Attendees provided to Man City upon application for the purchase of Tickets, or such other addresses as may be notified by Purchasers or Attendees to Man City in accordance with condition 9 below;
"Attendee"	means a person or persons attending a Club Tour;
"CFA"	means the City Football Academy, Etihad Campus, Manchester, M11 3FF;
"Club Tour"	means an official tour of the Ground operated by Man City;
"Force Majeure Event"	means any circumstances outside the reasonable control of Man City including, without limitation, acts or threatened acts of terrorism, strikes, lockouts, industrial disputes or other restraints or stoppages of labour, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule or direction, rules or instructions of any regulatory body (including, without limitation, FIFA, UEFA, The FA, the Premier League and the Football League), inability to obtain supplies, inclement weather, accident, breakdown of equipment, plant or machinery, fire, flood or storm;
"Ground"	means the Etihad Stadium, Etihad Campus, Manchester M11 3FF;
"Ground Regulations"	means the ground regulations issued by Man City from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground, a copy of which is available on the Website;
"Licensed Partner"	means an organisation which may sell Club Tours on behalf of Man City;
"Man City"	means Manchester City Football Club Limited (company registration number 00040946) whose registered office is at the Ground;
"Meeting Area"	means the first floor of the City Store located at the Ground or such other location as may be notified to the Purchaser upon purchase;
"Purchaser"	means a person purchasing any number of Tickets;
"Ticket"	means a ticket for a Club Tour; and
"Website"	means Man City's website found at the URL <a href="http://www.mancity.com">www.mancity.com</a>

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#### **2. Club Tour**

- 2.1. Man City operates the Club Tour.
- 2.2. All purchases of Tickets are made subject to these Club Tour T&Cs. By purchasing Tickets, Purchasers acknowledge that they have read, understood and agree to be bound by these Club Tour T&Cs.
- 2.3. All Tickets are sold subject to availability and Man City makes no guarantee regarding the availability of Club Tour time slots prior to booking confirmation being issued by Man City.
- 2.4. Purchasers should arrive at the Ground at least 15 minutes prior to the start of their Club Tour start time and report to the Meeting Area.

#### **3. Purchase and Payment**

- 3.1. By applying to purchase one or a number of Tickets, you are making an offer to Man City. A contract for the supply of a Ticket and any associated benefits shall be created when the required payment has been received (which, for the avoidance of doubt, means when cleared funds are received) by Man City.
- 3.2. Purchasers may purchase Tickets by using any of the following purchase methods:
  - a. via the Website;
  - b. over the telephone by calling 0161 444 1894, option 4, followed by option1\*;
  - c. in person at the ticket office at the Ground; or
  - d. through one of Man City's Licensed Partners.

\*booking fee of £1.75 (including VAT) will apply to the purchase of each individual Ticket which is purchased by telephone.

- 3.3. Concessionary priced Tickets shall be offered at Man City's discretion and be subject to the following criteria:
  - a. Appropriate evidence of qualifying criteria i.e. educational status and/or purpose of the trip in relation to a school concession and/or proof of age; and
  - b. Man City reserves the right to refuse to grant a discount for any reason whatsoever.
- 3.4. The maximum number of Tickets which can be purchased for a single Club Tour is 34.
- 3.5. The price payable for each Ticket shall be as set out on the Website or as otherwise notified by Man City from time to time. Unless expressly stated otherwise, all prices are inclusive of VAT.
- 3.6. The sale of Tickets is subject to the Purchaser providing Man City with full payment of the relevant price at the time of booking. Purchasers who provide Man City with debit or credit card payment details authorise Man City to use those details to fulfil payment of the price and other fees attributable to the relevant Ticket(s). Additionally, those Purchasers will need to provide their Address unless they have previously done so.
- 3.7. Man City only accepts payments made by:
  - a. cash in pound sterling (for Tickets purchased at the ticket office only);
  - b. valid credit card;
  - c. valid Visa debit card;
  - d. valid MasterCard debit card; or
  - e. BACs.
- 3.8. If the payment method or details are declined when Man City attempts to retrieve payment for any Tickets or any other associated fees, and provided that there are still at least 72 hours prior to the start of the relevant Club Tour:

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- a. Man City will use reasonable endeavours to contact the Purchaser (using the contact details provided by the Purchaser to Man City in their application) to arrange payment;
- b. the affected Tickets may be cancelled if Man City is not successful in contacting the Purchaser having made reasonable attempts to do so and the Purchaser has not contacted Man City; and
- c. the Purchaser will be liable to Man City for any bank, other administrative charges and/or expenses incurred by Man City as a result of the Purchaser's breach of this condition 3.8.

3.9. Once purchased, a Purchaser shall not be entitled to a cash or credit refund for their Ticket.

3.10. The Purchaser will be entitled to apply to Man City to exchange any Tickets purchased for an alternative Club Tour, subject to the following conditions:

- a. Any application is made at least 72 hours prior to the start of the Club Tour initially booked by the Purchaser;
- b. Any proposed exchange is subject to the availability of spaces on an alternative Club Tour; and
- c. No exchange may be made for goods or services that are not a Club Tour of the same type as previously booked.

3.11. Children aged 4 or under may enter the Ground for free without a Ticket if accompanied by an adult aged 18 or over.

3.12. Children aged 16 or under may not enter the Ground unless accompanied by an adult aged 18 or over, and that child must be in possession of a valid Ticket for the Club Tour they are attending.

3.13. Should there be 10 or more under-16 Purchasers, they must be accompanied by one adult per 10 or more under-16 Purchasers.

3.14. Proof of age may be requested by Man City at any time if Ticket(s) are purchased at a discount.

#### **4. Discounted Tickets and Offers**

4.1. From time to time Man City will run discounts and offers. These offers can only be used during the time period stated on the vouchers and cannot be used in conjunction with any other offer, promotion or discount.

4.2. Any offer is available at Man City's discretion and may be altered or withdrawn at any time without notice.

#### **5. Tickets**

5.1. Unless notified otherwise, Man City will not issue physical Tickets to Purchasers.

5.2. If Tickets are purchased directly from Man City through the channels identified in 3.2 a. - c. then the Purchaser and/or any Attendees will need to give the name of the Purchaser in order to gain entry on to the Club Tour and the Ground.

5.3. Third party retailers may choose to issue physical Tickets to Purchasers for the Club Tour. Please refer to their terms and conditions for further details.

#### **6. Transfer of Tickets and Cessation of Rights**

6.1. Each Ticket sold to the Purchaser may be transferred to an Attendee subject to the conditions set out below in clause 6.2.

6.2. If a Purchaser purchases Ticket(s) on behalf of a Attendee or subsequently transfers Ticket(s) to that Attendee, the transfer of the Ticket(s) to that person will be subject to the following conditions:

- a. such transfer must not be made in the course of business or for the purpose of facilitating any third party's business; and

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- b. the transfer must be free of charge or for a fee or benefit no greater in value than the face value of the Ticket.

The Attendee shall adhere to and be bound by these Club Tour T&Cs and the Ground Regulations and it is the responsibility of the Purchaser to inform the Attendee of these requirements.

- 6.3. Subject to condition 6.2 above, all rights with respect to Tickets are personal to the Purchaser/Attendee and shall cease upon the death of the Purchaser/Attendee.
- 6.4. Purchasers shall provide their name and address and those of any Attendee(s) if asked to do so by any official, steward or employee of Man City and/or any police officer.

## **7. Exclusion of Liability**

- 7.1. Man City is unable to give any guarantees that any particular Club Tour will take place at a particular time or on a particular date. Man City reserves the right to reschedule any Club Tour without notice and without any liability whatsoever. In the event of the postponement or abandonment of a Club Tour, Purchasers shall be entitled to a full refund (including any booking and/or administration fee) or to attend any such re-arranged Club Tour if they were entitled to attend the original Club Tour. In order to obtain a refund, the Ticket must be presented at Man City's ticket office at the Ground no later than 7 days after the announcement of postponement/abandonment. A refund will only be issued on production of satisfactory identification that the individual requesting the refund is the Purchaser.
- 7.2. Man City is unable to guarantee that all advertised elements of the Club Tour will be available. Due to the operational needs of Man City, Man City may be required (on short or no notice) to (i) replace any parts of the Club Tour; (ii) change the contents of the Club Tour and/or (iii) close parts of the Club Tour without any liability whatsoever by way of compensation, refund, readmission or otherwise.
- 7.3. Man City nor any of Man City's employees or consultants are responsible for any property lost or damaged on a Club Tour.
- 7.4. Man City expressly excludes all liability resulting from:
  - a. any failure or delay by Man City in carrying out any of its obligations under these Club Tour T&Cs which is caused by circumstances outside of Man City's reasonable control;
  - b. the alteration of the dates and times of Club Tours;
  - c. the abandonment, postponement or cancellation of Club Tours; and
  - d. the alteration, change or closure of the Club Tour or parts thereof.
- 7.5. Man City shall have no liability whatsoever to any Purchaser/Attendee for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.
- 7.6. For the avoidance of doubt, nothing in these Club Tour T&Cs shall exclude or limit Man City's liability for:
  - a. death or personal injury caused by Man City or Man City's employees' negligence during the course of their employment; or
  - b. any other conduct for which liability may not be excluded or limited as a matter of English law.

## **8. Entry into the Ground**

- 8.1. The Attendee shall only be permitted to access areas of the Ground that form part of the Club Tour. Not all areas may be available on the Club Tour due to stadium operations.

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- 8.2. Entry into the Ground is subject always to the Ground Regulations. By purchasing (or using) a Ticket you:
- a. certify that you have read, understood and accepted the Ground Regulations;
  - b. agree to be bound by and to comply with the Ground Regulations; and
  - c. agree to bring to the attention of others, as required above, the Regulations.
- 8.3. If an Attendee is aged 16 or under, his/her parent(s) and/or legal guardian(s) shall, in addition to the Purchaser himself/herself, be responsible for the Attendee's actions, conduct and compliance with the Club Tour T&Cs and the Ground Regulations.
- 8.4. Any person attempting to enter or having entered the Ground with a concessionary priced Ticket where that person is not entitled to use a concessionary priced Ticket will be ejected from, or refused entry to, the Ground and may have the Ticket withdrawn at Man City's sole discretion, and no refund shall be given.
- 8.5. Purchasers and/or Attendees will be permitted to make audio and visual recordings of the Club Tour, subject to the following limitations:
- a. the Club Tour is not filmed in its entirety;
  - b. the use of recording equipment is at the sole discretion of Man City and its representatives on the Club Tour; and
  - c. any recordings made are for private and personal use only.
- 8.6. Should any of the conditions in clause 8.5 above be breached or Man City suspects that they may be breached, Man City reserves the right to eject Purchasers and/or Attendees from the Club Tour and the Ground and have the Ticket withdrawn at Man City's sole discretion, and no refund shall be given in such a situation.
- 8.7. Alternatively, if any of the conditions in clause 8.5 are breached by an Attendee, Man City may request that the Attendee remedy that breach or risk being ejected from the Club Tour and the Ground in accordance with clause 8.6 above.
- 8.8. Man City does not tolerate homophobic, sexual, sectarian, racial, discriminatory, offensive or illegal behaviour in any form (whether physical, verbal or other). Any Purchaser or Attendee who is found or is reported to be abusing any other individual taking part in the Club Tour, member of staff or any other individual in or around the Ground will face arrest and prosecution by the police. Man City reserves the right to impose a ban on the offending Purchaser/Attendee and promptly eject the Purchaser/Attendee with no refund being given.
- 8.9. Man City reserves the right, at its absolute discretion, to eject a Purchaser/Attendee from the Ground, and/or the Club Tour refuse a Purchaser/Attendee entry to the Ground and/or the Club Tour if:
- a. the Purchaser/Attendee breaches any of the Club Tour T&Cs or Ground Regulations (or Man City has reasonable grounds to suspect such breach); or
  - b. the Purchaser/Attendee is prohibited (by law or otherwise) from attending the Ground or any other sporting venue anywhere in the world; or the Purchaser/Attendee fails to comply with the instructions of any Club Tour official or other member of staff; or
  - c. the Purchaser/Attendee engages in any abusive, dangerous or other unacceptable behaviour (including but not limited to the behaviour listed in conditions 8.8 and 8.10 and the prohibited behaviour listed in the Ground Regulations as well as any other behaviour which may become a nuisance to Man City and/or any other individual taking part in the Club Tour) in or around the Ground or any other sporting venue anywhere in the world.
- 8.10. Without prejudice to the general nature of condition 8.9, the following actions shall constitute a serious breach of the Club Tour T&Cs and the Ground Regulations:

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- a. entering the playing surface;
- b. smoking in designated non-smoking areas (including the smoking of electronic cigarettes which is banned in the Ground);
- c. being (or appearing to be) intoxicated;
- d. the sale or transfer (save as permitted) of a Ticket to any person;
- e. the deliberate misuse of a Ticket;
- f. any misrepresentation in relation to condition 3.4 above;
- g. the throwing of any object within the Ground that may cause injury or damage to people or property without lawful authority or excuse;
- h. the use of foul, obscene, abusive and/or racist language and/or gestures;
- i. the chanting of anything of an indecent or racist nature;
- j. fighting, or engaging in and/or inciting violence;
- k. bringing any of the following into the Ground (or using them within the Ground): illegal drugs; other illegal substances; fireworks; firecrackers; smoke canisters; air horns; flares; laser devices; bottles; glass vessels or any item that might be used as a weapon or compromise public safety;
- l. the supply of any misleading or incorrect information in any application; and
- m. any breach of condition 6.2 above.

8.11. Man City will not be obliged to make any refund to any Purchaser or Attendee in respect of any ejection from or refusal of entry to the Ground or in respect of any Ticket which is withdrawn in accordance with condition 8.9.

8.12. In the event that any Tickets are withdrawn or cancelled, Man City reserves the right to exclude the relevant Purchaser/Attendee from applying to purchase/use any future Tickets.

8.13. Purchasers/Attendees shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature.

8.14. Purchasers/Attendees shall not bring into the Ground any food or drink items and only food and drink items purchased in the Ground from vendors authorised by Man City may be consumed in the Ground.

## **9. Change of Details**

9.1. Purchasers / Attendees should promptly notify Man City of any change of details given to Man City (including, without limitation, changes to payment details and/or Addresses) by visiting Man City's ticket office in person.

9.2. Any change of Address must be notified to Man City in writing and Purchasers/Attendees may be required to provide Man City with proof of identity and Address to Man City's satisfaction when details are changed under this condition 9.2.

## **10. Disabled Access**

10.1. Disabled Attendees will be charged standard prices for Tickets but shall be entitled to one (1) additional Ticket (subject to availability) at no additional cost should they require that another person accompany them on the Tour (such as a carer), provided that the Purchaser notifies Man City at the time of purchase.

10.2. For more details, please contact Man City's tours team on 0161 444 1894, option 4, followed by option 1.

## **11. Data Protection**

11.1. Each Purchaser and Attendee acknowledges and agrees that the personal data provided by the Purchaser to Man City in the purchase of Tickets shall be collected, stored and used by Man City in accordance with the Data Protection Act 1998 and the Club's Privacy Policy (available on the Website at [www.mancity.com/common/privacy](http://www.mancity.com/common/privacy)).

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11.2. All persons who enter the Ground acknowledge that photographic images and/or video recordings (and/or still taken from video recordings) may be taken off them and may also be used for promotional or marketing purposes by Man City, the Premier League or other third parties and entry to the Ground constitutes consent to such use.

#### **12. Entire Agreement**

These Club Tour T&Cs (as defined in condition 1) comprise the entire agreement between Man City and the Purchaser/Attendee in relation to the purchase of Tickets and all ancillary benefits.

#### **13. Severability and Amendments**

13.1. Man City reserves the right to make amendments to these Club Tour T&Cs from time to time, provided that the amendments shall not result in any Purchaser receiving any less than the same or substantially similar benefits to those that the Purchaser was entitled to receive prior to such amendments. Up to date versions of the Club Tour T&Cs will be made available as soon as practicable on the Website, and hard copies will be available from Man City upon request.

13.2. In the event that any condition(s) of these Club Tour T&Cs is/are declared void, ineffective or unenforceable by any competent court, the remainder of the Club Tour T&Cs shall remain in effect as if such void, ineffective or unenforceable condition(s) had not been included.

13.3. Man City reserves the right to alter the "Ticket Point" scheme (including, without limitation, the number of "Ticket Points" awarded for purchases) from time to time in its absolute discretion.

#### **14. Waiver**

Man City's failure to exercise, or delay in exercising, any right, power or remedy provided by these Club Tour T&Cs or by law shall not constitute a waiver of that right, power or remedy.

#### **15. Governing Law**

These Club Tour T&Cs and any dispute arising thereof (contractual or non-contractual) shall be governed by and interpreted in accordance with the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England and Wales.