

## Manchester City FC - Terms and Conditions for One Direction 2014



The following terms and conditions apply to those Event Tickets purchased via Manchester City Football Club (the “Event Ticket T&Cs”). By applying to purchase any number of Tickets, the Client agreed to adhere to, and be bound by these Event Ticket T&Cs.

In these Event Ticket T&Cs, the the following words and phrases shall have the following meanings (unless stated otherwise):

“**Club**” means Manchester City Football Club Limited;

“**Client**” means the person, firm or company purchasing the Ticket(s);

“**Event**” means One Direction 2014, scheduled to take place at the Stadium on the date specified on the Ticket;

“**Promoter**” means SJM Concerts Limited;

“**Stadium**” means the Etihad Stadium;

“**Ticket(s)**” means any standard ticket(s) relating to the Event (For the avoidance of doubt, this shall exclude hospitality tickets for the Event to which alternative terms and conditions shall apply, which can be found on the Club’s Website); and

“**Website**” means the Club’s website, currently situated at [www.mfcfc.co.uk](http://www.mfcfc.co.uk).

1. Payment shall be due and payable by cash, cheque, or such credit/debit cards as are accepted by the Club on purchasing Tickets for the Event. A booking is not confirmed or guaranteed until full payment is supplied at the time of purchase.
2. The Club will send the Tickets to the Client’s address (as supplied at time of booking) approximately 5 working days prior to the Event, subject to full payment for all Tickets being received by the Club from the Client.
3. The Club shall take reasonable steps to admit latecomers at a suitable break in the Event, however the Club does not guarantee admission for latecomers.
4. The re-sale of this ticket for commercial gain will make the ticket void.
5. The unauthorised use of photographic and recording equipment (whether audio or visual) within the Stadium is prohibited.
6. As members of the audience, by entering the Stadium for the Event, the Client and their guest(s) consent to being photographed, filmed and/or sound recorded for broadcast and/or publications without any compensation or other payment.
7. Please note that strobe lighting, show smoke and pyrotechnics may be used during concerts, and the sound level may be extremely loud.
8. Except where the Club and/or the Promoter offer an applicable ticket exchange or resale facility, tickets cannot be exchanged or refunded after purchase unless the performance is cancelled or rescheduled or where there is a material change to the programme of the Event. Where the Event is cancelled or rescheduled, or where there is a material change to the programme of the Event, the Client will be entitled to claim a refund from the Promoter and/or the Club (as applicable) in accordance with this clause. Where an outdoor Event is cancelled or curtailed because of adverse weather, the Club and/or the Promoter shall not be liable to make any refund or pay any compensation beyond the refunds that may be payable under the Club’s or Promoter’s rules. Where such a refund is sought the Client must bring this to the attention of the Club and/or the Promoter as soon as possible upon becoming aware of such change and, where the Event has been rescheduled, prior to the rescheduled Event. The refund for tickets equals the face value of the tickets purchased plus the relevant booking fee per ticket. In order to claim your refund, please apply in writing to your point of purchase, or in writing (to: Manchester City FC, Etihad Stadium, Etihad Campus, Manchester M11 3FF), enclosing your complete unused tickets promptly. Refunds shall only be made to the Client who purchased the tickets and, where possible, be made using the same method as was used to purchase the tickets. These terms and conditions do not affect the Client’s statutory rights as a consumer.



9. It is the responsibility of the Client to check with the Club and/or the Promoter prior to the Event in case there is a variation in the dates of the Event and/or times. In the Event of a change in date or time of the Event, the Club will not be liable for any additional costs incurred by the Client such as travel or accommodation costs.
10. Where reasonably necessary, the Promoter and/or the Club reserves the right to make reasonable amendments to these Event Ticket T&Cs and/or to the Event.
11. Where the Client has purchased an unreserved ticket (i.e. a ticket which does not guarantee a seat for the user), the Client and their guest(s) acknowledge that their view may be restricted by other individuals at the Event (i.e. if other individuals are standing directly in front of the Client and their guest(s)) and the Club shall not accept any such liability in relation to this.
12. The Club may cancel the booking at any time if the booking might, in the opinion of the Club, prejudice the reputation of the Club or the Promoter.
13. The Client is forbidden to use tickets for promotional or advertising purposes unless expressly authorised in writing by the Club. Any ticket obtained in breach of this clause shall be void and the Club will have the right to confiscate and deny access or eject anyone who has used that ticket to gain access, all without obligation to refund the purchase price to the Client.
14. The Client and any guests shall act in an orderly, proper and lawful manner and shall abide by the Rules. For the purposes of this condition, “Rules” means the rules and regulations of the Stadium, the venue management, the Promoter and any licensing or regulatory authority.
15. The Client and any guests shall not:
  - a) cause any damage to the Stadium;
  - b) attempt to access the performing area, the backstage area or any other prohibited areas;
  - c) stand on seats or climb onto barriers or other structures;
  - d) throw or attempt to throw any object onto the performing area;
  - e) treat the Stadium staff in a threatening or abusive manner;
  - f) bring into the Stadium any food or alcohol, and shall not consume any food or drink which has not been provided by the Club on the date of the Event;
  - g) bring into the Stadium any dangerous equipment or any illegal substances; or
  - h) smoke in any areas apart from the parts of the Stadium designated for such purpose.
16. The Client shall be responsible for the conduct of any guests and shall ensure that they adhere with these Event Ticket T&Cs.
17. The Client and/or their guests may be ejected from the Stadium without entitlement to a refund for a failure to comply with these Event Ticket T&Cs.
18. The Club shall take all reasonable precautions for the security of the property of Clients and guests. However, the Club do not accept any liability for any property and/or belongings brought into that Stadium by any Clients/guests.
19. The Sportcity Estate including roadways, car parks and concourses are smoke free. The Club has a zero tolerance policy in regards to this matter. As with other leisure venues, there will not be an opportunity to leave and re-enter the Stadium, there is a strict policy of no re-admission to the Stadium.
20. The Club shall not be deemed to be in breach of these terms and conditions or otherwise liable to the Client as a result of any delay or failure in the performance of its obligations under these Terms if and to the extent that such a delay or failure is caused by a Force Majeure Event. For the purposes of this clause, a “Force Majeure Event” means any circumstances outside the reasonable control of the Club 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, inability to obtain supplies, inclement weather, accident, breakdown of equipment, plant or machinery, fire, flood or storm.



21. To the fullest extent permitted by law, the Club, its officers or employees shall not be liable for, whether in tort, contract or otherwise and howsoever caused:
  - a) any loss, damage or injury to the Client's (or their guest's) property; and
  - b) any loss of profit, loss of use, loss of opportunity or any indirect, economic or consequential losses whatsoever.
22. Nothing in these terms and conditions shall limit either party's liability for death or personal injury caused by its negligence, or for fraudulent misrepresentation.
23. The Client acknowledges that when booking the tickets, certain personal information including, without limitation, their name, address, and/or email address will have been made available to the Club (the "**Personal Data**"). All Personal Data will be held and used by the Club in accordance with the Club's privacy policy (which can be found on the Website) and the Data Protection Act 1998.
24. In addition to these terms and conditions, the tickets are also subject to the terms and conditions printed on the reverse of the Ticket.
25. The invalidity or unenforceability of any term of, or any right arising pursuant to, these terms and conditions shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.
26. The Club reserves the right to change any of the above terms and conditions at any time and will publicise such changes on the Website.
27. These shall be governed by and interpreted in accordance with English law and the parties shall be subject to the exclusive jurisdiction of the courts of England and Wales.