

The Beatles Story Ltd Advance Booking Terms & Conditions

1. General

1.1 Definitions

In these terms and conditions:

"**Customer**" means the person who is making a booking with The Beatles Story Ltd either for themselves or on behalf of a group.

"**Group**" means a party of 10 or more people visiting The Beatles Story Ltd together under one booking.

"**Guest**" means any individual visiting as part of a booking or with an online ticket.

"**Writing**" means communication by letter or email.

"**Beatles Story**" or "**Us**" means The Beatles Story Ltd.

"**You**" means the customer making the booking.

"**Contract**" means your Booking Confirmation and/or online ticket which will be emailed to the customer following booking.

"**Group Booking**" means any booking made with our bookings team by either phone or email for groups of 10 or more.

"**Online Group Booking**" means any booking made via our online group booking system for groups of 10 or more.

"**Online Ticket**" means any ticket purchased via our online booking system.

- 1.2 The Contract for the supply by The Beatles Story Ltd of a booking time and date will be formed when we receive your signed Group booking form, or upon completion of your online booking purchase.
- 1.3 Your booking cannot be amended unless confirmed in writing by an authorised representative of the Beatles Story.
- 1.4 These conditions and any matters referred to by us form the entire understanding between you and us and supersede any prior promises, representations or undertakings.
- 1.5 Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, despatch 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.
- 1.6 The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract, meaning that no other person or party may claim any rights under this Contract.

2. Purchasing an Online Ticket

- 2.1 Online tickets are sold at standard entry rates. Our standard rates can be viewed at www.beatlesstory.com.
- 2.2 Online tickets can be purchased using our online booking system at www.beatlesstory.com
- 2.3 Online tickets are assigned a date of visit chosen by the Customer. If you arrive on a date different to that confirmed and stated on your online ticket, while all efforts will be made to accommodate you, the Beatles Story cannot guarantee admission.
- 2.4 Upon completion of your online purchase you will receive a Print-at-home e-ticket ticket with a unique booking reference. You can print and bring the ticket with you or present your e-ticket on your arrival. Failure to present a printed ticket or an e-ticket will result in refusal of entry.

3. Making a Group Booking

- 3.1 Group bookings are charged at reduced rates. Please contact our bookings team to confirm current rates. Group bookings are applicable for a minimum of 10 visitors.
- 3.2 Bookings to visit the Beatles Story as a group must be made by e-mailing the bookings team at groups@beatlesstory.com or using our online group booking system at www.beatlesstory.com. All group bookings must be made a minimum of 4 weeks before the chosen date of visit.
- 3.3 Your booking will be processed upon receipt of your Online Group ticket or of your completed and signed Group booking form which will be provided to you by a member of the bookings team following your enquiry.
- 3.4 Group bookings are assigned a date and time of visit chosen by the Customer. If your group arrives on a date or time different to that confirmed and/or entry cannot be staggered as detailed on your Group Booking Confirmation or Online Group ticket, while all efforts will be made to accommodate your group, the Beatles Story reserves the right to handle the group in the same manner as individual visitors (i.e. the Beatles Story cannot guarantee the group will experience the Beatles Story together, the group will be queued with other customers and will not have priority).
- 3.5 Failure to present a group confirmation or a contract company voucher will result in refusal of entry into the exhibition.

4. If you change a group booking

- 4.1 Subject to availability you may change a group booking to a different time and/or date up to 24 hours prior to your expected arrival date. Any changes to the date or time of your visit within 24 hours will be treated as a cancellation of the original booking and a new Contract will be formed for the revised time/date.
- 4.2 Group numbers and/or party structure (the combination of adults, concessions, and children) may be amended up to 24 hours prior to your arrival date. The maximum number of heads for group bookings is 50 per 15-minute timeslot. Any change to numbers to be admitted will be at the Beatles Story's sole discretion. (please see clause 11 - Refunds).
- 4.3 The Beatles Story will require immediate payment of any and all additional heads, as may be agreed by The Beatles Story in accordance with para's 4.1 and 4.2, prior to admission to the exhibition or unless agreed with the Beatles Story, no later than 24 hours prior to the visit.
- 4.4 Any provisional bookings must be confirmed 28 days prior to the date of arrival. If not, the Beatles Story reserves the right to offer your time and date to another party.
- 4.5 Should you need to change or amend a booking outside of our office opening hours, please contact 01517056622 to speak to a member of our team . While all efforts will be made to accommodate your group (subject to availability), The Beatles Story reserves rights to handle your group in the same manner as other individuals .

5. Group bookings for schools/young persons

5.1 Bookings for school groups should be directed to our bookings team by phone or email in order to arrange your itinerary for your visit and maximise access to our Discovery Zone. If for any reason the group is going to be late please contact the Beatles Story as soon as possible by calling 01517056622. For any enquiries please contact discoveryzone@beatlesstory.com

5.2 All school groups and groups of young persons must have a minimum leader/participant ratio of one adult group leader per every ten guests. Group leaders (as identified at time of booking) are admitted free of charge on the grounds that they are accompanying their group, and are responsible for the discipline and behaviour of their group.

6. All advance bookings

6.1 All bookings made online, by telephone, e-mail or other forms of distance communication are made subject to these terms and conditions and the person placing the booking warrants that he/she has the full authority to do so on behalf of all the persons they are making a booking for.

6.2 Before your booking is confirmed and the Contract comes into force, the Beatles Story reserves the right to increase or decrease prices provided that we will notify you in writing in good time prior to your visit. You may cancel your order within 7 working days of this notice if you are unhappy with the price increases/decreases without charge and if applicable refunds will be made in full on any monies paid in advance.

6.3 All bookings are subject to availability and the Beatles Story reserves the right to decline any booking at its discretion.

7. Arrival

7.1 On arrival all groups must confirm numbers with the admissions team and the group leader must authorise and sign their receipt, a copy of which will be retained by the Beatles Story.

7.2 For groups permitted to be invoiced as part of an FIT/Travel Trade contract or in writing from an authorised member of the Beatles Story, we reserve the right to charge the value agreed by the group leader on admission, which will supersede any value stated on any voucher received in lieu of payment, or any prior agreed value.

7.3 Groups arriving without a confirmed booking, or groups with numbers in excess of the agreed heads, may be refused admission subject to availability, and will be treated as normal paying guests i.e. will not be eligible for Priority entry, and must pay our standard rates on arrival prior to being admitted to the Beatles Story.

8. Priority entry

8.1 All advance tickets/bookings are eligible for Priority entry to the Beatles Story.

8.2 Priority entry guests are admitted separately from guests visiting without a booking; however you may still have to queue at peak times. Peak times include but are not limited to: school holidays, bank holidays, weekends, city events and potential visits to Liverpool by cruise ships.

9. Payment

9.1 Unless previously agreed as part of an FIT/Travel Trade contract or in writing from an authorised member of the Beatles Story, all customers must make payment in full prior to admission to the Beatles Story. No admission will be given to unpaid groups unless payment has been made in full.

9.2 Any group bookings made within 4 weeks of the date of visit are required to make payment at time of booking by credit/debit card. Bookings made earlier than 6 weeks prior to the date of visit will have the option of being invoiced and payment must be received before admission is permitted. Online Group bookings will be charged at point of sale in full by debit/credit card.

9.3 Payment for online tickets will be processed at time of booking by credit/debit card.

9.4 Payments shall be made in such format as we may agree with you when you place an order.

9.5 If any payment under these terms and conditions 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 the Beatles Story.

9.6 The price of the bookings will be set out when we confirm your booking. Our prices may change at any time, but price changes will not affect existing bookings that have already been confirmed. All prices are inclusive of VAT.

10. Cancellations

You may cancel a group booking up to 7 days prior to your arrival time. Any cancellations made within 7 days will be subject to a cancellation fee of 100% of the total cost of your booking. Failure to inform the Beatles Story of your cancellation in writing, resulting in non-attendance (a 'No Show') will incur a cancellation fee of 100% of the total cost of your booking.

11. Refunds

11.1 Online tickets and group bookings are non-refundable and non-transferable, except in exceptional circumstances, and agreed by an authorised representative of The Beatles Story.

11.2 Requests for refunds must be made in writing to the Beatles Story in advance of the date of visit and are subject to review in line with our cancellations policy.

- 11.3 The Beatles Story cannot refund any amounts if numbers on arrival decrease on the day or are less than those booked. If numbers increase, the Beatles Story insists payment is made for additional persons on arrival.
- 11.4 The Beatles Story accepts no responsibility for any third party/credit card charges incurred during the refund which may be deducted from the total value of any refund permitted
- 11.5 No refunds will be given on arrival for any pre-paid groups/guests whose numbers on arrival are less than those booked.
- 11.6 The Beatles Story are not liable for any third party ticket sales. Any refunds or date amend requests must be referred back to the original point of sale.

12. If we amend your booking

In the unlikely event it becomes necessary for the Beatles Story to change your booking, in total or in part, the Beatles Story will inform you as soon as is reasonably possible of any necessary changes. You shall have the choice of accepting the changed arrangements, making another group booking at the Beatles Story or cancelling your booking and receiving a full refund of any payments made.

13. Delay or failure to perform

We shall not be liable to you if we are prevented or delayed in the performing of any of our obligations to you if this is due to any cause beyond our reasonable control including (without limitation); an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission.

14. Liability

- 14.1 The Beatles Story shall ensure that the visit and/or other services you order from us are in accordance with these terms and conditions and shall be performed by us with reasonable skill and care.
- 14.2 We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Contract.
- 14.3 We only take bookings for private individual use. You agree not to make bookings for any commercial, business or re-sale purpose without our prior consent, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity arising out of this Contract.
- 14.4 Our entire liability in connection with the Contract will not exceed the purchase price of the services booked.
- 14.5 We do not exclude or limit in any way our liability for:
- (a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
- 14.6 The Beatles Story shall have no liability for any property lost during the visit.
- 14.7 Customers and Guests shall bear the liability for any and all damage caused by their action or the actions. Group leaders shall be responsible for the actions of those Guests within their group.
- 14.8 If any Customer or Guest's behaviour is deemed to be unacceptable or causes damage they may be asked to leave the Beatles Story's premises. If part of a Group, the Group may also be asked to leave the Beatles Story's premises. No refunds will be made under these circumstances.

15. General

- 15.1 This Contract is between you and The Beatles Story Ltd. No other person shall have any rights to enforce any of its terms.
- 15.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.3 In an evacuation situation the group leader(s) are responsible for the movements and exit of the group. The Beatles Story shall use reasonable endeavours to evacuate all persons off premises within 5 minutes. A copy of the Fire Evacuation Procedure can be obtained upon request. All risk assessments, fire risk assessments and associated procedures are available to download from www.beatlesstory.com or alternatively can be requested by phone on +44 (0) 151 705 6618
- 15.4 We are a company registered in England and Wales. Our company registration number is 02275265 and our registered office is at No.1 Mann Island, Liverpool, L3 1BP
- 15.5 If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning our customer service team at +44 (0) 151 705 6604 or by e-mailing us at info@beatlesstory.com

16. Your information

- 16.1 We will use the personal information you provide to us to:
- (i) take the bookings; and
 - (ii) process your payment for such bookings;
- 16.2 We will not give your personal data to any third party without your prior express consent. The Beatles Story will comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).
- 16.3 You can choose at the time of booking for The Beatles Story to inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us. If you do not wish to receive such information, please let us know by: emailing us at info@beatlesstory.com; or telephoning us on +44 (0) 151 705 6618 ; or writing to us; Marketing Department, The Beatles Story Ltd., Britannia Vaults, Albert Dock, Liverpool, L3 4AD, UK. Our privacy policy can be found at www.beatlesstory.com/contact
- 16.4 In line with the Data Protection Act 2018, any debit/credit card information provided by email will be deleted with immediate effect and without payment being taken. Credit Card payments must be made in person, by telephone or through our online booking systems.

17. Governing law and jurisdiction

The Contract is subject to English law and the exclusive jurisdiction of the English Courts.

