

The Terms & Conditions

The Terms and Conditions regulate booking of tickets for events in Aberdeen City Libraries using an online booking platform.

1. Definitions

1.1. In the Terms and Conditions the following expressions have the following meanings:

Our, Us and We: Aberdeen City Libraries

Terms: Terms and Conditions

Website: Online Booking Platform

You: Customer

Price: Price of the ticket

Order: An offer by the customer to Aberdeen City Libraries to buy tickets. All Offers are subject to acceptance by Aberdeen City Libraries.

Contract: Contract will be formed when Aberdeen City Libraries send the customer an order confirmation email.

2. Use of Online Booking Platform

2.1. These terms and conditions ("Terms") apply to tickets sold through Our online booking platform ("Website"). Please read these Terms carefully before placing an order. Customer acknowledges that by purchase they agree to be bound by these Terms. If customer does not accept these Terms, they must not place an order for any of the tickets through the Website.

2.2. The information contained in this Website has been prepared solely for the purpose of providing information about events and making online bookings for these events and must not be used for any other purpose.

2.3. By accessing this site customer will be assuming all risks associated with the use of this site, including risk of customer's computer, software or data being damaged by any virus which might be transmitted or activated via Our Website or customer's access to it.

2.4. Customer will only use this Website for personal private use.

3. Orders and Payment

3.1. The published price of the ticket ("Price") includes any applicable taxes and booking or collection fees.

3.2. Customer acknowledges and agrees that the Price may be subject to change and variation from time to time.

- 3.3. Customer shall pay for the tickets using one of the methods specified on the Website. Customer's Order shall not be placed until we have received their payment.
- 3.4. Customer's Order constitutes an offer to Us to buy tickets. All Orders are subject to acceptance by Us, and We will confirm such acceptance to customer by sending customer an e-mail attaching their tickets subject to the Order ("Order Confirmation"). The contract between us will only be formed when We send customer the Order Confirmation ("Contract").
- 3.5. It is the customer's responsibility to check the tickets that are subject to their Order and We are under no obligation to rectify any mistakes once the Contract has been formed in accordance with clause 3.4 above.
- 3.6. We will not be responsible for any tickets that are lost, stolen or destroyed.

4. Delivery of Tickets

- 4.1. Tickets will be supplied by email. When attending an event on site, please print the ticket or have it available on mobile device on the day.
- 4.2. Customers wishing to purchase tickets are required to register for a user account on the online booking system, accessible via the ACC website, prior to making any bookings.
- 4.3. Guidance on how to use the system will be available to all customers. Digital support is available for customers who do not have access to the internet or are less experienced with online systems so that they are supported with their bookings. This is available at our customer service centre, customer access points, local libraries and via our museum and galleries staff.

5. Refunds, Exchanges and Cancellations

- 5.1. Unless otherwise expressly stated in these Terms, customer will not be able to cancel an Order after it has been accepted by Us, nor is customer entitled to a refund for any tickets purchased by them, even if customer is unable to attend the event. The cancellation rights contained in the Consumer Protection (Distance Selling) Regulation 2000 (as amended) do not apply to the sale of tickets.
- 5.2. If the event is cancelled or rescheduled by Us customer will be entitled to a refund of the Price, less any card charges. We will contact customer regarding a refund.
- 5.3. We will use reasonable endeavours to notify the customer if an event is cancelled or rescheduled, but the customer acknowledges and agrees that it is their responsibility to check whether an event has been cancelled or rescheduled and We have no liability for any failure to notify the customer.

6. Conditions of Admission

- 6.1. The customer shall comply with all policies, procedures and safety announcements in force at the venue at which the event is to be performed, including any security procedures in place from time to time.
- 6.2. We reserve the right to refuse you admission to any event.
- 6.3. We reserve the right to request delegates to leave the event.
- 6.4. If event is on site, animals are not permitted within the venue, with the exception of assistance dogs.

7. Accuracy

We use reasonable endeavours to ensure that the information contained on the Website is correct at time of being published. We reserve the right to make changes to details regarding the event e.g the timings of event. Aberdeen City Libraries will endeavour to provide the customer with advance warning of any changes to events.

8. Data Protection

We process your personal data in accordance with all applicable data protection laws, as set out in our [Privacy Notice](#).

9. Limitation of Liability

- 9.1. If We fail to comply with these Terms, We shall only be liable to the customer for the Price of the tickets and, subject to clause 9.2, any loss the customer suffers that is a foreseeable result of Our breach of these Terms or our negligence, but We are not responsible for any loss, damages, costs or expenses the customer suffers which were not reasonably foreseeable to be incurred by the customer and could not have been reasonably foreseeable by the customer or Us on entering these Terms. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by the customer and Us at the time We entered into this Contract.
- 9.2. We only supply tickets for private use. The customer agrees not to use the tickets for any business or re-sale purposes and, notwithstanding clause 9.1, We have no liability to the customer for any loss of profit, loss of business, business interruption, or loss of business opportunity, howsoever arising.
- 9.3. We do not in any way exclude or limit Our liability for:
 - 9.3.1. Death or personal injury caused by Our negligence;
 - 9.3.2. Fraud or fraudulent misrepresentation;
 - 9.3.3. Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 9.3.4. Any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples);
 - 9.3.5. Any other matter for which it would be illegal for Us to exclude or attempt to exclude Our liability.

10. Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of any of Our obligations under these Terms that is caused by events outside Our reasonable control during which time Our performance under these Terms is deemed to be suspended. We will use our reasonable endeavours to bring to find a solution by which Our obligations under these Terms may be performed.

11. Variation of the Terms

We have the right to revise and amend these Terms from time to time, including but not limited to making changes to reflect changes in technology, changes in payment methods and changes in relevant laws and regulatory requirements.

12. General

- 12.1. If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 12.2. These Terms and any document expressly referred to in them represent the entire agreement between you and Us in respect of your use of the Website and your use of the Tickets, and shall supersede any prior agreement, understanding or arrangement between you and Us, whether oral or in writing.
- 12.3. You acknowledge that in entering into these Terms, you have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Website, the internet or in negotiation between you and Us except as expressly set out in these Terms.
- 12.4. These Terms are governed by and construed in accordance with Scots law. The Scottish Courts shall have exclusive jurisdiction over any disputes arising out of these Terms.