

Terms and Conditions for Merseytravel Tunnel Tours

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Agent: is defined as Ticket Quarter Limited or any other 3rd party distributor appointed by Merseytravel from time to time

Event Outside Our Control: is defined in clause 7.1;

Tunnel Tour: the services that We are providing to you

Terms: the terms and conditions set out in this document; and

We/Our/Us: Merseytravel and its employees or agents

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 Your contract with us shall take effect from the time that you purchase and/or make your booking either via Merseytravel or via one of our Agents

2.2 By making a booking with us you accept that these Terms of Business and any terms and conditions of our Agents will apply both to you and all persons on whose behalf your purchase is also made and you thereby confirm that you have the necessary authority of such persons to do so on their behalf.

2.3 Your contract with us is governed by English Law and the English courts shall have non-exclusive jurisdiction over any dispute with us.

3. CHANGES TO TERMS

3.1 We have the discretion to amend these Terms from time to time replacing all previous versions published by Merseytravel.

4. THE SERVICES

4.1 Subject to Clause 8 and 9 We will supply the Tunnel Tour to you for the date and time agreed at the time of your booking.

4.4 Tunnel Tours require a minimum of 5 or more bookings per tour. Merseytravel reserve the right to re-arrange or re-schedule the Tour if the minimum number of bookings has not been achieved.

5. RETURNS AND REFUND

5.1 Tickets cannot be returned to Merseytravel or refunded after purchase, unless the Event is cancelled, or the Customer is instructed to do so by Merseytravel. Where an event is cancelled, please return your ticket to Merseytravel with proof of purchase.

5.2 These terms and conditions do not and shall not affect the Customer's statutory rights.

6. PRICE AND PAYMENT

6.1 The price of the Tunnel Tour will be set out in our price list in force at the time you purchase your ticket. You can access the price list at www.merseytravel.gov.uk/tunneltours and at www.ticketquarter.co.uk/online/mersey-tunnel-tours

6.2 All prices include VAT but exclude any administration fees (or postage costs should that be necessary)

7. GROUP BOOKINGS

7.1 To make a group booking we require a minimum of 12 people and we can only allow for a maximum of 24 people.

8. CANCELLATIONS AND/OR DELAYS IN THE SERVICE

8.1 We will make every effort to deliver the Tunnel Tour on time. However, there may be delays or a cancelled tour due to an Event Outside Our Control as described in clause 8 for which Merseytravel will not be held liable.

8.2 If a tour is delayed or cancelled due to an Event Outside Our Control We will endeavour to re-schedule the tour for either a later time on the same day or for a different day. This decision will be at Merseytravels' sole discretion.

8.3 Merseytravel may consider refunding tickets for delayed or cancelled Tunnel Tours however this will be a decision made at Merseytravels' sole discretion and only if one of the alternative methods of remedy described in clauses 8.2 would not be suitable.

8.4 Merseytravel will not be liable for any indirect or consequential losses that may arise as a result of a cancellation or delay in a Service, in particular but not limited to, Merseytravel will not be liable to pay for any accommodation or alternative travel costs.

8.5 Merseytravel will not be liable for the reimbursement of tickets, as a direct result of the customer subsequently being unable to attend a pre-booked tour.

9. EVENTS OUTSIDE OUR CONTROL

9.1 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation incident within the tunnels, strikes, lock-outs or other industrial action by third parties, fire, explosion, storm, flood, high tides, earthquakes, , bad weather, fault in machinery, or any other natural disaster, or failure of public or private telecommunications networks.

9.2 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms, Our obligation under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control.

9.3 Where the Event Outside Our Control affects Our performance of the Tunnel Tour to you, We will reschedule the tour as soon as reasonably possible after the Event Outside Our Control is over.

Wherever possible Merseytravel at their absolute discretion may continue with the Tour avoiding the Event Outside Our Control if they deem it is safe to do so

9.4 Merseytravel accepts no responsibility for any loss and/or damage suffered by you as a result of any Event Outside Our Control (including any distress, inconvenience, anxiety, loss of enjoyment or damage to any property). This does not affect your statutory rights.

10. CONDUCT

10.1 You are expected at all times to conduct yourself in a manner which respects the health, comfort and safety of all other persons on the tour. You are also expected to comply with any reasonable request made by a member of our staff. If you do not, or if in our opinion your conduct is likely to give cause for concern, we reserve the right to refuse entry to the tour or may request that you leave the tour at any point. Under such circumstances we will not refund any money that you have paid for the tour and shall have no liability to you as a result of the cancellation.

10.2 All visitors must pay attention to and comply with all regulations and notices relating to the safety and security for the duration of the tour.

10.3 Smoking is strictly prohibited.

10.4 Any visitor that appears to be intoxicated may be refused entry by Merseytravel staff or employees

11. OTHER IMPORTANT TERMS

11.1 Only persons authorised by Merseytravel are permitted to sell or offer for sale any tickets for the Tunnel Tour outlined in these Terms.

11.2 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.

12. DISCOUNTED TICKETS

12.1 We offer a discounted rate to local educational establishments. Please call for further details.

13 MERSEYTRAVEL DISCLAIMER

13.1 Merseytravel shall not be liable for any injury to and/or death of any visitors or loss of/or damage to any property of visitors whilst in the custody or control of Merseytravel, unless such injury/death or loss is due to the negligence of Merseytravel.

13.2 Mersey travel shall not be liable for any indirect or consequential losses suffered by any visitors.

13.3 Due to the nature and physicality of the Tour we cannot be held responsible for any damage to clothing or property. The Tour is unsuitable for anyone under the age of 10 years old, anyone who is visually impaired or anyone who has any breathing or mobility issues.