## York Minster Box Office Terms and Conditions

These pages together with Our **Privacy Policy** set out all the terms and conditions upon which We provide ticketed visitor entry to York Minster ("the Minster") to You and to those accompanying You, including entry to ticketed concerts, exhibitions and other special events.

Please read these Terms and Conditions carefully before buying a York Minster Ticket. By buying a York Minster Ticket, You agree to be bound by these Terms and Conditions.

By using this website, You additionally agree to be bound by Our **Website Terms of Use**. If You do not wish to be bound by Our Website Terms of Use, You must not use this website.

Our York Minster Box Office Terms and Conditions apply only to the sale of York Minster Tickets and do not apply to the sale of any products from the York Minster Shop.

### 1. Definitions

"Concert", "Exhibition" and "Special Event" means any activity taking place in the Minster or in any other location in the Minster Precinct, including without limitation a concert, exhibition, or theatrical or musical performance, in respect of which We have the right to sell You Tickets.

An "E-ticket" contains a bar-code and is included in Your Order Confirmation. You must bring with You to the Minster either a printed copy of Your E-ticket or a mobile device on which Your E-ticket can be displayed, for it to be verified and scanned at the entrance to the Minster.

"Order Confirmation" is an email containing either Your E-ticket or Your Order Number.

Your "Order Number" is Your proof of purchase and is needed at the entrance to the Minster, where it will be verified and exchanged for a paper Ticket or Tickets.

"Promotional Offer Tickets" are Tickets that We offer from time to time at a discounted price, which are subject to certain conditions and are accessed using a given promotional code.

"The Chapter of York" is the governing executive of the corporate body responsible for the care, management and administration, and Christian mission, ministry and witness, of York Minster on behalf of the Church of England. Your contract for all Tickets purchased through this website is with the Chapter of York, of 8-9 Minster Yard, York, YO1 7HH.

"The Minster" and "York Minster" are references to the Cathedral and Metropolitical Church of St. Peter in York.

"Ticket" / "Tickets" permit visitors to enter those parts of the Minster that are normally open to the public, subject to these Terms and Conditions.

The terms "Us", "We" and "Our" refer to the Chapter of York and to all and any Chapter staff and duly authorised agents and contractors acting on its behalf.

The terms "You", "Your" and "Yourself" refer to You and to any person or organisation who in Our reasonable opinion is acting with Your authority or permission.

## 2. Purchasing Tickets Online

Please ensure that You select the correct Ticket type(s) and the correct Ticket date(s) prior to checkout. A charge of £10 will be applied every time a Ticket booking is changed. Should You wish to amend a Ticket order, please contact Our telephone booking line on 01904 557200.

Payment must be made in full at the time of buying a Ticket either by credit card or debit card.

You can pay by Visa, MasterCard, Visa Debit/Delta and Visa Electron secured by Worldpay. You undertake that all details that You provide for the purpose of purchasing Tickets are correct and that the credit or debit card You are using is Your own. If there are any changes to the details supplied by You it is Your responsibility to inform Us as soon as possible.

Upon purchase of a Ticket from Our website:

- You will receive an Order Confirmation email containing either Your E-ticket (if You selected that Ticket type) or Your Order Number as Your proof of purchase.
- Please check that You have received an email containing Your E-ticket or Your Order Number. We take no responsibility should You not receive this email due to reasons outside Our control e.g. junk mail settings or spam filtering.
- **Either** a printed copy of Your E-ticket or a mobile device on which it can be displayed must be presented at the entrance to the Minster for it to be verified and scanned;
- **Or** Your Order Number must be presented at the entrance to the Minster, where it will be verified and exchanged for a paper Ticket or Tickets.

It is Your responsibility to check the accuracy of all details on Your email confirmation as soon as You receive it, as it is not always possible to rectify mistakes later. When You receive Your email confirmation, please keep Your Order Number or E-ticket in a safe place as We cannot be held responsible for Your failure to present Your Order Number or E-ticket, or for any misappropriation of it by a third party who makes use of it at the Minster prior to Your arrival.

**Only Tickets purchased directly from Us are valid for entry to the Minster**. Tickets purchased from any unauthorised third party, including online auction sites, are **not valid** for entry.

## 3. Ticket Price

The price of Tickets may vary from time to time. Our prices are as stated on Our website but are liable to change at any time. When buying a Ticket the total price will be confirmed. We reserve the right to correct any pricing errors even after We have sent you the email confirmation, although We will endeavour to do so as soon as We become aware of the error.

All ticket prices are in UK Pounds Sterling and are subject to VAT at the applicable rate.

From time to time, We may decide at Our absolute discretion to issue Tickets under special promotions ("Promotional Offer Tickets"). All such promotions will be offered subject to availability and subject to any terms and conditions that affect the particular promotion.

## 4. Using Your Ticket

Visitor entry Tickets are valid for 12 months at no extra charge, enabling You to return for further sightseeing visits as many times as You like for a full year. If You are returning to the Minster and wish to re-use a visitor entry Ticket that You purchased during the preceding 12 months, please bring Your Ticket and proof of identity. Where a concession is claimed, proof of identity and concession entitlement (for example of age or student status) may be required.

Visitor entry Tickets are valid for entry to the Minster only during Our normal daily opening times. They are not valid for evening admission or admission to separately ticketed events.

Tickets sold for evening admission or admission to separately ticketed events and activities are valid solely for the event and date and time stated on the Ticket, not for 12 months.

We reserve the right to refuse entry to and/or to close all or parts of the Minster at any time. York Minster is an exceptionally busy working cathedral. Services held in the Minster are of varying duration and may sometimes be arranged at short notice. Sightseeing visitor entry may have to be suspended in parts or the whole of the Minster during certain services.

Tickets are non-refundable, non-transferable and void if altered. Tickets that We reasonably suspect have been transferred or altered will not be honoured unless We, in Our absolute discretion, choose to do so. Tickets must not be re-sold. Re-sale shall render the Ticket(s) in question void. Tickets are non-refundable in the event that admission is refused or We require the ticketholder to leave the Minster for any reason referred to in these Terms and Conditions.

Tickets remain Our property at all times. We reserve the right to require the immediate return of Tickets and to refuse entry to, or to eject from, the Minster any person who fails to comply with these Terms and Conditions.

If You purchase Tickets on behalf of a Group, You agree to be bound by these Terms and Conditions on behalf of every member of the Group and You agree that You will ensure that these Terms and Conditions are complied with by each person in the Group.

Ownership or possession of a Ticket does not confer any rights (express, implied or otherwise) on You or on any third party to use, alter, copy or otherwise deal with any symbol, trademark, logo and/or intellectual property that may appear on or be referred to on the Ticket.

## 5. Children

Children aged under 16 must be **accompanied** by a person aged 16 or over at all times whilst in the Minster or in the Minster Precinct or in the immediate vicinity of the Minster. All children aged under 16 must **remain** under the control and supervision of a person aged 16 or over at all times. Chapter staff may ask for proof of age before permitting admission to the Minster.

## 6. Health and Safety

Much of the present Minster was built between the late 11<sup>th</sup> and 15<sup>th</sup> centuries. Whilst most of the parts of this ancient cathedral church that are normally open to the public are easily

accessible for all, the historic stone floor may be unpredictably uneven in places, entry to some parts is via stone steps or access ramps of varying gradients, and lighting levels may vary.

You are required to exercise due care and attention during Your visit and to move around the Minster at all times with proper regard for Your safety. We accept no liability for any personal injury or any damage to property caused by any fall, trip or by any other means except where this is proven to be the direct and foreseeable result of negligence by Us or by Our staff.

#### 7. Your Conduct

Whilst You are visiting the Minster, You must comply with all directions of Our staff, and with all health and safety notices, policies and announcements that are made available to You.

Please respect York Minster as a place of Christian worship by switching Your mobile phone and all personal messaging devices to silent mode and by not making or receiving any calls.

We reserve the right, acting reasonably at all times, to refuse admission to the Minster or to remove from the Minster without any right to any refund any person whose observed or reported behaviour may adversely affect the safety or well-being of others, or the quiet use or enjoyment of the Minster by others as a prayerful place of public worship, private devotion or Christian pilgrimage, or which may damage the structure or any contents of the Minster.

If any visitor in breach of any of these Terms and Conditions is a member of a Group, then all individuals in such Group may also, at the Chapter of York's sole discretion, be denied entry to or be escorted from the Minster without any right to any refund.

No pets or animals may be brought into the Minster except for guide dogs, hearing dogs and registered assistance dogs.

No food or drink may be consumed inside the Minster.

No smoking (including the use of e-cigarettes) is permitted inside the Minster.

No access is permitted to any area of the Minster except those designated for public access.

No use of roller skates, roller blades, roller-shoes, scooters, children's sitting-on wheeled toys, toy weapons or throwing toys is permitted inside the Minster.

## 8. Security

We reserve the right to conduct random bag searches upon entry to the Minster. No suitcases or large bags may be brought into the Minster.

We have no facilities for the storage of visitors' personal property. Visitors are responsible for the security of their personal property and must keep it with them at all times. Unattended items will be removed by the Minster Police. We accept no responsibility for any loss or damage howsoever caused to any item of property belonging to any visitor to the Minster.

You must not bring into the Minster any weapon, firework, smoke bomb, glass bottle or other glass item or any other article which may cause personal injury or damage to property. Any person found to be in possession of any article deemed to be offensive or dangerous will be escorted forthwith from the Minster without any right to any refund and We reserve the right to make such reports of such incidents to such authorities as appear to Us to be appropriate.

## 9. Photography

Commercial photography is not permitted inside the Minster without the prior written permission of the Chapter of York. This includes the recording of any images and/or sound for commercial purposes and the uploading onto the Internet or any other online publishing of any material created or recorded inside the Minster. All commercial image-use rights in all images that are created inside York Minster remain the property of the Chapter of York.

No photography or audio or video recording is permitted during any Minster service, any act of public worship or private devotion or any ticketed concert, exhibition or other special event.

No photography or video recording is permitted at any time in the Undercroft or the Treasury.

From time to time We or third parties authorised by Us may carry out photography and/or other recording in the Minster and such images and/or recordings may feature visitors. You consent to the use of such images and/or recordings by Us in connection with advertising promoting the Minster (such as on the Minster website, social media sites and pages, partner sites, outdoor advertising and other Minster publications and publicity materials) and for Our internal purposes and, in doing so, You agree that We may edit, modify, publish and make available such images and/or recordings. You acknowledge and agree that You will not receive any compensation if We use such images and/or recordings for the purposes set out above.

If any visitor to the Minster is under 18 years of age and You are the parent or legal guardian of that person, You also consent to the use of their image and/or recordings for the purposes set out above. You acknowledge that the copyright in all such images and/or recordings rests with Us and/or the third parties authorised by Us to create such images and/or recordings and accordingly You grant to Us and/or to any third parties authorised by Us all rights in any images and/or recordings of You and/or Your child. You shall promptly execute such documents and perform such acts as may be required for the purposes of giving full effect to the foregoing.

Unless We have expressly prohibited it, You are permitted to take personal photographs and recordings within the Minster provided that these are solely for Your private use and are not sold or used for any commercial or public purpose. The use of tripods in public areas during normal opening hours is only permitted under the direct supervision of Chapter staff, and the arrangements to ensure this will happen safely must be agreed by Us in advance of Your visit.

By accepting these Terms and Conditions, You acknowledge that We may on demand have access to photographs taken and video and audio recordings made by You whilst inside the Minster and that We may request that specific photographs and/or recordings are deleted if they are deemed to be offensive to or infringe the privacy of other visitors and/or Our staff.

By accepting these Terms and Conditions, You agree not to intentionally photograph or create video footage of any individual without that person's prior permission and that You will adhere to all photography and filming restrictions in place from time to time whilst in the Minster.

#### 10. Our Liabilities

Our liability for any losses that You may suffer as a result of Us breaching these Terms and Conditions is strictly limited to the purchase price of the Ticket(s) that You purchased from Us.

We do not exclude or limit in any way Our liability for death or personal injury caused by Our negligence or that of Our employees (if acting within the course of their employment), Our agents or suppliers (if carrying out the work which they were contracted to do for Us), or any matter for which it would be illegal for Us to exclude, or attempt to exclude, Our liability.

We will not be responsible in any circumstances for any losses in the following categories (which list is not exclusive and is cited here for illustration purposes only): loss of income or revenue, loss of business, loss of business opportunity, loss of profits or contracts, loss of data, waste of management or office time, loss of goodwill, disappointment or emotional distress.

All personal arrangements including travel, accommodation or hospitality relating to Your visit to the Minster and all costs associated with the same are arranged entirely at Your own risk.

#### 11. Our Commitment to Provide a Service

You are reminded that from time to time it may be necessary for Us to close all or part of the Minster to sightseeing, sometimes with little or no notice. York Minster is an exceptionally busy working cathedral. Services held in the Minster are of varying duration and sightseeing visitor entry may have to be suspended in parts or the whole of the Minster during certain services. You are welcome to join Us in worship. Entry to all Minster services is free of charge.

The Minster is the subject of ongoing major conservation and repair work, some of which is unplanned and has to be arranged at short notice when emergency repairs are required. This may result in one or more areas of the Minster that are normally open for public access having to be closed to the public, and possibly screened off or clad in scaffolding or similar structures.

Tickets will not be refunded and no compensation will be paid in the event of any such closure.

## 12. Ticketing for Concerts, Exhibitions and Special Events ("Ticketed Activities")

## 12.1 Changes to Published Programme

We reserve the right to make alterations to the published programme of Concerts, Exhibitions and Special Events as and when in Our sole discretion We consider this to be appropriate.

### 12.2 Refunds and Exchanges

Except where We offer an applicable Ticket exchange or resale facility, Tickets cannot be exchanged or refunded after purchase unless the ticketed activity for which they were purchased is cancelled or rescheduled or where there is a material change to the ticketed

activity, as further defined below. Where a ticketed activity is cancelled or rescheduled due to circumstances beyond Our control, or where there is a material change to the ticketed activity, You will be entitled to claim a refund from Us in accordance with this clause 12.2.

A 'material' change is a change which, in Our reasonable opinion, makes the activity materially different to the activity that purchasers of Tickets for it, taken generally, could reasonably expect. The use of understudies in a theatrical or musical event shall not be a material change.

Where an outdoor ticketed activity commences but We are obliged to curtail it because of adverse weather, We shall not be liable to make any refund or pay any compensation.

Where a refund is sought You must bring this to Our attention as soon as possible on becoming aware of such cancellation or material change or, where the ticketed activity has been rescheduled, prior to the rescheduled date. The refund will equal the face value price paid. In order to claim a refund, write to Our Box Office at 8-9 Minster Yard, York, YO1 7HH enclosing Your complete unused Tickets, if received, promptly. Refunds will only be made to the person who purchased the Tickets and, where possible, will be made using the same method as was used to purchase the Tickets except, at Our discretion, where payment was made by cash.

These Terms and Conditions are not intended to and do not affect your statutory rights as a consumer. For further information about your statutory rights, please contact Citizens Advice (<a href="www.citizensadvice.org.uk">www.citizensadvice.org.uk</a>) or the Department for Business Innovation and Skills.

## 12.3 Liability

All personal arrangements including travel, accommodation or hospitality relating to any ticketed activity and all costs associated with the same are arranged entirely at Your own risk.

Liability for the cancellation or rescheduling of, or for material changes to, any ticketed activity will be limited to the refund as defined in clause 12.2 above.

#### 12.4 Cancelled and Rescheduled Activities

It is Your responsibility to ascertain whether a ticketed activity has been cancelled or rescheduled, and the new date and time assigned to any rescheduled activity. Where a ticketed activity is cancelled or rescheduled, We will use Our reasonable endeavours to notify You using the details You provided Us with when You purchased Your Ticket(s). We do not guarantee that You will be informed of such cancellation before the date of the ticketed activity. It is Your responsibility to inform Us of any change to the postal address, telephone number or email address that You provided Us with when You purchased Your Ticket(s).

#### 12.5 Restrictions on the Purchase of Tickets

Tickets may be restricted to a maximum number per purchaser. Any such restriction shall be notified to You at the time You purchase Your Tickets. We reserve the right to cancel Tickets purchased in excess of a permitted number without prior notice, unless the purchase of an excess was due to Our error.

Age restrictions may be applied to ticketed activities in Our sole discretion and or to comply with licensing conditions imposed by a competent licensing authority. Any such restrictions shall be notified to You at the time You purchase Your Tickets. We reserve the right to refuse admission, without any right to any refund, to any person seeking entry to a ticketed activity for which an age restriction applies if documented proof of age that We in Our sole discretion consider to be satisfactory is not produced to Our staff at the entrance to the Minster.

## 12.6 Restrictions and Prohibitions during Activities

The use of equipment for recording or transmitting (by digital or any other means) any audio, visual or audio-visual material or any information or data during any ticketed activity is strictly forbidden. Unauthorised recordings, films or similar items may be confiscated and destroyed. Any recording made of any ticketed activity in breach of these Terms and Conditions shall belong to Us. We will not be liable for any loss, theft or damage to any such confiscated items.

By attending a ticketed activity, You consent to filming and sound recording of Yourself as a member of the audience, and We may use such films and recordings without payment to You.

You shall not bring to any ticketed activity or display or distribute at the activity (whether free of charge or in return for payment) any sponsorship, promotional or marketing materials.

Mobile telephones and messaging devices must be switched off during the ticketed activity.

Alcohol may only be consumed during a ticketed activity if We provide a designated area that We have set aside and clearly marked for ticketholders to use for that specific purpose.

We will make every effort to admit latecomers to ticketed activities at a suitable point in the activity, which may be during an interval, but late admission cannot be guaranteed.

You may only leave and later return to an activity while it is in progress at Our sole discretion.

You must not obstruct gangways, access-ways, exits, entrances or staircases, or congregate in non-designated areas or seek entry to locations or seats for which You do not hold a Ticket.

### 12.7 Health and Safety

If You have requirements or concerns about any special effects which may be featured at a ticketed activity, You must notify Us of such matters when You purchase Your Ticket. Special effects may include, without limitation, sound, audio-visual, pyrotechnic or lighting effects.

### 13. Events Outside Our Control

Subject to applicable law, We shall have no liability to You if We are prevented from or delayed in performing Our obligations under these Terms and Conditions or under any other contract by acts, events, omissions or accidents beyond Our control, including (but not limited to) strikes, lock-outs or other industrial disputes (whether involving Our employees or those of any other party), failure of a utility service or transport network, act of God, pandemic or other public health emergency, severe adverse weather, war, riot, civil commotion, acts of terrorism, malicious damage, theft of essential equipment, third party injunction, compliance

with any law, government order, regulation, security directive or instruction issued by any emergency or security service or local authority or statutory regulatory body, breakdown of plant or machinery, fire, explosion, flood, storm or default of suppliers or subcontractors.

#### 14. How We Use Your Personal Information

We only use Your personal information in accordance with Our Privacy Policy. Please take the time to read Our Privacy Policy, as it contains important terms which apply to You.

When You purchase a Ticket on-line, We may use the data that You give us about Yourself to send You other information and updates in addition to Your Ticket. We may also use Your contact details to send You details of promotions that We think may interest You or to invite You to participate in market research. We may also use Your contact details and data about purchases or orders made by You to ensure that you are contacted about any risk of COVID-19 to which You may have been exposed during Your visit to York Minster. To improve Our picture of Your interests We may link the data that You give to Us with any other data that We have gathered about You.

We may provide links on Our website to the websites of other organisations, whether affiliated to Us or not. We cannot and do not give any undertaking that products You purchase from third parties through Our website, or from organisations to whose website We provide a link on Our site, will be of satisfactory quality, and any such warranties are disclaimed by Us absolutely. This disclaimer does not affect Your statutory rights against the third party seller.

#### 15. Variation

We reserve the right to revise and amend these Terms and Conditions from time to time by notifying You or placing updated Terms and Conditions on the website. You will be subject to the Terms and Conditions in force at the time(s) when you purchased Your Ticket(s). You may wish to print a copy of these Terms and Conditions with a date-stamp for future reference.

## 16. Assignment

We shall be entitled to assign any of Our rights and obligations under these Terms and Conditions without notice to You provided that Your rights are not adversely affected.

# 17. No Partnership, Joint Venture or Agency

Nothing in these Terms and Conditions and no action taken by You or by Us under these Terms and Conditions shall create, or shall be deemed to create, any partnership, joint venture or to establish any relationship of principal and agent or any other relationship between You and Us beyond the relationship created under these Terms and Conditions.

## 18. Waiver

If We fail, at any time, to insist upon the strict performance of any of Your obligations under any of these Terms and Conditions, or if We fail to exercise any of the rights or remedies to which We are entitled, this shall not constitute a waiver in whole or in part of any such rights or remedies and this shall not relieve You from compliance with such obligations.

## 19. Severability

If any of these Terms and Conditions is 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 and Conditions which will continue to be valid to the fullest extent permitted by law.

## 20. Third Party Rights

A person or organisation who is not a party to these Terms and Conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

## 21. Entire Agreement

These Terms and Conditions, Our Website Terms of Use and Our Privacy Policy and any other document referred to in them constitutes the whole agreement between Us and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between Us relating to the subject matter of these Terms and Conditions.

You acknowledge that, in agreeing to these Terms and Conditions, You do not rely on any representation or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions. Nothing in this clause excludes liability for any fraudulent act.

#### 22. Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in all respects in accordance with English law. Any dispute arising from or related to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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