

TALL SHIPS ABERDEEN 2025 CONCERTS
TERMS AND CONDITIONS

These Conditions govern all Tickets issued for the Event and the admission to the Venue and should be read in accordance with the Site Rules and the conditions of the Official Ticketing Agent. All capitalised terms used in these Conditions shall have the meanings given to them in paragraph 57 of these Conditions. All Tickets are issued either by Us or on Our behalf. Any person who purchases, possesses, uses or attempts to use any Ticket shall be deemed to have accepted and agreed to comply with these Conditions. In the case of any conflict or ambiguity between these Conditions and the Site Rules or conditions of the Official Ticketing Agent, these Conditions will prevail.

Ticket Purchase and Delivery

1. Tickets may only be purchased from Us (via the Official Ticketing Agent) or through any other sale or transfer mechanism authorised in writing by Us. Tickets purchased or obtained from any other source shall be void and may be seized or cancelled without refund or compensation.
2. We reserve the right to limit, at the time of purchase, the maximum number of Tickets that any person may purchase for the Event. Tickets may be limited to a maximum number per person, per payment card and/or per household. We reserve the right to cancel without prior notice any Tickets purchased in excess of this number.
3. The nominated payment card or the registered bank account used to purchase Tickets must be registered in the name and address of the Ticket Purchaser. We reserve the right to refuse any application for Tickets from any person who fails to comply with this condition or to cancel any Tickets purchased in breach of this condition.
4. To prevent fraud and protect both you and Us, either We or the Official Ticketing Agent may carry out checks and/or you may be asked to provide additional information (such as a copy of a credit or debit card statement) after your booking so We can verify your purchase. If We or the Official Ticketing Agent suspect fraud, We may cancel any order for Tickets.
5. Once payment in full has been received by Us or by the relevant the Official Ticketing Agent, the Ticket Purchaser will be provided, by email, with a confirmation of the sale and a booking reference number.
6. This agreement is not cancellable by you and all payments made by you are non-refundable except in the case of event cancellation. The cancellation rights contained in the Consumer Protection (Distance Selling) Regulations 2000 (as amended) do not apply to the sale of Tickets. In the case of event cancellation please contact the Official Ticketing Agent from whom you purchased your Ticket(s) to claim a refund.
7. The sale or other issuance of any Ticket is final and non-refundable except as outlined in paragraphs 15-23 of these Conditions or as required by applicable law. We reserve the right to not replace or accept any Ticket that has been lost, stolen, forgotten, damaged, defaced or forged, or any Ticket which is unreadable or incomplete. You are responsible for keeping your Ticket safe.
8. Tickets will be issued via email as e-tickets which can be displayed on mobile or printed.
9. E-tickets will be issued via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application.
10. If any Tickets have not been received 7 days before the Event, it is the responsibility of the Ticket Purchaser to contact the relevant customer service centre (please email tallshipsaberdeen@aberdeencity.gov.uk quoting the booking reference number given to the Ticket Purchaser at the time of the confirmation of sale).
11. It is your responsibility to check your Tickets and booking confirmation and inform Us immediately of any inaccuracies; mistakes cannot always be rectified. We cannot accept any liability if We are not notified of any inaccuracy in any documentation within 5 days of purchase.

Ticket Use & Prohibitions on Transfers

12. Save as set out in paragraph 13 below, Tickets are strictly non-transferable and must not be sold or offered, exposed, or made available for sale, or transferred or otherwise disposed of. We reserve the right to cancel without refund any Tickets issued to a Ticket Holder whom We believe plans to offer a Ticket for resale otherwise than in accordance with these Conditions.
13. If more than one Ticket is issued to a Ticket Purchaser, the Ticket Purchaser must retain one Ticket for his/her personal use. Any remaining Tickets may only be used by a natural person who is known to the Ticket Purchaser personally (and who did not become known to the Ticket Purchaser through the sale, transfer or disposal of the Ticket) and who is intended to accompany the Ticket Purchaser to the Event and subject to the following conditions:
 - a) the sale, transfer or disposal of any such Tickets must not be for a value greater than the Original Sale Price of the Ticket;
 - b) the Ticket must not be offered publicly (including on any website) whether for sale, as a gift or donation or any other means of transfer; and
 - c) the sale, transfer or disposal must be made strictly subject to these Conditions (and the transferee's acceptance thereof) which shall be binding upon the transferee in full as if the transferee was the Ticket Purchaser, save only that such transferee shall have no right to transfer the Ticket under this paragraph 13 nor any right to a refund under paragraph 19 of these Conditions.

14. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of paragraphs 12 or 13 of these Conditions may be cancelled and any person seeking to use the Ticket may be refused admission to or be ejected from the Venue without refund or compensation and may also be liable to legal action, even if the Ticket Holder did not have prior notice of these Conditions or the breach thereof.

Refunds & Cancellation

15. Tickets are sold subject to Our right to alter or vary the published Event programme without notification which may result in changes to the performance line-up, playing times or any other aspect of the Event. We reserve all rights in this regard. Any published start times of a performance at the Event are estimates and subject to change. We shall not be liable for any change of a published start time or change to the artists scheduled to perform. Where an artist or performer is advertised as a headline act and that artist or performer cancels their performance and no suitable replacement is substituted you will be entitled to apply for a refund under clause 19.
16. We reserve the right to make alterations to the time, date, duration and Venue of the Event or other details governed by any Ticket in the event of unforeseen or other circumstances, including (without limitation), Force Majeure, safety and security concerns or decisions from any Authorised Person or other competent authority. In the event of such alteration, neither We nor the Official Ticketing Agent will be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in paragraph 19 of these Conditions.
17. As soon as possible after We become aware of postponement, rescheduling or cancellation of the Event, all available information will be posted on www.tallshipsaberdeen.com but it is the responsibility of the Ticket Holder to ascertain whether the Event has been postponed, rescheduled or cancelled and any new dates, times, and venue. You accept that We have no liability to you for any failure to notify you of such changes.
18. A Ticket will not be exchanged or refunded if:
 - a) after the Event has started, it is stopped for any reason and is not completed the same day;
 - b) on any day of the Event, the start time is delayed for any reason;
 - c) the start time (but not the date) of the Event changes after the date the Ticket was purchased; or
 - d) the Ticket is used for entry into the Venue.
19. We shall only be required to refund a Ticket Purchaser (on application by the Ticket Purchaser) with the Face Value of the relevant Ticket, in the following circumstances:
 - a) if the Event is cancelled before the Event has started;
 - b) if the Ticket is for an Event which is postponed before the Event has started and the Event is rescheduled to another date (whether at the Venue or at a different venue) subject to the Ticket Purchaser's election under paragraph 20 of these Conditions;
 - c) if there is a cancellation by a headline act and no suitable substitution is made in terms of clause 15; or
 - d) if the Ticket Purchaser is otherwise entitled to a refund under applicable law.
20. If the Event is postponed before the Event starts and the Event is rescheduled to another date (whether at the Venue or at a different venue), the Ticket Holder may elect to either:
 - a) use the existing Ticket for the rescheduled Event if the Event is rescheduled for another date but at the Venue; or
 - b) if the Event is rescheduled to a different venue and there are insufficient Tickets available, or the Ticket Holder is unable to attend any rescheduled Event (whether at the Venue or at a different venue), the Ticket Purchaser shall be entitled to apply for a refund within 14 days of the notification of the reschedule pursuant to sub-paragraph 19(b) of these Conditions.
21. We shall not be required to refund any fees or charges paid in addition to the Face Value of the Ticket (for example, any Handling Fee or postage or courier charges) except where required by applicable law. No interest or costs will be payable in respect of any monies refunded.
22. Where paragraph 19 of these Conditions applies, only the original Ticket Purchaser may apply for a refund. If We initiate a refund process under sub-paragraphs 19(a), 19(b), 19(c), or 19(d) of these Conditions, the Ticket Purchaser will be advised of the process and the prescribed deadline for refund applications through the media or via direct communication within 10 working days of the cancellation or rescheduling of the Event. The Ticket Purchaser must follow the prescribed process and deadline and produce the original Ticket in order to be eligible for a refund. We shall not be required to issue a refund in relation to any Ticket which We reasonably believe has been the subject of a sale, transfer or disposal in breach of paragraphs 12 or 13 of these Conditions.
23. Promotions, deals or discounted offers are provided at Our discretion. All such offers are subject to availability and may be withdrawn by Us at any time. Retrospective refunds are not permitted against any offer or promotion advertised after a booking is made.

Venue Entry & Requirements

24. These Conditions incorporate the Site Rules. If any Ticket Holder fails to comply with the applicable Site Rules, the Ticket Holder may be refused admission to or ejected from the Venue without refund or compensation.
25. Ticket Holders shall comply with all policies, procedures and safety announcements in force at the Venue, including any security procedures, in place from time to time.

26. No persons under the age of 14 years shall be admitted to the Event. Persons under the age of 16 must be accompanied by an adult over 21. A minimum of one adult (aged over 21 years) shall accompany each two children (aged 14 – 16 years). Proof of identity and age may be required at the admission gate to the Venue (We only accept a valid passport, foreign national ID cards, driving license or home office approved PASS hologram as identification and/or proof of age. We only accept originals, We do not accept photocopies).
27. Admission to the Venue will only be authorised upon presentation of a valid Ticket and (if We and/or any Authorised Person require) photographic proof of identity and proof of age . One Ticket will be required for each person. The Ticket Holder is not guaranteed an uninterrupted and/or uninhibited view of any performance, nor is any representation or warranty given as to the quality, content, or duration of the Event.
28. No re-admission is permitted for Ticket Holders. Please ensure you have everything before entering the Venue. Re-admission for Ticket Holders may be permitted at the sole discretion of the Event security.
29. The last time of entry to the Venue will be advised on Our social media, website, and ticketing platforms. Please make sure to arrive before this time to ensure entry. We reserve the right to refuse entry to latecomers.
30. For the purposes of safety, security and/or checking compliance with these Conditions, each Ticket Holder shall, if requested by any Authorised Person, co-operate and comply fully with the instructions and guidelines of such Authorised Person (including by producing a valid Ticket and photographic proof of identity and proof of age).
31. A Ticket Holder may be required to submit to a body check and full search of his/her possessions and/or vehicle for the purposes of locating and removing any Prohibited Item, and any refusal by the Ticket Holder may result in refusal of admission to or ejection from the Venue without refund or compensation. Bags should be limited to a maximum size of A5.
32. At the search and entry point, ticket holders will be given the opportunity to give up prohibited items in their possession prior to the search. Once passed this amnesty area, any person found in possession of Prohibited Items may be refused entry or ejected, and will have the item confiscated, and not returned.
33. We and/or any Authorised Person may refuse admission to or eject from the Venue and/or Arena without refund or compensation any Ticket Holder who:
 - a) is noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or is behaving, or considered by any Authorised Person likely to behave, violently, harmfully or in a manner contrary to public order and/or safety;
 - b) brings or attempts to bring into the Venue, possesses or uses within the Venue or in the vicinity thereof any illegal substances, or products banned under the New Psychoactive Substances Act 2016. If found in possession of drugs or paraphernalia, You will not be granted access to the venue and will be referred to Police Scotland;
 - c) brings or attempts to bring into the Venue, possesses or uses within the Venue or in the vicinity thereof any Prohibited Item including, without limitation, alcoholic beverages, illegal substances including controlled, dangerous or illicit drugs, new psychoactive substances, poppers and nitrous oxide (also known as laughing gas), opened drink containers, cans/glass, unauthorized temporary signage and promotional items, flags/banners, fireworks/flares/laser lights/smoke generators, firearms, explosives, chemical radioactive or biological substances, chairs/stools, rollerblades/skates, skateboards, scooters or bicycles, animals (other than assistance dogs), professional cameras, audio recording equipment, video cameras or tripods, any other item that in the opinion of an Authorised Person could cause harm or public nuisance (and any Prohibited Items may be removed, confiscated and/or destroyed even if the item itself is not illegal without compensation at the discretion of any Authorised Person);
 - d) brings or attempts to bring into the Arena any food or any beverages;
 - e) brings or attempts to bring into the Venue, sells, possesses or uses within the Venue or in the vicinity thereof any sponsorship, promotional or commercial items or materials (of whatever nature) without Our prior written authorisation (and the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or whilst within the Venue);
 - f) whilst within the Venue or the vicinity thereof, engages in any form of activity related to marketing or advertising (including, for the avoidance of doubt, ambush marketing), or conducts any commercial activity whatsoever, or offers (either for free or for sale), sells or possesses items with intent to sell (including, without limitation, drinks, food, souvenirs, clothes, promotional and/or commercial items and literature), in each case without Our prior written authorisation (and any such items may be removed, confiscated and/or destroyed without compensation at Our discretion and/or the discretion of any Authorised Person);
 - g) whilst within the Venue or vicinity thereof, engages in disruptive, dangerous or violent behaviour including (without limitation) throwing, casting, thrusting or propelling any object at any person, instigates violence, demonstrates racism or xenophobia, behaves in a way that any reasonable person may interpret as provocative, threatening, discriminatory and/or offensive, creates or poses any threat to the life or safety of themselves or any other person(s), or harms any other person(s) in any way, or unreasonably obstructs the viewing of other spectators;
 - h) whilst within the Venue, enters or circulates in restricted access areas or other areas where that person is not allowed access to; or climbs lighting masts, fences, roofs and other apparatus or constructions;
 - i) whilst within the Venue, damages, interferes with or tampers with any property of any third party;
 - j) whilst within the Venue, smokes or vapes in any area where smoking and vaping is not permitted;

- k) is suspected of committing, or having committed, or being likely to commit, a criminal offence in or about the Venue; and/or
 - l) whilst within the Venue or the vicinity thereof, fails to comply with instructions from Us and/or any Authorised Person, or refuses a security search.
34. The Ticket Holder is responsible for his/her own personal property brought to and into the Venue. Neither We nor the Official Ticketing Agent, the Owner of the Venue nor any Authorised Person accepts any responsibility for any loss, theft, or damage of a Ticket Holder's personal property.

Media & Recordings

35. Photographs or any other recordings of sound or images taken by a Ticket Holder within the Venue may be used for personal, private, non-commercial and non-promotional purposes only. The Ticket Holder shall not, except for personal, private, non-commercial and non-promotional purposes and in any event not for commercial gain, disseminate at any time, over the internet, radio, television and/or any other current and/or future form or type of media, any sound, image, description of the Event (in whole or in part) including (without limitation) any such content made, recorded or captured in still or moving form by mobile phones or by any other form of wireless and/or portable device, and shall not assist any other person(s) in the conduct of such activities. Any recording or transmitting equipment (including professional cameras), unauthorised photos, recordings, tapes, films or similar items may be confiscated and/or destroyed by Us.
36. Each Ticket Holder attending the Event:
- a) acknowledges that he/she is likely to be filmed, recorded and/or photographed and the resulting content publicly disseminated across a range of media (including social media) for promotional purposes;
 - b) acknowledges that the police and/or security staff may carry out filming for the security of Ticket Holders and the prevention of crime;
 - c) agrees that perpetual use may be made, free of charge, of his/her voice, image and likeness captured whilst present at or about the Venue (by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies) and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies;
 - d) acknowledges and agrees that We are the sole legal and beneficial owner of the copyright and any other intellectual property rights of any nature whatsoever in and to any recordings of sound or images taken within the Venue (including future rights to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings; and
 - e) hereby unconditionally and irrevocably grants to Us a perpetual, exclusive, freely assignable and royalty-free licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings taken by the Ticket Holder within the Venue in breach of paragraph 35 of these Conditions.

Data Protection

37. Where We process your personal data WE do so in accordance with all applicable data protection laws.

Limitation of Liability

38. Nothing in these Conditions seeks to exclude Our liability or that of the owner of the Venue or any Authorised Person for death or personal injury caused by its negligence, fraud or other type of liability which cannot be excluded or limited by law.
39. Subject to paragraphs 19 and 21 above, neither We nor the Official Ticketing Agent shall have any liability to a Ticket Holder beyond the Face Value of the Ticket Holder's Ticket. Neither We nor the Official Ticketing Agent shall be responsible to the Ticket Holder for any indirect losses or damages including, but not limited to, loss of enjoyment, goodwill and/or travel or accommodation expenses. Personal arrangements including travel, accommodation or hospitality relating to attendance at the Event which have not been purchased from Us are at the Ticket Holder's own risk.
40. Subject to it being stated otherwise in these Conditions or on Our website, it is the responsibility of the supervisors of a child (aged 14 -16) to determine whether an Event is suitable for that child to attend, and neither We nor the Venue accepts any liability or responsibility in relation to the same.
41. Access the Venue is subject to capacity and We accept no liability and will not offer any Ticket refunds if a Ticket Holder is unable to attend a specific performance.

General

42. Prolonged exposure to loud noise may cause damage to your hearing. Please be aware that strobe lighting, pyrotechnics, lasers, smoke machines and other special effects may be used during the Event. We strongly recommend all minors wear ear defenders and all attendees take any precautions they deem necessary.
43. No trading is allowed anywhere within the Venue or in the vicinity thereof without Our prior written authorisation (and the Ticket Holder may be asked to deliver up a copy of any such authorisation upon entry to or whilst within the Venue) any failure to adhere to this condition could result in the responsible Ticket Holder being ejected from the Venue without refund or compensation.
44. The Event operates licenced bars and you need to be over the age of 18 to purchase alcohol at the Event. Please be aware that if We think that you look 25 years old or younger you may be asked to provide proof of age and if you are unable to do so you will not be served alcohol.
45. We take the needs of Ticket Holders who are disabled or who have other access requirements very seriously and actively encourage people of all abilities to attend the Event. If you have access requirements for the Event, please register your requirements through tallshipsaberdeen@aberdeencity.gov.uk
46. The Ticket Holder acknowledges that their personal information (as provided by the Ticket Purchaser) may be used for the purposes of the implementation of these Conditions subject to applicable law, including for administration, communication, enforcement, and access control purposes, in accordance with Our Privacy & Cookies Statement. We may share relevant information with third parties as may be generally and reasonably necessary for the proper and efficient staging of the Event.
47. In the event that any provision of these Conditions is declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision shall be severed to the extent necessary in that jurisdiction, and the remainder of these Conditions will remain in effect as if such provision had not been included and the validity, enforceability and/or legal effect of such remaining Conditions shall not in any way be affected or impaired thereby.
48. We reserve the right to make amendments to these Conditions from time to time at Our sole discretion (including, without limitation, by amending or supplementing the Site Rules and/or the list of Prohibited Items). A full copy of the latest version of the Conditions (as amended, if appropriate) will be available at www.tallshipsaberdeen.com. We shall notify Ticket Purchasers of such changes by email if they materially affect Ticket Purchasers' rights as a consumer.
49. Any information requests or other correspondence in relation to these Conditions should be addressed to: tallshipsaberdeen@aberdeencity.gov.uk.
50. Any breach of any these Conditions by the Ticket Holder may result in the cancellation of the Ticket, the refusal of admission to the Ticket Holder to the Venue, or his/her ejection from the Venue, in each case without refund or compensation in addition to any other remedy that We may have, even if the Ticket Holder did not have prior notice of the Condition or the breach. No failure or delay by Us to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right.
51. All Tickets and Wristbands (and the copyright in all Tickets and Wristbands) remain Our property. In the event of any breach of any of these Conditions by a Ticket Holder, Tickets and Wristbands must, upon the request of any Authorised Person, be delivered up to that Authorised Person. Such actions are without prejudice to other remedies which We may have.
52. These Conditions constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to these Conditions which is not already set out in these Conditions.
53. Any person (other than Us, the Official Ticketing Agent, the owner of the Venue or any Authorised Person) not party to these Conditions shall have no rights under the Contracts (Third Party Rights)(Scotland) Act 2017.
54. These Conditions will be governed by and interpreted in accordance with Scottish law. Any dispute arising from or in connection with these Conditions or a Ticket Holder's attendance at the Event will be submitted to the exclusive jurisdiction of the Scottish courts. Notwithstanding the foregoing, We reserve the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with Scottish law.
55. These Conditions shall not affect your statutory rights as a consumer. For further information about your statutory rights contact Citizens Advice or visit the www.gov.uk website.
56. To the fullest extent permissible in law, We shall be entitled to assign all and any of Our rights and obligations under these Terms and Conditions, provided that your rights are not adversely affected.

Definitions

57. When used in these Conditions, the following capitalised terms shall have the following meanings:
 - “**Arena**” means the area(s) within the Venue where performances will take place at the Event (namely Peterson Seabase);
 - “**Authorised Person(s)**” means collectively all Event management, Venue management, Police, public bodies and agencies responsible for safety and security in connection with the Event or the Venue, and their respective staff, officials, representatives, officers and volunteers;
 - “**Conditions**” means these terms and conditions and the Site Rules which are incorporated into these Conditions by reference, together with any amendments or updates to the same issued by or on Our behalf from time to time;

“Event” means any of the concerts as advertised at www.tallshipsaberdeen.com;

“Face Value” means the specified price of the Ticket only (including United Kingdom value added tax thereon) as stated on the relevant Ticket, and excludes any Handling Fee (or part thereof) or other fees or charges paid by the Ticket Purchaser in respect of that Ticket (including postage or courier charges);

“Force Majeure” means any event beyond Our control including, without limitation, failure of energy sources or transport infrastructure, nuclear, chemical or biological contamination, collapse of building structures, COVID 19 or any other outbreak of communicable disease, natural disaster, an act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, storms, earthquakes, royal mourning, national mourning, theft of essential equipment, malicious damage, strike, lock out, loss at sea, third party injunction, national defense requirements and/or acts or regulations of national or local governments, or the threat of any of the aforementioned;

“Handling Fee” means the fee payable per Ticket transaction or order, charged in addition to the Face Value of the Ticket, for the processing and delivery of Tickets in that transaction or order (including United Kingdom value added tax thereon);

“Official Ticketing Agent” means Our official appointed ticket agents for the Event, namely Ticketmaster and Aberdeen Performing Arts, acting as Our agent;

“Original Sale Price” means the specified price of each Ticket plus any Handling Fee (or part thereof) and other charges necessary to effect the sale or trade of that Ticket (including postage or courier charges);

“Prohibited Item(s)” means any items which We or any Authorised Person deem to be dangerous or inappropriate including (without limitation) those items specified in sub-paragraphs 33(b)(c) and (d) of these Conditions and any further items listed at from time to time;

“Site Rules” means all rules relating to the Venue made known to you by Us or by any third party on Our behalf whether in writing, online or otherwise (including on display at the Venue);

“Ticket” means any ticket (whether a hard copy ticket or an e-ticket) evidencing a personal revocable licence from Us for an individual to attend the Event and the Venue in accordance with the details indicated thereon;

“Ticket Holder” means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser or any person to whom the Ticket was issued or transferred, the terms “you” and “your” shall also be taken to refer to a Ticket Holder;

“Ticket Purchaser” means the individual who has purchased a Ticket or Tickets through the Event’s official ticket programme;

“Venue” means the entire premises where the Event is scheduled to take place including all adjacent and surrounding areas used or controlled by Us in connection with the staging of the Event; and

“We”, “Our” and “Us” means Aberdeen City Council, a local authority constituted by the Local Government etc. (Scotland) Act 1994 whose principal office is at Marischal College, Broad Street, Aberdeen AB10 1AB .