

# FOREST SPRINGS



## Terms and conditions

By buying or being issued tickets for the Forest Springs you are deemed to have accepted and agree to adhere to the terms and conditions below.

### 1. Definitions and interpretation

The 'Event' means without limitation, Forest Springs to be held at The Lexicon in respect of which We Are The Fair Limited are the 'Event Organisers' on behalf of and in conjunction with Bracknell Forest Council and The Lexicon (collectively known as 'The Organiser') and have the right to sell you tickets. 'Tickets' means tickets or other type of evidence (including electronic tickets) for an event sold by The Organiser to You. All proceeds from tickets sales minus admin fees will constitute charitable donations and will be donated to The Lexicon Charity Fund (1155173) (collectively known as 'The Receivers'). The Lexicon Charity Fund is managed in conjunction with Berkshire Community Foundation (BCF), an independent charity that connects local people with local causes and projects. The Lexicon has provided the Venue and We Are The Fair Limited has the right to occupy space to operate the event. 'Venue' means any facilities or locations of any nature where the event is being held. 'The Organiser' means We Are The Fair Limited (on behalf of The Lexicon and Bracknell Forest Council) 'You' means you or anybody who in The Organiser's reasonable opinion is acting with your authority or permission. 'Your' shall be read accordingly.

### 2. Incorporation

These terms and conditions incorporate and should be read in accordance with the Venue conditions and regulations, copies of which are available upon request from the Venue. In the event of any inconsistency between the terms in relation to Venue, those of the Venue shall prevail.

### 3. Tickets

All tickets are sold subject to availability and to these terms and conditions. These terms and conditions should be read carefully prior to purchase and any queries relating to them should be raised with us prior to purchase, as purchase of tickets constitutes acceptance of these terms and conditions. A valid e-ticket on mobile or tablet device or print out with QR code must be produced to get into an event. It is your responsibility to check your tickets, if you have made a mistake, it cannot always be rectified after purchase. Please check your tickets on receipt carefully and contact us immediately if there is a mistake. The price of a ticket constitutes a charitable donation to The Receivers, exclusive of any applicable taxes and booking fees. All children under 16 years of age must be accompanied by an adult.

### 4. Refunds and exchanges

The Organiser is not responsible for any lost, stolen, or damaged tickets. Any replacement of lost, damaged, or stolen tickets is at our discretion, and we may charge an administration charge for the replacement. We do not refund tickets except in certain circumstances. Tickets cannot be exchanged or refunded after purchase unless the performance is cancelled or rescheduled (subject to below). Where an event is cancelled or rescheduled (subject to below) by the Venue or The Organiser,

where the event is cancelled or rescheduled due to circumstances beyond The Organiser's control, you will be entitled to claim a refund from The Organiser in accordance with this clause. Where a refund is sought You must bring this to The Organiser's attention as soon as possible upon becoming aware of a cancellation or where the event has been rescheduled, prior to the rescheduled event. The refund for tickets equals at least the face value price paid or, if the face value has been reduced by The Organiser, the discounted face value price paid - refunds will be minus any booking or administration fees. In order to claim Your refund, please apply in writing via email to [info@bracknellforestsprings.co.uk](mailto:info@bracknellforestsprings.co.uk) Include the proof of purchase and enclose Your complete unused tickets, promptly (which must be no later than 1 month from the scheduled date of your booking). Refunds shall only be made to the person who purchased the tickets and, when possible, be made using the same method as was used to purchase the tickets.

## **5. Price and payment**

The price of the Ticket shall be the price set at the time The Organiser accepts your order. All prices set are exclusive of VAT and booking fees. The price does not include the cost of collection or delivery fee if applicable and requested by you, or any insurance product. The price of a ticket constitutes a charitable donation to The Receivers, exclusive of VAT and booking fees. No order will be accepted until The Receiver & Appointed have received full payment. You agree to us debiting or authorising the amount of the total ticket purchase price and booking fees from your credit/debit card - We will confirm to you how much this will be before you confirm the purchase where paying online. Where payment is not taken online, we will contact you within 24 hours of making your booking to confirm total payment due for your booking and take payment over the phone or at the venue as agreed with you. The tickets are for personal use. You must not auction, donate, offer for sale, or advertise tickets for sale via the internet or elsewhere without our prior written consent. A valid Ticket must be produced for each member of your party, except for children aged 2 years and under who do not require a ticket. A Ticket obtained in breach of the Terms, or which in our reasonable opinion is being used or is intended to be used in breach of the Terms, shall be void. This may include you being refused entry to Forest Springs or the Ticket being cancelled, without notification. No compensation will be provided in such circumstances, and we reserve the right to withhold any refund. You must not use tickets as prizes in promotions, sweepstakes, hospitality packages, auctions, lotteries, or competitions (including those used for charity) without our prior written consent. Any discounts, vouchers or lowered priced tickets must be mentioned when you buy your tickets and cannot be applied for in retrospect.

Tickets are priced as follows:

- River Net Retreat - £2
- Nautical Storytelling - Free
- Yoga Classes - £10
- Carer (1 ticket per ticket holder with needs, SEND sessions only) - Free

Ticket enquiries can be made by emailing [info@bracknellforestsprings.co.uk](mailto:info@bracknellforestsprings.co.uk). Queries will be dealt with within 48 hours.

## **6. Delivery**

Unless notified to the contrary, e-tickets will be issued by email to the email address supplied at the point of purchase, to be exchanged at the entrance to the Experience. No paper tickets will be issued by The Organiser.

## **7. Changes to the event**

The Organiser of the event and/or the Venue reserves the right to make alterations to the published event programme where reasonably necessary.

## **8. Liability**

Personal arrangements including travel, accommodation or hospitality relating to the event which have been arranged by You are at your own risk. Liability for the cancellation or rescheduling of an event, will be limited to the refund as set forth in Section 7. Neither The Organiser nor the Venue will be responsible for any loss, theft, or damage of Your personal belongings, other than caused as a result of The Organiser's negligence or that of the Venue or other breach of statutory duty. Other than liability for death or personal injury resulting from The Organiser's negligence, The Organiser and its employees or agents shall not be liable for any loss or damage howsoever arising, including without limitation any distress, inconvenience or anxiety caused during any experience and/or during evacuation from Forest Springs in the event of closure or accident.

## **9. Cancelled and rescheduled events**

It is Your responsibility to ascertain whether an event has been cancelled or re-scheduled and the date and time of any re-scheduled event. Where an event is cancelled or re-scheduled, The Organiser will use The Organiser's and the Venue's reasonable endeavours to notify You using the details You provided to The Organiser at the time of at the time of ordering. The Organiser do not guarantee that You will be informed of such cancellation before the date of the event. It is Your responsibility to inform The Organiser of any change to the contact address, telephone number or email address that You provide The Organiser with at the time of ordering.

## **10. Use of personal details and data protection**

The Organiser and the Venue collects data supplied by You for the purpose of facilitating your booking. When purchasing your tickets, you will be given the opportunity to 'opt in' or 'out' to receive additional information from The Lexicon as the Venue about future events etc. Payment is taken via a secure payment gateway and the data is not collected or stored by The Organiser.

## **11. Conditions of admission**

The management of the Venue reserves the right to refuse Ticket holders admission to the Venue in reasonable circumstances including for health and safety, licensing reasons or where a Ticket is void. The management of the Venue also reserves the right to request that Ticket holders leave the Venue at any point on reasonable grounds and may take any appropriate action to enforce this right. By way of example, the Venue may remove a Ticket holder who: 1) has behaved in the Venue in a manner which, in the reasonable opinion of the Venue has, or is likely to affect the enjoyment of other visitors; or 2) uses threatening, abusive or insulting words or behaviour or in any way provokes or behaves in a manner which may provoke a breach of the peace; or 3) in the reasonable opinion of the Venue is acting under the influence of alcohol or drugs; or No refunds will be given to Ticket holders who are refused entry or ejected due to their own behaviour as suggested in, but not limited to, the examples above.

## **12. Special Educational Needs and/or Disabilities**

One free carer ticket can be booked to accompany customers with Special Educational Needs and/or Disabilities (SEND) attending the event free of charge. A maximum of one free carer ticket per individual ticket holder with needs is available in a SEND session.

SEND sessions provide a calm environment for customers to enjoy the experience. Please email [info@bracknellforestsprings.co.uk](mailto:info@bracknellforestsprings.co.uk) to notify us of any support you need to attend the event. SEND sessions are scheduled at the following dates and times:

- As Water Falls (Braccan Walk North - opposite Skechers) - 10am to 11am daily
- River Net Retreat (Princess Square) - 10am to 11am daily

### 13. COVID-19 safety and compliance

All individuals attending the Event acknowledge that there may be additional measures and restrictions in place to ensure the safety of staff and guests in relation to COVID-19 (including any variants or mutations thereof) the COVID-19 measures which may vary according to health and safety and government advice at the time of your attending the Event (and your breach of any of these may lead to you being refused entry).

We reserve the right to alter or remove the COVID-19 measures at any time in response to the latest guidance or legislation from the UK Government or as otherwise deemed necessary by us. For more information regarding COVID-19 please visit [www.gov.uk/coronavirus](http://www.gov.uk/coronavirus)

The Venue and its Organisers reserves the right to revise, update and/or amend these access provisions in its sole discretion

Admission into Forest Springs is always subject to these Terms and the latest rules and guidance issued by the UK government and the Local Authority regarding COVID-19. If you breach any of these Terms and/or any such terms, conditions and/or rules then we may refuse admission or require you and/or other ticket holders to leave the Event without a refund.

### 13. WARNING

Strobe lighting and other effects are used in 'As Water Falls'. It will not be safe for those with epilepsy or other conditions with sensitivity to light.

Any questions please email [info@bracknellforestsprings.co.uk](mailto:info@bracknellforestsprings.co.uk). Forest Springs is managed and operated by We Are The Fair ([wearethefair.com](http://wearethefair.com)) on behalf of The Lexicon and Bracknell Forest Council.