

Becky Falls Ancient Woodland Park Limited

Animal Experiences Terms and Conditions

OUR TERMS

These are the terms and conditions on which we supply our animal experiences to you.

Please read these terms carefully before you place your order with us. These terms tell you who we are, how we will provide experiences to you, how you and we may change or cancel the contract between us, what to do if there is a problem and other important information.

By placing an order, you confirm that you accept these terms and that you agree to comply with them. If you are not a participant in the animal experience, you must ensure that all participants included in the booking understand the terms set out in The Experience section below.

We amend these terms from time to time. Every time you wish to place an order, please check these terms to ensure you understand the terms that apply at that time.

INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are

We are Becky Falls Ancient Woodland Park Limited (**Becky Falls**), a company registered in England and Wales. Our company registration number is 09885356. Our registered address is The Old Temperance House, 34/36 Fore Street, Bovey Tracey, Devon TQ13 9AE.

How to contact us

You can contact us by telephoning us on 01647 221259 or by writing to us at information@beckyfalls.com or by post to Becky Falls, Manaton, Newton Abbot. Devon. TQ13 9UG.

Booking

All animal experiences must be booked and fully paid for at least 7 days in advance.

The experiences are booked on a first-come first-served basis. We will contact you to confirm whether we can accept your order. Please do not assume your experience is booked, or make any related travel or accommodation arrangements, until you have received a confirmation email from Becky Falls that includes an experience information guide including your date and start time.

Bookings may not be cancelled or changed, other than as set out in the Cancellation and Changes section below.

Cancellation and Changes

By you

You may contact us to cancel or change your experience. If you contact us more than 14 days before the date of the experience, we will issue a full refund or make the change without charge (as applicable). If you contact us after this time, you will be charged an administration fee of 25% of the total cost of the experience or £20 (whichever is the greater). If you wish to change the date of the experience and there is no availability on your preferred date, this will be treated as a cancellation unless we are able to agree an alternative date that is no more than 6 months after the original date of the experience. If you wish to change the type of experience, this will be treated as a cancellation, followed by a new booking. You may transfer the booking into the name of another participant up to 24 hours before the experience is due to take place without the need to pay any additional fee. If you contact us after this time, you will be charged an administration fee as set out above.

By us

Cancellation:

We operate a working zoo environment. Therefore, things may happen beyond our control and your experience may need to be cancelled by us at short notice. If this happens you will be contacted via email or telephone giving you as much notice as possible before the experience is due to take place. Please check your phone messages and emails before setting out in case we have contacted you. If this happens, we will reschedule the experience for another available date or provide you with a full refund. Unfortunately, we are unable to refund any related travel or accommodation costs if we must cancel an experience for reasons beyond our control.

Changes:

While participants will have the opportunity to meet a range of different animals, because nature is unpredictable and the welfare of our animals is paramount, we are unable to guarantee interaction with any specific animals on the day of your experience. Routines and itineraries may be adjusted without notice.

THE EXPERIENCE

General

Standard conditions of entry into park apply for all participants on our experiences. We reserve the right to ask any participant to leave the park should that participant behave in an inappropriate or unsafe manner and no refund will be offered.

The advertised duration of the experience is approximate and may differ slightly on the day.

The participant is permitted to use a mobile phone to take photographs if deemed safe to do so by our member of staff.

Eligibility

Animal experiences are available for persons aged 8 years and above. There is no upper age limit. Any children under the age of 18 must be accompanied by a full paying adult on a ratio of 1 adult to each 2 children.

Unfortunately, certain guests will not be eligible to take part in experiences: this includes people with relevant phobias or known allergies, pregnant or nursing women, and immunocompromised individuals. Please contact us before booking so we can advise.

We welcome participants with physical and learning disabilities but please contact us before booking so we can advise on the suitability of the experience. We can enable free entry for qualified professional carers. This must be agreed in advance at the time of booking. Regrettably, there are some enclosures and parts of the park itself which are not wheelchair accessible.

Arrival

Participants must arrive at the Becky Falls café at the start time of the experience. We suggest participants arrive in our car park 10 minutes prior to the start time to allow for the walk to the café. Please do not arrive before 10am as the park will be closed and the car park will be locked.

Becky Falls is a working zoo and reserves the right to cancel an experience without refund if participants arrive more than 10 minutes late without prior agreement. The experience time will not be extended if a participant arrives late.

Clothing

The enclosures and behind-the-scenes can be muddy so participants must dress appropriately. For safety and comfort reasons, suitable clothing includes full-length trousers and closed-toe, sturdy shoes. A lightweight coat is recommended in case of rain. Becky Falls reserves the right to cancel the experience without refund if participants arrive without suitable clothing.

Health and Safety

As the zoo covers a large area, there may be a lot of walking involved from the entrance to the animal enclosure. Participants may be required to stand throughout the experience. Whilst our animals in the zoo are kept in the best health and we have strict hygiene procedures in place, all animals may carry pathogens that can be transmissible to humans, which may be a risk to immunocompromised individuals.

Participants will receive a copy of the Animal Interactions waiver which must be signed prior to your experience by the participant personally or by the accompanying adult or carer if the participant is under the age of 18

It is essential during the experience that the participant listen and follow instructions given by staff. Should the participant refuse to follow instruction, we reserve the right to stop the experience and will not offer a refund.

Participants may be asked at times to wear PPE during the interaction, this will be supplied by us. Participants must wash their hands, prior to and after the experience.

Additional visitors

Only persons booked for the experience may enter the park. Any additional persons wishing to enter the park or use any of our facilities must be paid for in advance online or on arrival with our car park attendant.

BUSINESS CUSTOMERS

We don't give business customers all the same rights as consumers

You are a business customer if you are buying services wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

WE USE YOUR PERSONAL DATA AS SET OUT IN OUR PRIVACY NOTICE

How we use any personal data you give us is set out in our Privacy Notice:

<https://www.beckyfalls.com/privacy-policy>

PHOTOGRAPHY

From time to time we and third parties authorised by us may take photographs and/or video recordings of the park, including the enclosures, car park and surrounding areas which may feature visitors. By accepting these terms, you agree that we or any authorised third party may use such images in our promotional and publicity materials and that we or the relevant third party will own all the copyright and any other intellectual property rights in those images and materials.

WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR SERVICES

Our liability to consumers

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- *Unexpected*. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- *Caused by an event outside our control*. In these circumstances, our liability to you shall be limited to a refund or to the provision of an amended experience on the day as set out in the Cancellation and Changes Section above.
- *Avoidable*. Something you could have avoided by taking reasonable action. For example, damage which could have been avoided by a participant wearing suitable clothing.
- *A business loss*. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in *Our liability to businesses*.

Our liability to businesses

If you're a business, then, except in respect of the losses described in *Losses we never limit or exclude*:

- we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for the experience under such contract.

Losses we never limit or exclude

Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

YOU HAVE SEVERAL OPTIONS FOR RESOLVING DISPUTES WITH US

Our complaints policy

Our Customer Service Team will do their best to resolve any problems you have with us or the experiences. If the Customer Service Team is unable to resolve the problem, it will be escalated to the Becky Falls Management Team.

You can go to court

These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer we can claim against you in the courts of the country you live in. If you are a business you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT

We can transfer our contract with you, so that a different organisation is responsible for supplying your product.

We'll tell you in writing if this happens and if you are a consumer we'll ensure that the transfer won't affect your rights under the contract.

Nobody else has any rights under this contract.

This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it. **If a court invalidates some of this contract, the rest of it will still apply.**

If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later.

We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.