



Lakemore Farm Park

Terms and Conditions

Please read these terms and conditions carefully.

This page (along with our Privacy Policy) tells you information about us and the terms and conditions (Terms) on which we sell and you may purchase admission tickets and other services (Services) listed on our website (Site) to you.

These Terms will apply to any contract between us for the sale of Services to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Services from our site.

By completing an order on our Site, you are accepting these Terms.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 20 (Our Right to Vary These Terms). Every time you wish to order our Services, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on 21 August 2020.

These Terms, and any Contract between us, are only in the English language.

Information about us

1.1 We operate the website www.lakemorefarm.com. Our address is Lakemore Farm Park, Clay Lane, Haslington, Crewe, Cheshire, CW1 5SQ.

1.2 If you have any questions or any complaints, please contact us. Our details can be found on our Site www.lakemorefarm.com.

How the contract is formed between you and us

2.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process. If you wish to make any changes to your order or

information provided once you have already placed an order, please contact us at info@lakemorefarm.com or on 07775758725. However, we cannot guarantee that we will be able to act on any request changes at this point.

2.2 After you place an order, payment will be taken from your card at which point the Contract between us will be formed. You will then receive a confirmation email (Confirmation) including a booking reference number, which you should retain.

2.3 You should print out and retain your Confirmation email in the event that you need to contact us about your order.

Non-cancellation

3.1 Please note that once you have placed an order on our Site, you are unable to cancel your order and all Services on our Site are non-refundable save for in exceptional circumstances.

Tickets

4.1 All admission tickets purchased on our Site entitle the holder to access the Farm Park subject to these Terms.

4.2 The prices of all tickets are as quoted on our Site from time to time in accordance with clause 15 (Price of Services and Delivery/Postal Charges) and must be paid in advance at the time of booking in accordance with clause 15.6. Please note that all ticket prices quoted on our Site apply when purchasing through our Site only.

4.3 For the purposes of ticket purchases, the following definitions which are used on our Site shall apply:

- (a) Adult means a person aged 18 years old and above;
- (b) Carer means a person who accompanies a Disabled person for the purpose of providing them necessary support and assistance with accessibility to the Farm Park;
- (c) Child means a person aged from 3 years old to 17 years old inclusive;
- (d) Disability means a physical or mental impairment that has a substantial and long-term negative effect on a person's ability to do normal daily activities within the meaning of the Equality Act 2010 and Disabled shall be construed accordingly;
- (e) Infant means a child aged under 3 years old.

4.4 Advance Tickets are valid for entry to the Farm Park only on the date that is specifically chosen.

4.5 Discounts may apply to one or more ticket types and will be as stated on our Site from time to time. If you are purchasing a discounted rate ticket, then you will be required to provide us with an accepted form of entitlement evidence at the point of entry to the Farm Park. Accepted forms will be set out in our Confirmation (see clause 2.4 (How the Contract is Formed Between You and Us)).

4.6 Visitors with Disabilities can admit one carer to the Farm Park free of charge upon producing proof of Disability, such as a “Blue Badge” car parking permit issued by their local Council or a letter from the Department for Work and Pensions with confirmation and photographic identification.

4.7 Infants (children aged under 3 years old) are permitted entry to the Farm Park free of charge.

4.8 Where you have selected a specific date to visit the Farm Park when purchasing your ticket and we are subsequently unable to accommodate you on that date for any reason other than your failure to comply with these Terms, we will use reasonable endeavours to agree an alternative date with you. But in the event that this proves impossible, we reserve the right to cancel your booking and provide you with a partial refund of the price paid to us for your ticket minus a twenty five pence transaction fee per ticket.

4.9 When you have received booking Confirmation in accordance with clause 2.3 (How the Contract is Formed Between Us), please ensure that you print the Confirmation and bring it with you when you visit the Farm Park. Alternatively, you can present your Confirmation on admission if saved on your smart mobile phone. You will be required to state the booking reference as stated on your Confirmation.

4.10 Except as otherwise set out in these Terms all tickets are non-exchangeable and non-refundable. No tickets are permitted for resale to any third party. Any tickets which have been altered in any way will be void. Except in the unlikely event of a total closure of the Farm Park where clause 4.8 applies we are unable to refund any tickets in the event of adverse weather conditions or any other unforeseeable events which are beyond our reasonable control in accordance with clause 17.0 (Events Outside Our Control).

Parking and admission

5.1 We provide FREE parking for visitors to the Farm Park. Users of our car park do so at their own risk. Lakemore Farm Park will not accept liability for any accidents, damage or loss incurred.

5.2 All visitors to the Farm Park must pay for admission and hold a valid admission ticket / voucher that must be retained at all times and submitted for inspection if required. Any person attempting to gain admission to the Farm Park or being found inside the Farm Park without a valid admission ticket or voucher may be asked to leave the Farm Park premises immediately.

5.3 Admission to the Farm Park will only be permitted up to thirty minutes before the Farm Park's closing time (see clause 8.0 (Opening Times and Availability)).

5.4 No child under the age of 16 years will be admitted to the Farm Park unless they are accompanied by an adult who is over the age of 18 years. All such children must remain under the control or supervision of an adult at all times whilst on the Farm Park premises.

5.5 No dogs or other pets shall be permitted entry to the Farm Park, with the exception of guide dogs and other assistance dogs which are permitted in certain areas of the Farm Park.

5.6 We reserve the right in our absolute discretion to refuse entry to the Farm Park, prohibit from any future entry to the Farm Park or escort from the Farm Park premises, any person who contravenes the Farm Park regulations set out at clause 9.0 (Farm Park Regulations) below.

5.7 Admission to the Farm Park is subject to the condition that, if requested to do so, you will allow yourself and/or your belongings to be searched by our staff.

5.8 Re-entry to the Farm Park following admission is not permitted without our consent.

Promotions / offers

6.1 Any third party promotions are subject to the terms and conditions provided by the third party supplier and you should read these carefully, including any expiration dates which are stipulated before purchasing any tickets or other Services from our Site to ensure that any voucher or discount code is valid.

6.2 Many promotions are only redeemable at the Farm Park's admissions gate and cannot be used in conjunction with any other offer or discount.

6.3 We are not a party to and will not in any circumstances become involved in or liable for any third party's terms and conditions of promotion or any dispute arising out of or in connection with them.

6.4 We reserve the right to reject any promotional voucher or discount code for any reason whatsoever.

Vouchers

- 7.1 Vouchers must be presented on arrival to the Farm Park. Failure to do so will result in you being required to purchase a ticket on site.
- 7.2 Vouchers can only be used during the Farm Park opening hours (see clause 8.0 (Opening Times and Availability)).
- 7.3 Voucher cannot be exchanged for cash.
- 7.4 We reserve the right to withdraw the voucher offer at any time.
- 7.5 We are not responsible if a voucher is lost, stolen, destroyed, or used without permission and no replacement will be provided in these circumstances.

Opening times and availability

- 8.1 Details of our opening times throughout the calendar year are available on our Site www.lakemorefarm.com.
- 8.2 We always endeavour to ensure that as many attractions as possible are available for view or use by visitors. We may, however, without any prior notice and, save as expressly provided in these Terms, without refund or compensation, change the opening hours of the Farm Park or attractions, close the Farm Park or any part of it temporarily, remove some animals from show to the public, restrict the number of visitors having access to the Farm Park and/or suspend or cancel any attraction or entertainment programme due to, without limitation, capacity, adverse weather conditions or the scheduling of special events, to ensure the safety, security or order of our animals and other attractions, our visitors, employees and representatives, or if we consider in our discretion that the circumstances so require.
- 8.3 We shall not be responsible or liable for any events beyond our reasonable control where we take such action described at clause 8.2 above in accordance with clause 17.0 (Events Beyond Our Reasonable Control).

Farm Park regulations

- 9.1 We reserve the right in our absolute discretion to refuse entry to the Farm Park, prohibit from any future entry to the Farm Park or escort from the Farm Park premises, any person who whilst on the Farm Park premises:
- (a) 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 disrupt any of our animals;

- (b) takes into the Farm Park or is found to have on their possession offensive weapons or dangerous articles;
- (c) fails to follow the written or verbal health and safety instructions of each area or attraction at the Farm Park or behaves in a manner which may endanger the safety of that person, other visitors, staff or animals at the Farm Park;
- (d) feeds or attempts to feed any of the animals, with anything other than the bagged animal feed sold at the Farm Park;
- (e) consumes alcoholic beverages in an area of the Farm Park which is not authorised in accordance with the Licensing Act 2003; takes alcoholic beverages into the Farm Park on admission; is found with alcoholic beverages on their possession; or appears to be under the influence of alcohol or illegal drugs or other substances; or
- (f) behaves in a manner, which in our opinion is or is likely to affect the enjoyment of other visitors.

9.2 The climbing of or standing upon fences, barriers, walls, structures, or buildings on Farm Park premises is strictly prohibited.

9.3 All smoking (including but not limited to cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars, herbal cigarettes, and e-cigs/e-cigarettes) is strictly prohibited once admitted into the Farm Park.

9.4 The use of bicycles, scooters, roller-skates, rollerblades, skateboards or any such other item is prohibited on the Farm Park premises and entry into the Farm Park with any such items of this nature will be denied, with the exception of:

- (a) child ride-along equipment which is fitted with a secure adult height control handle. Where such equipment is used, the supervising adult is deemed to accept all responsibility to ensure the safe use of the equipment without causing distress, injury or nuisance to other visitors or our staff; and
- (b) wheeled equipment used by our staff in the day to day operation of their employment duties.

9.5 Clothing which is, in our opinion, offensive to other visitors is prohibited from being worn on the Farm Park premises. Shoes and shirts/tops must be worn at all times.

9.6 Only persons or organisations authorised by us are permitted to sell or offer for sale any goods or services to visitors on the Farm Park premises.

Photography

10.1 From time to time we and third parties to whom we have provided authority may take photographs and/or video recordings of the Farm Park premises, including the car parks and surrounding areas which may feature visitors. By accepting these Terms, you agree that the Farm Park or any authorised third party may use such images in perpetuity in any promotional or publicity material in any format whatsoever. You further agree that all copyright and any other intellectual property rights that subsist in or arise out of these materials shall be absolutely owned by us or such authorised third party (subject to our agreement) as the case may be.

10.2 Any photographs and/or video or other image recordings which you take whilst on the Farm Park premises (Images) are deemed to be for personal domestic use only. Filming and/or photography for Public Broadcast, commercial purposes, training, or student projects are strictly prohibited without the express prior written agreement of the Farm Park. For the purposes of this clause 10.2, Public Broadcast means transmitting Images to a group of more than 10 people at one time, including by radio or television. Please contact us at info@lakemorefarm.com or on 07775758725 for further information in this regard.

10.3 For the avoidance of doubt, nothing in this clause 10.0 prevents you from uploading personal Images to social media websites to share for domestic purposes only.

Special events

11.1 We run special events on an ad hoc basis which will be listed on our Site from time to time (Special Events) and only available for a limited period, subject to availability. By purchasing any one of our Special Events you agree to the terms set out in this clause 11.0. For additional terms and conditions in respect of individual Special Events, please refer to the relevant booking page which you are deemed to accept when making a purchase.

11.2 For the purposes of Special Event ticket purchases, those definitions set out at clause 4.3 (Tickets) which are used on our Site shall apply.

11.3 The contents or programme of each Special Event and the prices are as quoted on our Site from time to time. We reserve the right to reduce or alter the contents or programme of any Special Event at any time. Special Event prices are in accordance with clause 15.0 (Price of Services and Delivery/Postal Charges) and must be paid in advance at the time of booking in accordance with clause 15.6.

11.4 Normal admission tickets, including gift tickets (see clause 4 (Tickets)) are not valid for admission into Special Events. Special Event tickets are only valid for the specific time and date stated in our email Confirmation in accordance with

clause 2.3 (How the Contract is Formed Between You and Us). We reserve the right to transfer the chosen and confirmed date to another date at any time or offer you an alternative date and will endeavour to provide you with as much notice as possible.

11.5 Once you have purchased a Special Event ticket and have received Confirmation in accordance with clause 2.3 (How the Contract is Formed Between Us), please ensure that you bring your ticket with you or collect your ticket where applicable on the date of your chosen Special Event.

11.6 We reserve the right to alter or reschedule any Special Event purchased with or without notice for reasons beyond our control in accordance with clause 17.0 (Events Outside Our Control), including but not limited to animal welfare, health and safety, staff shortages, adverse weather or changes to our animal or wildlife collections. However, where altered, we will always endeavour to replace any purchased Special Event with a similar programme to that advertised and keep any changes to a minimum. Please be aware that rescheduling may occur on the same day of your Special Event. We cannot be held liable for any travel, accommodation or other related costs or expenses in the event that a Special Event is rescheduled.

11.7 The description of each Special Event advertised on our Site, including the duration is only an approximate guide as to what you should expect from the programme on the day and is subject to variation. This will be dependent on several factors including but not limited to availability of staff, weather conditions, and the health and wellbeing of the animals.

11.8 You must arrive to the designated area of the Farm Park for the Special Event at the pre-booked time. Should you arrive late, we reserve the right to refuse your entry to the Special Event without rescheduling or refund.

11.9 Save as otherwise expressly provided in these Terms, all Special Event tickets purchased are non-exchangeable, non-refundable, and not for resale.

11.10 Whilst we will endeavour to accommodate any visitor with a disability or learning difficulty who has purchased a Special Event, this cannot always be achieved for practical and health and safety reasons. Please contact us for advice in this regard before making any purchase. Unfortunately, some visitors will be unable to attend or participate in some of our Special Events (in whole or in part) due to health and safety issues, pregnancy, or disabilities. In the event that we do not deem that it is safe for you to attend or take part in a Special Event, you will not be entitled to a full refund for the Special Event. Please contact us for advice in this regard before making any purchase

Your warranty

12.1 By accepting these Terms and purchasing an order for Services on our Site, you warrant that you:

- (a) are at least 18 years of age;
- (b) have the ability to enter into a legally binding contract;
- (c) have the authority to provide us with payment instructions from a payment card or billing account; and
- (d) shall not without the Farm Park's express authority use any of our Services for any commercial, business or resale purposes.

Data protection and privacy

13.1 When you browse our Site, register your details and order Services on our Site, we process information about you in accordance with our Privacy Policy. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate to the best of your knowledge.

13.2 Upon entering into the Contract you consent for your contact information to be provided to any UK government organisation or local authority for the purposes of public health and/or protection, including but not limited to NHS Track and Trace.

Our right to vary these terms

14.1 We amend these Terms from time to time. The date these Terms were last updated is stated at the beginning of these Terms.

14.2 Every time you order Services from us, the Terms in force at the time of your order will apply to the Contract between you and us.

14.3 We may revise these Terms as they apply to your order from time to time to reflect the following circumstances:

- (a) Changes in how we accept payment from you; and
- (b) Changes in relevant laws and regulatory requirements.

Price of services and delivery/postage charges

15.1 The prices of the Services are as quoted on our Site. We take all reasonable care to ensure that the prices of Services on our Site are correct but, in the event of an error in the price of Services you ordered, 15.5 will apply.

15.2 Prices for our Services may change from time to time, but, save in the event of an error to which clause 15.5 applies changes will not affect any order which we have confirmed with a Confirmation email in accordance with clause 2.3 (How the Contract is Formed Between Us).

15.3 The price of a Service includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being.

15.4 The price of a Service does not include any applicable delivery or postal charges unless otherwise indicated. Where delivery or postal charges apply, they will be as quoted via direct communication with you (either via telephone, email, or social media) or on our Site from time to time on the relevant booking page.

15.5 It is always possible that, despite our reasonable efforts, some of the Services on our site may be incorrectly priced. In this event:

(a) where the Service's correct price is less than the price stated on our Site, we will charge the lower amount; and

(b) if the Service's correct price is higher than the price stated on our Site, we will contact you by email to the email address provided at the time of placing your order as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Service at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process within a reasonable period, we will treat the order as cancelled and notify you by email.

15.6 Payment for all our Services online must be made at the time of the relevant transaction using a debit card or credit card.

Our liability

16.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

16.2 We only supply our Services for domestic and private use. You agree not to use our Services for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Events outside our control

17.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 17.2.

17.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation epidemics of infectious diseases (such as Covid-19), strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

17.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

Communications between us

18.1 When we refer, in these Terms, to “in writing”, this will include e-mail.

18.2 If you wish to contact us in writing for any reason, you can send this to us by e-mail info@lakemorefarm.com or by pre-paid post to Lakemore Farm Park, Clay Lane, Haslington, Crewe, Cheshire, CW1 5SQ. You can also contact us using our telephone number 07775758725.

18.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

Other important terms

19.1 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However, if you have purchased a Service as a gift, you may transfer the benefit of our warranties in clause 12 to the recipient of the gift without needing to ask our consent.

19.2 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise. However, the recipient of your gift of a Service will have the benefit of our warranties at clause 12 but we and you will not need their consent to cancel or make any changes to these Terms.

19.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

19.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

19.5 Please note that these Terms are governed by English law. This means a Contract for the purchase of Services through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.