

HOCKERHILL

# TERMS & CONDITIONS



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## TERMINOLOGY OF MEANINGS

In these Terms & Conditions the following words shall have the following meanings:

- “Hockerhill” means Chillington Playbarn Limited T/A Hockerhill and its associated grounds
- “Company” means Chillington Playbarn Limited T/A Hockerhill
- “Contract” means these Terms & Conditions
- “Management” means the Management of Chillington Playbarn Limited T/A Hockerhill
- “Hockerhill Staff” means the staff, employees, and representatives of Chillington Playbarn Limited T/A Hockerhill
- “Guest(s)” means the company, firm or individuals present within Hockerhill
- “Ticket” means the entry ticket and respective cost of that ticket into Hockerhill

## GENERAL

- The Management will attempt to ensure that as many rides and attractions as possible are open for use by guests, however, The Management reserves the right to alter or change the programs of rides and attractions if at any time it is deemed necessary to do so.
- All persons visiting Hockerhill are admitted subject and agreeing to the Contract.
- The Management reserves the right to not issue any refunds. Refunds are only issued completely at The Management’s own discretion.
- Term Time is as the Staffordshire County Council Listings for School Holidays 2024/25
- The Management and Hockerhill Staff reserves the right to refuse admission to/or to remove from Hockerhill, in its absolute discretion and without giving any reasons, any person failing to comply with the Contract or whose presence is, in its absolute discretion, a source of danger or annoyance and shall have no obligation to give any reason therefore.
- Parking must be within the official car park.
- Entry into, and the right to remain within, Hockerhill is subject to the requirement to submit to search or searches, of guests, their baggage, or the vehicles in which they travel.
- Management accepts no responsibility for vehicles or their contents, which are left entirely at owner’s risk.
- Dogs are welcome on a lead with responsible owners in the outside area at our absolute discretion. Harnessed guide or assistance dogs are always welcome throughout.
- Items left in play areas or at rides are at owner’s risk.
- Lost children and lost item inquiries should be made at the entrance desk.
- Any behaviour such as drunkenness, violent or abusive conduct, singing or shouting which may constitute an annoyance to other Guests or Hockerhill Staff is prohibited.
- Anyone displaying lewd, offensive or threatening behaviour either to Guests or Hockerhill Staff will be removed from site without a refund and may involve the police in the matter if we see fit.
- The Guest shall not (and shall ensure that all guests/delegates and third parties employed do not) use the name, logo or any details of Hockerhill or the Company for any matter.
- The Guest shall not (and shall ensure that all guests/delegates and third parties do not) permit any goods, services or any other matter capable of being sold (including, but not limited to, tickets) to be sold within Hockerhill without the prior written approval of the Company and any public authority (where necessary).
- Any person who is not party to the Contract shall have no rights under the Contracts (Right of Third Parties) Act 1999 to enforce any terms of this Contract. The clause does not affect any right or remedy of any person which exists or is available otherwise than the pursuant to that Act.
- No variation or alteration of any of the Contract shall be effective unless it is in writing and signed by or on behalf of each party.
- This Contract shall be governed by English Law and the parties to this Contract submit to the jurisdiction of the English courts.

## TICKETS

- All Guests entering must have a valid entrance ticket that must be retained throughout their visit. Tickets are not transferable and accordingly may not be sold or passed on to any third party.
- Tickets are sold on the understanding that no money in respect of unused tickets will be reimbursed.
- Lost or stolen tickets will not be replaced.
- Family tickets must be purchased before midnight the day before your visit.

## FIRE, HEALTH & SAFETY

- The climbing of fences, stands or any other buildings is forbidden.
- The misuse of structures, interference with equipment or devices which are there in the interests of safety is a criminal offence, offenders will be asked to leave Hockerhill without a refund and may be subject to prosecution.
- Ignoring safety warnings given either verbally or by signage may result in being asked to leave the site without a refund.
- The possession or use of illicit drugs is strictly forbidden and the Police will be asked to attend.
- The possession of any weapon or other item to cause damage or injury to persons or property is strictly prohibited and may result in criminal action being taken.
- Any person failing to comply with instructions from a member of Management may be ejected from Hockerhill with no refund.
- The Guest shall pay for the cost of repairing any damage caused to the property, contents or grounds of Hockerhill and the Company and its Guests.
- The Company reserves the right to evacuate Hockerhill in the event of a Fire Alarm, or other emergency irrespective of whether it is a genuine emergency or not, in order to protect all Guests, Management and Hockerhill Staff and in this event, does not accept any liability for any delay or it liable to refund part or all of the Ticket.

## SMOKING POLICY

- Smoking (including e-cigarettes) is strictly prohibited within Hockerhill play barn and its surrounding areas.
- Management and Hockerhill Staff reserve the right to refuse admission or to evict Guests from these areas should they violate the smoking policy or any other clause.

## LIABILITY

- The company shall in no circumstances be liable for any loss, damage, cost or expense or any consequential or indirect loss or damage of any kind.
- The Company does not accept responsibility for parental supervision or guardianship for any individuals under the age of 18 years.

## FORCE MAJEURE

- "Force Majeure" means any circumstances beyond the control of The Company including, but not limited to, acts of God, war, terrorism, civil disturbance, order of a Government Ministry or department or public authority, fire, flood, natural catastrophe, royal demise, labour dispute, lock-out, withdrawal of labour or breakdown or interruption of services or transport (public or otherwise) or death or illness of a key person, lack of power and delays by suppliers or materials shortages.
- If the Company is prevented from or hindered from operating or partially operating by a Force Majeure the Company may, at its sole option, and without being liable for any loss or damage suffered by the Guest or guests/delegates of or any third party employed by the Guest suspend operations for the period of the event plus such time as may be required to resume normality. Such an event shall not entitle visitors to take any steps against the company for breach or to terminate the agreement or otherwise.

## PROMOTION CODES AND VOUCHER CODES

- Hockerhill reserves the right to cancel or amend promotional/voucher codes and their terms and conditions at any time without prior notice. Your statutory rights are not affected.

## PHOTOGRAPHY

- From time to time Hockerhill or other authorised parties may carry out photography and/or video recording within Hockerhill, which may feature visitors. Entry into the Hockerhill complex is deemed acceptance of these regulations and you, therefore, agree that Hockerhill or any authorised party may use such images in perpetuity in any promotional, advertising or publicity material in any format whatsoever. You further agree that copyright in these materials rests with Hockerhill or such authorised party (as the case may be).



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