

REAL SNOW. IN AUGUST!

Experience the UK's first SnowPark trial!



Terms & conditions

By buying or being issued tickets for SnowPark at The Lexicon you are deemed to have accepted and agree to adhere to the T&Cs below.

1. Definitions and Interpretation:

“Event” means The SnowPark at The Lexicon, held at The Lexicon.

“Event Organiser” means Ice Park Limited, operating on behalf of and in conjunction with The Lexicon.

“Venue” means The Lexicon and any of its facilities or locations where the Event is being held.

“Ticket(s)” means any valid evidence of a right to attend the Event (including electronic or printed tickets) sold or issued by the Event Organiser.

“You” / “Your” means the ticket purchaser or any person acting with the purchaser’s authority or permission.

2. **Incorporation:** These T&Cs 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 T&Cs. These T&Cs 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 T&Cs.

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 as 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 is, inclusive of VAT and booking fees.

All children under 16 years of age must be supervised by an adult while at the SnowPark. Children aged 3 years of age and under, must be accompanied into the play area by an adult 16 years of age or older. Parents and guardians remain responsible for supervising children at all times during the experience. Your ticket entitles you to one admission to SnowPark at The Lexicon experience. Each session is approximately 25 minutes long. A valid ticket must be produced for each member of your party, except for babies in arms who do not require a ticket, however a minimum of one ticket must be purchased per family group, even if the child is a baby in arms.

Your ticket includes: 25-minute experience.

4. **Clothing Requirements:** The attraction operates at low temperatures necessary to maintain real snow. You should therefore ensure You are suitably dressed before entering. You are responsible for wearing appropriate warm clothing and suitable footwear, that is enclosed, clean, waterproof and suitable for walking on compacted snow. The Event Organiser reserves the right to refuse entry where clothing or footwear is considered unsuitable for the safety of the participant.
5. **Medical Conditions:** If You have medical conditions that may be affected by cold temperatures, You should seek medical advice before attending. Snow is naturally uneven and may become slippery. You enter and participate at Your own risk and should exercise reasonable care at all times.
6. **Temporary Closure and Operational Changes:** The Event Organiser reserves the right to temporarily suspend, modify or close all or part of the SnowPark experience at any time, where reasonably necessary for operational, maintenance, technical, commercial or health and safety reasons.

This may include, but is not limited to:

- Temporary suspension of snowfall or snow-making equipment.
- Temporary closure of specific play areas or features.
- Capacity restrictions or temporary pauses to admissions.

- Operational changes required due to changing elements of the trial, technical issues, maintenance or any other circumstance affecting the safe operation of the attraction.
- Snow conditions, snowfall intensity and snow depth will naturally vary throughout the day depending on operational requirements, visitor numbers and environmental conditions. Promotional images and videos are for illustrative purposes only and actual snow conditions may differ.
- Where a temporary closure or operational change does not materially affect the overall visitor experience, no refund, compensation or exchange shall be payable.
- Where the Event Organiser is required to cancel an entire session before entry due to circumstances within its reasonable control, ticket holders will be offered either an alternative session (subject to availability) or a refund in accordance with these Terms and Conditions.

7. Participation and Personal Injury: Entry into SnowPark and participation in all activities is entirely voluntary. By entering the attraction, You acknowledge that playing in real snow involves inherent risks, including but not limited to slips, trips, falls, collisions with other participants and exposure to cold temperatures.

You are responsible for behaving in a safe and sensible manner at all times and must follow all instructions given by Event staff. Running, pushing, rough play, climbing on barriers or structures, throwing snow or other objects at another person's face, or any behaviour deemed unsafe by the Event Organiser is strictly prohibited.

Nothing in these Terms and Conditions shall exclude or limit the liability of the Event Organiser for death or personal injury caused by its negligence, fraud, fraudulent misrepresentation or any other liability which cannot be excluded or limited under English law.

8. Refunds and exchanges: The Event 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 refunded after purchase however can be exchanged to another date with 72 hours notice unless the performance is cancelled or rescheduled by The Event Organiser. Where an event is cancelled or rescheduled (subject to below) by The Venue or The Event Organiser or where the Event is cancelled or rescheduled due to circumstances beyond The Event Organiser's control, you will be entitled to claim a refund from The Event Organiser in accordance with this clause.

Where a refund is sought you must bring this to The Event 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 Event Organiser, the discounted face value price paid. Refunds will be minus any booking or administration fees.

To claim your refund, please apply in writing via email to info@icepark.co.uk. Include the proof of purchase and enclose your complete unused tickets, promptly (which must be no later than 14 days 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.

9. Price and payment: The price of the ticket shall be the price set at the time The Event Organiser accepts your order. All prices set are inclusive 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. No order will be accepted until The Event Organiser and Ticket Tailor 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.

Ticket Tailor is the platform for booking tickets for SnowPark at The Venue; it is operated by The Event Organiser.

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 1 and under who do not require a ticket. Children under 1 are admitted free of charge, provided there is at least one paying person in the party. 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 SnowPark at The Venue 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:

- Off peak tickets are £5.50 per person or a Family of four for £20.
- Peak time tickets are £8.00 per person or a Family of four for £24.
- Carer (1 ticket per ticket holder with needs, SEND sessions only) – free
- Babies under 1 – free

Ticket enquiries can be made by contacting info@icepark.co.uk.

- 10. 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 Event Organiser.
- 11. Changes to the event:** The Event Organiser of the Event and/or The Venue reserves the right to make alterations to the published Event programme where reasonably necessary.
- 12. 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 Event Organiser nor The Venue will be responsible for any loss, theft or damage of Your personal belongings, other than caused by The Event 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 Event Organiser's negligence, The Event 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 the course of any experience and/or during evacuation from SnowPark at The Venue in the event of closure or accident.
- 13. 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 Event Organiser will use The Event Organiser's and The Venue's reasonable endeavours to notify You using the details You provided to The Event Organiser at the time of ordering. The Event Organiser does not guarantee that you will be informed of such cancellation before the date of the Event. It is Your responsibility to inform The Event Organiser of any change to the contact address, telephone number or email address that You provide The Event Organiser with at the time of ordering.
- 14. Use of personal details and Data Protection:** The Event 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 Venue 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 Event Organiser.
- 15. 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. 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.
- 16. 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. We reserve the right to request proof of eligibility.

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 contact info@icepark.co.uk to notify us of any support you need to attend the event. SEND sessions are scheduled at the following dates and times:

- Thursdays: 10am - 11am
- Saturdays: 10am - 11am

- 17. Restrictions and prohibitions:** Personal photography and video for private use is encouraged. Commercial photography, filming or use of professional equipment requires prior written permission. Unauthorised recordings, tapes, films or similar items may be confiscated and destroyed. Any recording made of an Event in breach of these conditions shall belong to The Event Organiser. The Venue or The Event Organiser will not be liable for any loss, theft or damage to confiscated items.

By attending an Event, ticket holders consent to filming and sound recording of themselves as members of the audience, although where possible permission will be sought prior to filming. Mobile phone photography and videography (under 30 seconds) is permitted for families enjoying the experience seeking to preserve and share their memories with friends and family. The Venue may use such films and recordings (including any copies) without payment.

Every effort shall be made to admit latecomers to Events at a suitable break in the Event where possible, but late admission cannot be guaranteed. Please be aware that if you are more than 5 minutes late for the start of a session Your place may be passed on to other customers. If you are unable to attend your booked session due late arrival and your place being filled, You will not be entitled to a refund. If you miss your session, rebooking onto a different session may be permitted in exceptional circumstances, but this is not guaranteed and will be subject to availability and the discretion of The Event Organiser

- 18. Health and Safety:** ticket holders must comply with all relevant statutes, safety announcements and Venue regulations whilst attending the Event. If ticket holders have any special requirements or concerns about any special effects which may be featured at the Event, prior notice should be provided when ordering tickets. Special effects may include, without limitation, sound, audio visual, pyrotechnic effects or lighting effects.
- 19. Waiver:** If The Event Organiser delay or fail to enforce any of these T&Cs, it shall not mean that The Event Organiser have waived our right to do.
- 20. Assignment:** The Event Organiser shall be entitled to assign any of The Event Organiser's rights and obligations under these T&Cs provided that Your rights are not adversely affected.
- 21. Third Parties:** Any person, other than The Venue or Event Organiser, not a party to these T&Cs shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these T&Cs. The Act can give rights under some contracts to third parties who are not parties to those contracts but in this case only The Event Organiser and The Venue, and you (or your assignees permitted hereby) have rights and obligations under this contract.
- 22. Force Majeure:** For the purposes of these T&Cs, "Force Majeure" means any cause beyond The Event Organiser's control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments or pandemics. The Event Organiser will not be liable to You for failure to perform any obligation under these T&Cs to the extent that the failure is caused by Force Majeure. This Clause does not affect the terms of Clause 7.
- 23. Smoking:** No Smoking is permitted within the event space. This includes the use of 'E-Cigarettes'.
- 24. Amendments and variations:** The Event Organiser intend to rely on the written terms set out here in this document as well as the written T&Cs of The Venue. You should read the T&Cs carefully before entering into the contract to ensure that they contain everything that you consider has been agreed. If they do not, then you should speak to any member of staff. After the contract has been made, these T&Cs cannot be varied or amended in any respect unless both you and The Event Organiser agree.
- 25. Entire Agreement:** These T&Cs, and the T&Cs of The Venue and The Event Organiser and any specially agreed terms constitute the entire agreement between the parties in connection to, its subject matter and supersede any previous T&Cs, agreement or arrangement between the parties. Each of the parties agrees that it has not entered into these T&Cs in reliance on, and shall have no remedy in respect of, any statement, representation, covenant, warranty, undertaking or indemnity (whether negligently or innocently made) by any person (whether party to these T&Cs or not) other than as expressly set out in these T&Cs.
- 26. Governing Law and Jurisdiction:** These T&Cs shall be governed by and construed in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.
- 27. Contact:** If you have any questions about these conditions or SnowPark at The Venue please contact info@icepark.co.uk. Please allow up to 48 hours response time.