



# BRACKNELL FOREST FESTIVAL

## THE NIGHT FOREST T&CS

**By buying or being issued tickets for The Night Forest you are deemed to have accepted and agree to adhere to the Terms and Conditions below.**

- Definitions and Interpretation:** The 'Event' means without limitation, The Night Forest to be held at The Lexicon in respect of which Bakehouse Factory 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 as such 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 Bakehouse Factory 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 Bakehouse Factory Limited (on behalf of Bracknell Forest Council and The Lexicon.) 'You' means you or anybody who in The Organiser's reasonable opinion is acting with your authority or permission. 'Your' shall be read accordingly.

- 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.
- 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 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 constitutes a charitable donation to The Receivers, exclusive of VAT and booking fees.

All children under 16 years of age must be accompanied by an adult. Your ticket entitles you to one admission to The Night Forest experience. Each session is approximately 30 minutes long. Your Ticket includes:

- 30 minute immersive theatre experience
- A Bracknell Forest Festival Seedling Sprite Pop-badge (for children)

- 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 [tickets@bakehousefactory.co.uk](mailto:tickets@bakehousefactory.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 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. The price of a ticket constitutes a charitable donation to The Receivers, inclusive of VAT and booking fees. No order will be accepted until The Receiver & DigiTicket 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, with the exception of 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 the The Forest Friends' Den 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:

- Adult - £5 per person
- Child (including SEND Child) - £5 per person
- Carer (1 ticket per ticket holder with needs, SEND sessions only) - free

Ticket enquiries can be made by contacting [tickets@bakehousefactory.co.uk](mailto:tickets@bakehousefactory.co.uk).

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 the course of any experience and/or during evacuation from The Forest Friends' Den 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 & 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 & 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 contact [tickets@bakehousefactory.co.uk](mailto:tickets@bakehousefactory.co.uk) to notify us of any support you need to attend the event. SEND sessions are scheduled at the following dates and times:
  - Thursday 25 August - 10am
  - Saturday 27 August - 10am
  - Tuesday 30 August - 10am
  - Thursday 1 September - 10am
  - Saturday 3 September - 10am
13. **Restrictions and prohibitions:** The use of equipment for recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data inside any Venue is strictly forbidden. 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 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 Promoter may use such films and recordings (including any copies) without payment. Smoking is not permitted. 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 Organiser
14. **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.
15. **Waiver:** If The Organiser delay or fail to enforce any of these Terms and Conditions It shall not mean that The Organiser have waived our right to do.
16. **Assignment:** The Organiser shall be entitled to assign any of The Organiser's rights and obligations under these Terms and Conditions provided that Your rights are not adversely affected.
17. **Third Parties:** Any person, other than the Venue or Event Organiser, not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions. The Act can give rights under some contracts to third parties who are not parties to those contracts but in this case only The Organiser and the Venue The Lexicon and You (or your assignees permitted hereby) have rights and obligations under this contract.
18. **Force Majeure:** For the purposes of these Terms and Conditions, "Force Majeure" means any cause beyond The 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 Organiser will not be liable to You for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by Force Majeure. This Clause does not affect the terms of Clause 7.

19. **Smoking:** No Smoking is permitted within the event space. This includes the use of 'E-Cigarettes'.
20. **Covid-19:** Whilst The Government has reduced restrictions on Covid-19, The Organiser recognises that it should still be taken into consideration. We kindly ask you please to not attend the event if you have tested positive or are exhibiting clear symptoms of Covid-19. This is for the protection of our performers, our crew and our customers from the on-going risk of Covid-19. No refunds will be given to Ticket holders who are refused entry or ejected due to failing to adhere to the requirements of The Organiser while inside the Venue.
- If you do have these symptoms, you can amend your booking to another suitable date on the ticketing website. If this is not possible, then please contact [tickets@bakehousefactory.co.uk](mailto:tickets@bakehousefactory.co.uk). Please allow up to 48 hours response time. In the interests of Covid safety, please do not arrive for Your booked session more than 10 minutes before the booking time. This is in order to keep crowds and queues for each session to a minimum and to aid social distancing.
21. **Amendments and variations:** The Organiser intend to rely on the written terms set out here in this document as well as the written terms and conditions of the Venue and the Promoter. You should read the terms and conditions 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 Terms and Conditions cannot be varied or amended in any respect unless both You and The Organiser agree.
22. **Entire Agreement:** These Terms and Conditions, and the terms and conditions 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 terms and conditions, agreement or arrangement between the parties. Each of the parties agrees that it has not entered into these Terms and Conditions 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 Terms of Conditions or not) other than as expressly set out in these Terms and Conditions.
23. **Governing Law and Jurisdiction:** These Terms and Conditions 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.
24. **Contact:** If you have any questions about these conditions or The Night Forest please contact [tickets@bakehousefactory.co.uk](mailto:tickets@bakehousefactory.co.uk). Please allow up to 48 hours response time.
25. **Your Data:** The ticketing site for The Night Forest is run by DigiTicket on behalf of the Bakehouse Factory. For further information about how they protect your data, and your rights please view the DigiTicket Privacy notice - [www.digitickets.co.uk/privacy-policy](http://www.digitickets.co.uk/privacy-policy)

