



The Lexicon
**BALL
POOL**
FUN ZONE

Terms & Conditions

By purchasing tickets for The Lexicon Ball Pool Fun Zone, you are deemed to have accepted and agree to adhere to the Terms and Conditions below.

1. Definitions and Interpretation:

- The 'Event' means The Lexicon Ball Pool Fun Zone will be held at The Lexicon
- Mania Events Limited is the 'Event Organiser' on behalf of and in conjunction with The Lexicon (collectively known as 'The Organiser') and have the right to issue you tickets
- 'Ticket' means booking confirmation or other type of evidence (including electronic booking confirmation) for The Event by The Organiser to you
- 'Venue' means any facilities or locations of any nature where The Event is being held. The Lexicon has provided the Venue and Mania Events Limited has the right to occupy space to operate The Event
- 'You' means you or anybody who in The Organiser's reasonable opinion is acting with your authority or permission

2. Tickets:

Booked tickets are subject to availability and to these Terms and Conditions. These Terms and Conditions should be read carefully prior to booking and any queries relating to them should be raised with us prior to booking, as booking of Tickets constitutes acceptance of these Terms and Conditions.

All adults, children and babes in arms will require a valid e-ticket (mobile, tablet device or print out with QR code) to access The Lexicon Ball Pool Fun Zone.

It is your responsibility to check your tickets as mistakes cannot always be rectified after booking. Please check your Tickets on receipt carefully and contact us immediately if there is a mistake.

All children under 16 years of age must be accompanied by an adult. Your ticket entitles you to one admission to The Lexicon Ball Pool Fun Zone. Each session is approximately 30 minutes long.

Your Ticket includes:

- The use of the Ball Pool
- Arcade games
- Selfie opportunities
- Enjoy Cornhole, Jenga and Connect 4

3. Location:

The Lexicon Ball Pool Fun Zone will occupy the space opposite Ernest Jones and adjacent to River Island on Braccan Walk

4. Dates:

The Lexicon Ball Pool Fun Zone will run from Friday 4 April to Monday 21 April (inclusive). Please note The Lexicon Ball Pool Fun Zone will be closed on Easter Sunday 20 April. The Lexicon Ball Pool Fun Zone will be open from 10am to 5pm (Sunday to Wednesday) and from 10am to 5pm (Thursday to Sunday).

5. 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 The Organiser's discretion.

Where a transfer or cancellation 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.

To change your booking, please email TheLexiconBallPool@mania-events.com. Include the booking / ticket reference or email used to book tickets when emailing to transfer or cancel.

6. Price and payment:

The price of the ticket shall be the price set at the time The Organiser accepts your order. Tickets to The Lexicon Ball Pool Fun Zone which are booked subject to availability and these Terms and Conditions cost:

- £3.50 per person including the booking fee or
- £12.50 for a group ticket (for up to 4 people) including the booking fee.

The tickets are for personal use. You must not auction, donate, offer for sale, or advertise tickets for sale via the internet or elsewhere.

A valid ticket must be produced for each member of your 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 The Lexicon Ball Pool Fun Zone or the ticket being cancelled, without notification. You must not use tickets as prizes in promotions, sweepstakes, hospitality packages, auctions, lotteries or competitions (including those used for charity).

- 7. Delivery:** Unless notified to the contrary, e-tickets will be issued by email to the email address supplied at the point of booking, to be exchanged at the entrance to the Experience. No paper tickets will be issued by The Organiser.
- 8. Changes to the event:** The Organiser of the Event and/or the Venue reserves the right to make alterations to the published Event programme were reasonably necessary.
- 9. 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 5. 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 any experience and/or during evacuation from The Lexicon Ball Pool Fun Zone in the event of closure or accident.

- 10. 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 ordering.

The 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 Organiser of any change to the contact address, telephone number or email address that You provide The Organiser with at the time of ordering.

- 11. Use of personal details and Data Protection:** The Organiser 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 about future events etc. Payment is taken via a secure payment gateway, and the data is not collected or stored by The Organiser.
- 12. 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.
- 13. Special Educational Needs and/or Disabilities:** SEND sessions provide a calm environment for customers to enjoy the experience.

Please email TheLexiconBallPool@mania-events.com to notify us of any support you need to attend the event. Tickets need to be booked for all attendees for this session. Allow up to 48 hours response time during working hours.

Five SEND sessions have been scheduled at per the following where the carer goes free.

- Saturdays 5, 12 and 19 April at 10am
- Wednesdays 9 and 16 April at 2pm

- 14. 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.

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. 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.

- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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 Lexicon and you (or your assignees permitted hereby) have rights and obligations under this contract.
- 19. 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 5.
- 20. Smoking:** No Smoking is permitted within the event space. This includes the use of 'E-Cigarettes and / or Vapes'.
- 21. Amendments and variations:** The Organiser intends to rely on the written terms set out here in this document as well as the written terms and conditions of the Venue.
- 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 Lexicon Ball Pool Fun Zone please email TheLexiconBallPool@mania-events.com and allow up to 48 hours response time during working hours.
- 25. Your Data:** The ticketing site for The Lexicon Ball Pool Fun Zone is run by Ticket Tailor on behalf of the Mania Events Limited. For further information about how they protect your data, and your rights please view the Ticket Tailor Privacy notice - www.tickettailor.com/privacy-policy