

Terms & Conditions – Wasing PYO Pumpkins & Woodland Trail

Definitions

“**You**”, “**your**” or “**yourself**” means the person who made the ticket booking & who is bound by these terms & conditions.

“**We**”, “**us**” or “**our**” means Wasing Leisure Ltd (Company number 06056430) at The Estate Office Wasing Park, Aldermaston, RG7 4NB.

“**Venue**” means Wasing’s PYO Pumpkin field, woodland trail, catering area, toilet facilities and its vehicle parking area.

“**Event**” means Wasing’s PYO Pumpkin field, woodland trail event and catering area.

“**Booking**” means the booking of tickets to Wasing’s PYO Pumpkin field and woodland trail event which has been confirmed by us with a booking confirmation number.

“**Force Majeure Event**” means an event beyond Our reasonable control including, but not limited to, serious damage to the Venue, strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure or interruption of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, security alert, sickness, pandemic, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or other serious adverse weather condition, theft, burglary or malicious acts of third parties.

Terms & Conditions

1. A binding contract between you and us comes into existence when the final page of our ticketing website provides you with a booking confirmation number.
2. **Ticket prices** The price per ticket for adults and children aged 2 and over is £1.50. Tickets for children aged under 2 years are free of charge. Prices are inclusive of any applicable taxes. Prices are displayed on the website and are subject to change without notice. Once payment has been taken, the price of your ticket will not change. Ticket price promotions or discounts are for limited timeframes and quantities and are subject to their own terms & conditions.
3. **Additional costs** Pumpkins are not included in the ticket price and will be charged at additional cost at the exit. Refreshments are also not included in the ticket price and will be charged at the time of purchase. Please note that we do not accept Amex payments.
4. **Booking policy** Everyone attending the event requires a ticket, including under 2s for whom a free of charge ticket must be booked. Please check your tickets thoroughly before payment as mistakes cannot be rectified. We take no responsibility for any lost or stolen tickets. Tickets are for personal use only and must not be resold or transferred. Tickets must not be distributed for corporate purposes such as competitions or Marketing promotions, unless approved by us in writing in advance. Ticket purchasers must be aged 18 or over and by placing an order with us you are confirming that you are aged 18 or over. All bookings must include at least one adult ticket. Tickets are for the Wasing PYO Pumpkins & Woodland Trail only and do not allow access to any other event taking place anywhere on the Wasing Estate.
5. **Admission policy** We operate a strict “no ticket, no entry” policy. Please ensure you bring either your email booking confirmation or printed tickets to the event, or entry will not be allowed. There are no printing facilities at the event. We reserve the right to require proof of age for any individual within your party and this must be shown upon request. All under 18s must be accompanied by a ticket-holding adult aged 18 or over and must be supervised at all times. You

must comply with instructions by event staff at all times and follow any health & safety instructions at the venue. Please check our social media channels before travelling.

The event is subject to a strict timetable and you must arrive at the time indicated on your booking confirmation. For example, if the time on your booking states 10-10.30am, you must be at the start of the woodland trail within this half an hour time slot. We cannot take responsibility for early or late arrivals. Reasonable attempts will be made to accommodate your party if you arrive outside of the allocated timeslot detailed within your booking confirmation. However, this is at the sole discretion of event staff and we reserve the right to refuse entry. Should this occur, no refunds or compensation will be offered. To ensure your health and safety, you will not be allowed to enter after 4pm due to diminishing daylight along the woodland trail. All visitors must vacate the venue by 5pm. Re-entry to the event is not permitted.

We reserve the right to refuse entry to you or anyone in your party if we feel you are compromising the safety of yourself or others around you. Refusal of entry also applies should our staff be concerned that you or a member of your party may impact on the enjoyment of the event by other ticketholders. For the same reasons, we also reserve the right to request that you and all members of your party leave the venue with immediate effect after admission. Should this occur, no refunds or compensation will be offered. Reasons for refusal of entry include, but are not limited to, intoxication, unlawful activity and aggressive or behaviour that is non family friendly. We have a zero tolerance policy on threatening or aggressive behaviour towards our staff and anyone behaving in this manner will be asked to leave immediately. In this instance, no refund or compensation will be offered.

6. **Changes by you** Changes cannot be made to bookings. Should you be unable to use the tickets you have booked without making an amendment, this constitutes a cancellation and the "cancellation by you" policy will apply.
7. **Cancellation by you** No refunds or any other compensation will be issued for cancellations by you.
8. **Amendments & cancellations by us** From time to time, it may be necessary for us to change or cancel confirmed bookings and we reserve the right to do so. Should a change or cancellation be required, we will endeavour to tell you as soon as possible. If there is reasonable time, you will have the option to accept the amendment for example to change your ticket(s) to a different time or date. If not, we will issue a full refund. Additional compensation above and beyond a full refund of your monies paid will not be offered.

9. **Limitation of liability and Force Majeure Event**

9.1. This clause 7 sets out Our entire financial liability to You and the members of Your party for whom You have made Your Booking, in respect of:

9.1.1. any breach of contract or negligent performance by Us of the Booking and/or payment process;

9.1.2. any breach of contract or negligent performance by Us (or our employees or contractors) connected with Your Booking;

and **9.1.3.** any representations, statements or negligent or harmful acts or omissions arising under or in connection with these Terms and Conditions.

9.2. Nothing in these terms limits or excludes Our liability:

9.2.1. for death or personal injury resulting from Our negligence;

or **9.2.2.** arising as a result of fraud or fraudulent misrepresentation.

9.3. Subject to clause 9.2, We will not be liable for the death of or injury to any person attending the Venue for Your Booking or for any losses, claims, demands, actions, proceedings, damages,

costs or expenses or other liability incurred by You in the exercise of the rights granted by these Terms and Conditions.

9.4. Subject to clauses 9.2 and 9.3, where We have been negligent and/or breached a contractual obligation to You, We will be liable for any loss or damage You suffer as a result, as long as the loss or damage is foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our negligence or breach of contract, or would have been considered by You and Us to be a likely consequence of it at the time We entered into these Terms and Conditions.

9.5. Subject to clauses 9.2, 9.3 and 9.4, Our total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation restitution or which otherwise arises in any way in connection with Your Booking shall be limited to the ticket fee paid.

9.6. Force Majeure Event:

9.6.1. We will not be liable to You as a result of any delay or failure to perform Our obligations under these Terms and Conditions as a result of a Force Majeure Event.

9.6.2. We shall notify You as soon as is reasonably practical where We know or suspect that We will be unable to host Your Booking on the Date due to a Force Majeure Event, and We will offer You an alternative date for the Booking to be moved to (subject to availability). The selected new date shall be confirmed by the parties in writing, and Your Booking shall be deemed varied to reflect this new date accordingly. No refunds shall be given to You if You fail to agree to an alternative date.

- 10. Smoking** For health & safety purposes, we operate a strict no smoking policy. This includes e-cigarettes and vaping. Failure to comply with this policy may result in you and all members of your party being asked to leave the venue with immediate effect. Should this occur, no refunds or compensation will be offered.
- 11. Pets** No pets or any animals are allowed to attend the event, with the exception of guide, hearing or registered assistance dogs. Anyone leaving animals unsupervised in vehicles at the venue will be reported to the relevant authorities.
- 12. Venue** This is an outdoor event which takes place in woodland areas and fields. Vehicle parking is also in a field. Whilst pathways will be well maintained, ticketholders may encounter areas with naturally occurring hazards such as mud, uneven surfaces and exposed tree roots. Care should be taken when walking through the woodland area and throughout the pumpkin field which is on a slight incline and contains long vines. Please ensure appropriate footwear and clothing is worn. The venue is private property and access to any other area of the Wasing Estate is forbidden.
- 13. Vehicle Parking** Vehicle parking is in a grass field and is free of charge. Please follow signage & parking instructions from staff. Vehicles are parked at the owner's risk. We take no responsibility for any damage or loss to vehicles parked at the venue, nor for any contents left in the vehicle. Caravans, motor homes, lorries and other similar or large vehicles are not permitted.
- 14. Disabled access** Unfortunately there is no wheelchair access at the event due to inclines, uneven surfaces and exposed roots & vines throughout the woodland trail and pumpkin field. Visitors with reduced mobility but who are able to walk limited distances can access the pumpkin field via its exit. Should you wish to do this, please advise a member of staff upon arrival who will direct you to the pumpkin field exit. However please note that this option will mean bypassing the woodland trail and walking across the vehicle parking field and along a short track to the pumpkin field. This will bring you to the lower end of the pumpkin field. Access to the rest of the field requires walking up an incline and there is no seating. Should you choose this option, this is at your own risk. All visitors require a ticket.
- 15. Pushchairs** Pushchairs and prams are permitted. However please note that there are inclines, uneven surfaces and exposed roots & vines throughout the vehicle parking field, woodland trail and pumpkin field. There is no paving. Please exercise caution throughout the venue.

- 16. Weather** As this event is taking place in October, some autumnal weather conditions are to be expected. The venue will remain open in reasonably wet and windy weather conditions so long as safety is not compromised. Should you wish not to attend due to weather conditions on the day, the “cancellation by you” policy will apply. Our staff will continuously monitor the weather conditions and assess any potential risks to health & safety. Should they deem the weather a significant risk, the venue will close and the “cancellation by us” policy will apply. Please check our social media channels before travelling. Should extreme, serious and adverse weather conditions occur such as storms & flooding, our Force Majeure policy will apply.
- 17. Attire** You and/or your party are welcome to wear Halloween costumes. Please note that any fancy dress, make up, face paints, clothing etc must be family friendly. This includes, but is not limited to, ensuring outfits are not revealing nor scary to young children. Weapons are not permitted, even if in toy form or part of your costume. If staff feel that you or any of your party are dressed inappropriately, we reserve the right to refuse entry and should this happen, no refunds or compensation will be issued. Please also bear in mind that the event takes place in woodland and fields, therefore appropriate footwear is recommended.
- 18. Woodland Trail** Our woodland trail is a short trail which takes up to 10 minutes to amble along with opportunities to stop and enjoy various sculptures which are inspired by creatures which are resident to the Wasing Estate. These sculptures are mostly housed within small areas marked by hay bales, logs and other natural materials. Visitors must not stray from the pathways or these marked areas. Visitors must not touch, climb on or in any way damage any of the wooden or rope sculptures, or risk being reported to the authorities and asked to leave immediately without refund or compensation.
- 19. Wheelbarrows** A limited number of wheelbarrows will be made available for visitor use to transport pumpkins. All reasonable attempts will be made for as many visitors as possible to have access to them but there is a limited quantity available and use is therefore not guaranteed. The use of wheelbarrows is free of charge and not deemed necessary for the enjoyment of the event.
- 20. Pumpkin crop** Pumpkins are a natural product and every reasonable effort has been made to ensure a healthy and bountiful crop. However there are multiple factors that affect the growing conditions of pumpkins, most of which are beyond our control, so we therefore cannot guarantee against shortages or crop failure. Our pumpkins come in all shapes, sizes and shades and we therefore do not guarantee that every pumpkin will be perfectly round and brilliant orange. We also cannot guarantee that all pumpkins will be ripe at the same time. Visitors will experience our pumpkin field as nature intended and the ‘pick your own pumpkin’ experience means literally picking your own pumpkin i.e. entering the field, wandering amongst the pumpkin plants and vines, choosing a pumpkin and removing it from its vine. Pumpkin vines and leaves are prickly so we recommend bringing and wearing gloves. Most visitors will be able to break the pumpkins off at the top of the stalk with relative ease, but adult visitors may wish to bring a small pair of scissors to cut the vine. We recommend carrying the scissors in a protective case. Carrying of scissors is entirely at the carrier’s risk. Use of scissors is entirely at the user’s risk. We take no responsibility for any injury resulting from the use of scissors at our venue. Please exercise caution and do not allow children to use scissors. Should you require help to remove your pumpkin from the vine, please speak to a member of our staff who will assist.
- 21. Pumpkin care, storage & carving** Once your pumpkin has been picked and paid for, we cannot take any responsibility for its condition including damage, loss, theft and/or natural degradation. Should any of these instances occur, no refunds or any compensation will be offered. We recommend that you place your pumpkin(s) on a piece of cardboard and store in a cool (10-16 °C), dry place. Do not leave pumpkins out in the rain or frost as this will cause rotting. Please note that once your pumpkin has been carved, natural degradation of the pumpkin will quicken. We take no responsibility for any errors or injuries which occur during or resulting from you or

any of your party carving your pumpkin. Children must not use sharp implements and must be supervised by an adult aged 18 or over at all times.

- 22. Safety & Security** It is strictly prohibited to bring into the venue any weapons, knives, guns, alcohol, illegal substances, legal highs, fireworks including sparklers, smoke bombs, confetti canons or any other articles which may cause injury to you, other visitors or staff. Anyone in possession of any of these articles will be asked to leave immediately without refund or any compensation and we reserve the right to report you to any relevant authorities. Fires, naked flames and BBQs are strictly forbidden.
- 23. Photography & Videography** Personal photography and videography is permitted during the event. We cannot control, and therefore take no responsibility, if you or any member of your party appear in another visitor's photos or videos which are published on social media or elsewhere. Photography is not permitted by a professional or commercial photographer even if they have purchased a ticket. Videography is not permitted by a professional or commercial videographer even if they have purchased a ticket. Professional or commercial photography and videography which is solicited by a visitor is also not permitted i.e. visitors are not permitted to hire a professional photographer or videographer to photograph or video them during the event even if all parties have purchased tickets. Personal, professional or commercial drones are not permitted, unless solicited by us. From time to time, we, or an approved supplier, may wish to take photos, videos or drone footage at the event for Marketing purposes. If you do not wish to appear in this, please advise us by emailing events@wasing.co.uk before your visit and make staff aware on the day. From time to time, we may use stock photography for advertising purposes.
- 24. Social media competitions** Any competitions promoted via our social media channels are subject to separate Terms & Conditions. These, or where to find these, will be displayed on competition related posts. They can also be obtained by emailing events@wasing.co.uk
- 25. Complaints** We will make every effort to ensure the event is an enjoyable experience. If however you encounter any problems, please inform a member of staff during the event. If a suitable solution is not found and you wish to take this further, please email events@wasing.co.uk within 7 days of your visit. Please include your booking reference number, date & time visited, the nature of the complaint and any relevant photos.
- 26. Governing jurisdiction** These terms and conditions shall be governed by and construed in accordance with the law of England and Wales the courts of which shall be courts of competent jurisdiction.