

The Scare City Experience

Ticket terms and conditions

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply tickets for the Scare City Experience. Please read these terms and conditions carefully before ordering any Tickets from our site. You should understand that by ordering any of our Tickets, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Tickets from our site.

1. information about us

<https://www.scarecity.co.uk/> is a site operated by One Digital Outdoor Ltd (we).

We are registered in England and Wales under company number 10257289 and with our registered office at 1 Pavilion Square, Cricketers Way, Westhoughton, Bolton, United Kingdom, BL5 3AJ

2. service availability

Our site is only intended for use by people resident in the United Kingdom We do not accept orders from individuals outside those countries.

3. your status

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts;
- (b) You are at least 18 years old

4. how the contract is formed between you and us

After placing an order, you will receive an e-mailed ticket from us that must be presented on arrival for access to the event. This can be presented on a screen or in printed form.

5. Specific warning about accessibility and content. We advise visitors to dress warm and waterproof with appropriate footwear. The Scare City Experience is a live-action, immersive scare event. You will experience intense audio & lighting, extreme low visibility, strobe lights, fog, damp or wet conditions and a physically demanding environment. It is not recommended for people with limited mobility, light-sensitive reactions, heart or respiratory conditions, back/muscle/skeletal conditions or if you are pregnant. The Scare City Experience is set in an abandoned theme park. Due to the existing topography of the venue, the scare trail consists of undulating surfaces, steps and narrow passageways. Whilst the trail itself is not accessible to wheelchairs or persons with limited mobility including frames and crutches. Everyone is welcome to join us in the main Scare Village (at the entrance) which is free to access and will feature food and drink concessions, merchandise and accessible toilet facilities.

Age: The event is designed for an audience of 16 years and up. Young people aged 14 and over are permitted as long as they are accompanied by an adult (over 18) at a ratio of 1:6 maximum. Photographic I.D may be requested and event staff reserve the right to refuse entry if this is not provided.

6. your obligations

6.1 You represent and warrant that the Tickets are purchased for personal use only, and that they have not been purchased as part of any form of business or commercial activity and in particular, that the Tickets may not be resold or offered for resale by anyone whether at a premium or for any other trade purposes. Resale or the attempted resale of

the Tickets is grounds for seizure or cancellation of the ticket without refund or compensation.

6.2 It is your responsibility:

- (a) for checking your ticket details, mistakes cannot always be rectified.
- (b) for any loss, theft or damage to your Tickets after order.
- (c) to ascertain whether an event, performance or activity has been cancelled and the date and/or time rearranged. If the event, performance or activity is cancelled you will be offered Tickets for the rescheduled time and date. We will use reasonable endeavours to inform you of any cancellation.
- (d) to bring a digital or printed version of your ticket to the event.
- (e) to arrive at the event on time.
- (f) to comply with all relevant statutes, venue regulations including age restrictions and safety announcements and contents of disclaimers whilst attending the event.

6.3 We reserve the right to refuse admission if, in our reasonable opinion, your admission to the venue might be a risk to:

- (a) the safety of the audience/employees/contractors and/or yourself;
 - (b) affect the enjoyment of a member of the audience; and/or
 - (c) affect the running of the event, performance or activity for example if you act aggressively and/or appear to be under the influence of alcohol and/or drugs.
- Should this occur you will not be entitled to a refund.

6.4 Unauthorised use of photographic and recording equipment at any of the events, performances or activities is prohibited and any tapes or films may be destroyed.

6.5 Laser pens, fancy-dress that covers your face or includes physical props, mobile phones, dogs (except assistance dogs), your own food and drink or any other item deemed inappropriate by Event staff are prohibited.

6.6 We have no responsibility for any personal property.

6.7 You will consent to the filming and/or sound recording of any event, performance or activity as a member of the audience.

6.8 you consent to a search of your bags on entry, conducted by an appropriately licensed SIA licensed security guard.

7. availability and delivery

When purchasing tickets, all customers on one order should arrive together. If purchasing for a large group who may arrive at different times you should purchase tickets separately.

8. risk and title

8.1 Ownership of the tickets will only pass to you when we receive full payment of all sums due in respect of the tickets.

9. price and payment

9.1 The price of any Tickets will be as quoted on our website from time to time, except in cases of obvious error. We reserve the right to offer promotions on ticket price and quantities at any time. These promotions do not affect any bought tickets before or after the promotion commences or ends.

9.2 These prices include VAT.

9.3 Prices are liable to change at any time, but changes will not affect orders in respect of which have already been placed.

9.4 If a pricing error occurs, we are under no obligation to provide the Ticket(s) to you at the incorrect (lower) price even after we have sent your order if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.

9.8 Payment for all Ticket(s) must be by credit or debit card.

9.9 We reserve the right to cancel tickets if required. In this case only we will provide you with a full refund or an exchange to an alternate time/date.

10. refunds and exchanges

Tickets are Non-refundable, No Refunds are permitted after a booking has been placed.

Postponing or cancelling an event

If we postpone and reschedule an event the ticket agents encourage the customer to move over to the rescheduled event but if we cancel and the customer cannot move to another event the customer is entitled to a refund. This is the only exception.

10.1 We regret that tickets cannot be refunded after purchase unless the event is cancelled.

10.2 If an event is cancelled, ticket holders will be offered tickets at any rescheduled event (subject to availability) up to the face value of the tickets or, if the ticket holder is unable to attend the rescheduled event or the event is not rescheduled, a refund of the face value of the tickets.

10.3 The organiser reserves the right to alter or vary the programme of an event without being obliged to refund or exchange tickets

10.4 Refunds for cancelled events (without a rescheduled date) will be processed Automatically.

10.5 Refunds for rescheduled events, whereby you cannot attend the rescheduled date, will be offered via email from tickets@oneagencymedia.co.uk . .

10.6 Tickets may be exchanged for a different date/time subject to availability and giving 14 days notice. Exchange requests must be sent to tickets@oneagencymedia.co.uk

10.7 Refunds (for cancelled events) will be issued only to the original purchaser or to the original credit card used for the purchase

11. our liability

11.1 Our liability for losses you suffer because of us breaking this Contract is strictly limited to the purchase price of the Ticket.

11.2 This does not include or limit in any way our liability:

- (a) For death or personal injury caused by our negligence;
- (b) Under section 2(3) of the Consumer Protection Act 1987;
- (c) For fraud or fraudulent misrepresentation; or
- (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11.3 Events, performances and activities may be cancelled for a variety of reasons. In this event we will not be responsible for any loss outside the refund value of the tickets at face value.

12. written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal

requirement that such communications be in writing. This condition does not affect your statutory rights.

14. transfer of rights and obligations

14.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

14.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

14.3 We may transfer, assign, charge, subcontract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

15. events outside our control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) Strikes, lock-outs or other industrial action.

(b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

(c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

(d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

(e) Impossibility of the use of public or private telecommunications networks.

(f) The acts, decrees, legislation, regulations or restrictions of any government.

15.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

16. waiver

16.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

16.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

16.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

17. severability

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. entire agreement

18.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

18.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

18.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other parties only remedy shall be for breach of contract as provided in these terms and conditions.

OR

We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

19. our right to vary these terms and conditions

19.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system capabilities.

19.2 You will be subject to the policies and terms and conditions in force at the time that you order Tickets from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Tickets).

20. law and jurisdiction

Contracts for the purchase of Tickets through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

21. complaints and dispute resolution

22.1 If you have a complaint regarding a sale placed through our website that you feel is not being resolved to your satisfaction please ensure you have opened a support ticket with us by emailing tickets@oneagencymedia.co.uk

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