



## **Askham Bryan Wildlife and Conservation Park - Terms and Conditions**

### **1. General**

- 1.1 Tickets are valid for one entry to Askham Bryan Wildlife and Conservation Wildlife Park ("the Wildlife Park").
- 1.2 Tickets are refundable only in exceptional circumstances and at the absolute discretion of Wildlife Park management.
- 1.3 Re-entry to the Wildlife Park following admission is permitted during the day of admission, upon presentation of the wristband given out upon admission.
- 1.4 For the purposes of ticket purchases, whether in person or online, the following definitions shall apply:
  - (a) "Adult" is a person aged from 16 years old to 65 years old inclusive;
  - (b) "A Responsible Adult" is any person aged 18 years or over and includes an Adult, Senior Citizen or Carer as defined by these terms;
  - (c) "Student" means a person who is in full time education and holds a valid and current identity card which shows they are a student;
  - (d) "Child" means a person aged from 2 years old up to 16 years old inclusive;
  - (e) "Infant" means a child aged 2 years old or under;
  - (f) "Concession" means a Senior Citizen, student or disabled person;
  - (g) "Senior Citizen" means a person aged from 65 years old;
  - (h) "Disability" means a physical or mental impairment that has a substantial and long-term negative effect on a person's ability to do normal daily activities within the meaning of the Equality Act 2010 and "disabled" shall be construed accordingly;
  - (i) "Carer" means a person who accompanies a disabled person for the purpose of providing them necessary support and assistance with accessibility to the Wildlife Park;
  - (j) "Group" means a group of 15 or more paying people, including Adults, Children or Concessions.



- 1.5 The Wildlife Park does not guarantee that any particular animal will be visible during your visit. For operational, technical, safety or animal welfare reasons any advertised exhibit or attraction, or any of the onsite facilities may be closed, removed, altered or otherwise unavailable at any time. The Wildlife Park reserves the right to alter or cancel any talk or event without notice, or at short notice, if required.
- 1.6 In the event of extreme weather conditions, the Wildlife Park may have to close, or parts of the Wildlife Park may have to close. Should this happen, we will validate your tickets for use at a later date.
- 1.7 We encourage visitors to take and share photos during their visit to the Wildlife Park, however, for the welfare of our animals and your safety it is essential that visitors respect the barriers and warning signage around the Wildlife Park. Any visitor witnessed bypassing barriers, hanging over enclosures, including the use of selfie sticks or other equipment, will be asked to leave the Wildlife Park with no refund being given.
- 1.8 If you are a member of the press and have a filming request please contact [Marketing@askham-bryan.ac.uk](mailto:Marketing@askham-bryan.ac.uk) prior to scheduling your visit. Otherwise members of the press looking to produce media content are required to make a prior appointment. The Wildlife Park reserves the right to refuse entry to anyone undertaking commercial or promotional activities without prior approval.
- 1.9 Only persons or organisations authorised by the Wildlife Park are permitted to sell or offer for sale any goods or services to visitors on the Wildlife Park premises.
- 1.10 The Wildlife Park wants to maintain a safe and secure environment for you and your family and may ask for your identification on arrival. We do not knowingly allow anyone to use or visit the Wildlife Park who is a convicted child sex offender, subject to the notification requirements of the Sexual Offences Act 2003, or subject to a Sexual Risk Order or Child Abduction Warning Notice.
- 1.11 The Wildlife Park reserves the right to make changes to its website, policies, and these terms at any time. You will be subject to the policies and terms in force at the time that you use the website and or you enter into any transaction with the Wildlife Park.

## **2. Purchasing tickets in person**

- 2.1 Payment can be made by cash, debit/credit card (not Amex). Please note a valid PIN may be required to authorise card transactions.

## **3. Online Tickets**

- 3.1 It is the purchaser's responsibility to check prior to the conclusion of the purchase that the information supplied in respect of the online ticket is accurate. If inaccurate information is supplied this may result in additional charges or voiding of the online ticket.



- 3.2 Any additional visitors wishing to enter the Wildlife Park with someone who has purchased online tickets will be required to pay the standard entrance fees.
- 3.3 Online tickets are only valid for the date stated on them.
- 3.4 Online ticket dates may be altered at the discretion of Wildlife Park management.
- 3.5 Online tickets cannot be used in conjunction with any promotional or discount offers.
- 3.6 Pre-booked entry to the Wildlife Park will only be granted on presentation of a print at home ticket; either printed on A4 paper with barcodes clearly visible or shown on a smart phone. These tickets are the responsibility of the purchaser.
- 3.8 Online ticket purchasers are reminded that for operational, technical, safety or animal welfare reasons any advertised exhibit or attraction, or any of the onsite facilities may be closed, removed, altered or otherwise unavailable at any time. The Wildlife Park reserves the right to alter or cancel any talk or event without notice or at short notice if required.
- 3.9 By purchasing your tickets online, you warrant that you are at least 18 years of age and possess the legal authority to enter into any transaction (including instructing us to collect any payments from a payment card or billing account). You agree to be financially responsible for all transactions you undertake through your use of this website (as well as for use of your account by others). You also warrant that you are a resident of the United Kingdom.

#### **4. Admissions**

- 4.1 Last entry is one hour before the Wildlife Park's closing time.
- 4.2 Children less than 16 years must be accompanied by a responsible person aged 16 years or older ("a Responsible Adult").
- 4.3 Children two years of age and under are admitted free of charge. If a child's age is in doubt and you are unable to provide proof of age, we may ask that you pay the appropriate admission charge on entry. We will then be pleased to give you a refund if you are subsequently able to supply this information.
- 4.4 No child under the age of 16 years will be admitted to the Wildlife Park unless they are accompanied by a Responsible Adult. All such children must remain under the control or supervision of this responsible person at all times whilst on the Wildlife Park premises.
- 4.5 To qualify for a student discount, a valid student identification may be requested, such as NUS card or similar. Any discount is at the absolute discretion of the Wildlife Park.
- 4.6 To qualify for any other concession, valid proof may be requested. Any discount is at the absolute discretion of the Wildlife Park.



- 4.7 Disabled visitors plus one Carer are entitled to receive the appropriate concession admission rate; but may be required to show one of the following: Disability Living Allowance Record Book, Attendance Allowance Book, Invalidity Benefit Book, Visual Impairment Registration Card (BD8), Blue/Orange Parking Permit or written confirmation of the above from the DWP with photographic identification.
- 4.8 A maximum of one Carer is permitted to enter the Wildlife Park free of charge when accompanying disabled visitors.

## **5. Code of Conduct**

- 5.1 Please respect our animal's welfare and your safety by observing the following code of conduct:
- 5.1.1 Please do not feed the animals;
  - 5.1.2 Please do not climb on or cross barriers;
  - 5.1.3 Please do not bang on windows at exhibits;
  - 5.1.4 For safety reasons we do not allow barbecues, balls or balloons in the Wildlife Park;
  - 5.1.5 To ensure a pleasant day for all visitors, please do not use radios, scooters, bikes, rollerblades, roller skates, hoverboards or similar in the Wildlife Park;
  - 5.1.6 Visitors wearing costumes may be asked to remove them. This also applies to animal onesies;
  - 5.1.7 In the interests of safety no glass items including wine and beer bottles are allowed in the Wildlife Park.

## **6. Prohibitions**

- 6.1 No dogs or other pets shall be permitted entry to the Wildlife Park, with the exception of fully trained assistance dogs (but not therapy dogs). An 'Assistance Dog' is one which has been specifically trained to assist disabled people and which has been qualified by one of the organisations registered as a member of Assistance Dogs (UK) or an equivalent organisation in another country, and are permitted to accompany their owners at all times and in all places within the United Kingdom (unless there is a genuine health and safety risk). Assistance dogs in training are not permitted to enter. Please note, however, that assistance dogs may not be able to access some areas of the park, for example, where there are animals that may be susceptible to similar diseases as dogs.
- 6.2 The Wildlife Park prohibits smoking within the Wildlife Park boundaries, at doorways or in the car park. A designated smoking area is available adjacent to the car park.



- 6.3 Alcohol and illegal substances are not permitted to be brought onto site, and anyone under the influence of alcohol or illegal substances may be removed from the Wildlife Park, at the Wildlife Park's sole discretion, and where necessary, the Police called.
- 6.4 To reduce the risk of prohibited items being brought in to the Wildlife Park, we reserve the right to carry out searches of visitors and their property. Visitors found to be in possession of prohibited items will be refused entry or escorted from the Wildlife Park and will have the items confiscated. Prohibited items include alcohol, knives, weapons, fireworks, illegal substances, and any other items that may cause injury.
- 6.5 We will not tolerate the use of threatening, abusive or insulting words or behaviour towards our staff or other visitors at the Wildlife Park, which for the avoidance of doubt, also includes the car park areas.
- 6.6 The use of drones and other flying objects is prohibited.

## **7. Car Parking**

- 7.1 Car Parking is permitted at the Wildlife Park and is free of charge.
- 7.2 The length of stay is limited to no more than 12 hours in any 24-hour period.
- 7.3 Any vehicles (caravans, motor homes etc.) must disconnect any gas supply whilst in our car park.
- 7.4 No dogs, or other animals, are permitted to be left in vehicles whilst parked in our car park.
- 7.5 We cannot take responsibility for any damage or loss to your vehicle.
- 7.6 All Wildlife Park car parking spaces, including those for coaches, are allocated on a first come first served basis and cannot be guaranteed. Tickets do not guarantee car park entry.

## **8. Promotional Photography**

- 8.1 From time to time we and third parties to whom we have provided authority may take photographs and/or video recordings of the Wildlife Park and its premises, including the car parks and surrounding areas, as well as events, which may feature visitors. By accepting these terms and conditions, you agree that Askham Bryan College and the Wildlife Park or any authorised third party may use such images in perpetuity in any promotional or publicity material in any format whatsoever.
- 8.2 You further agree that all copyright and any other intellectual property rights that subsist in or arise out of these materials shall be absolutely owned by us or such authorised third party (subject to our agreement) as the case may be.

## **9. Liability**



- 9.1 You acknowledge that you will be liable to us for any damage caused by you to the Wildlife Park or to any of its attractions or property or for any injury caused to any of our staff or representatives or to other visitors during your visit.
- 9.2 You also agree that:
- 9.2.1 where you are the Responsible Adult, you shall also be liable for all children that you accompany; and
- 9.2.2 where you are the organiser of a Group, you shall be jointly for any damage caused by the visitors in your Group.
- 9.3 Other than liability for death or personal injury resulting from the Wildlife Park's negligence, the Wildlife Park, its employees and or agents shall not be liable for any loss or damage, direct or indirect, howsoever arising out of or in connection with the Wildlife Park's relationship with you to the extent permitted by law.
- 9.4 In the event that the above exclusion of liability is not effective, the Wildlife Park's maximum aggregate liability (save in respect of death or personal injury resulting from the Wildlife Park's negligence) shall be the amount paid by you/the Claimant to the Wildlife Park in respect of the transaction out of which the claim against the Wildlife Park arose.
- 9.5 Under no circumstances will we be liable to you or to any third party for any consequential or indirect loss, damage or expense.

## **10. Privacy Statement and Data Protection**

- 10.1 The Wildlife Park is committed to protecting your privacy. The Wildlife Park will only use your personal details (your "Personal Data"), collected when you purchase tickets at the Wildlife Park or use the Wildlife Park website to purchase your tickets online, lawfully and in accordance with data protection legislation, in particular the Data Protection Act 2018, the UK GDPR and all other applicable laws and regulations relating to the processing of personal data and privacy, including where applicable, the guidance and codes of practice issued by the Information Commissioner.
- 10.2 The Wildlife Park will only process the information necessary to complete your transaction with the Wildlife Park, and any information needed to meet our safeguarding and health and safety requirements and no other Personal Data. The Wildlife Park will ensure that your Personal Data is kept confidential and is not used or disclosed other than as provided for under these terms and conditions or as required by law.
- 10.3 In accordance with data protection legislation, the Wildlife Park will hold and process the information provided by you only for the purposes of completing its transaction with you (sale of tickets for admission to the Wildlife Park), and to meet safeguarding and health and safety requirements.



- 10.4 Your Personal Data will not be used for any marketing purposes, without your consent. We will not collect sensitive information about you without your consent. We do not sell, rent or otherwise make available any personal data submitted by visitors to third parties.
- 10.5 By agreeing to these terms and conditions, you agree to the processing of your Personal Data in this way. If you are providing Personal Data relating to other people you are responsible for obtaining their consent.**
- 10.6 We may use technology to track the patterns of behaviour of visitors to the website. This can include using a “cookie” which would be stored on your browser. You can usually modify your browser to prevent this activity.
- 10.7 At all material times, the Wildlife Park will be the Controller for the purposes of the UK GDPR and the Data Protection Act 2018. In order to meet safeguarding and health and safety requirements the Wildlife Park may share Personal Data with Askham Bryan College.
- 10.8 Your Personal Data will not be processed or stored for longer than is necessary. All Personal Data for the purposes of any sales will be deleted after 5 years of your visit. Any Personal Data retained for health and safety purposes will be destroyed or deleted after 3 years.
- 10.9 You have the right to withdraw your consent for this processing at any time; but failure by the Wildlife Park to process your Personal Data will mean that the Wildlife Park is unable to sell you any tickets for admission to the Wildlife Park and or allow you admission to the Wildlife Park.**
- 10.10 If you have any concerns about the way we are collecting or using your Personal Data, you should raise your concerns with us in the first instance by contacting the College’s Data Protection Officer, [judith.clapham@askham-bryan.ac.uk](mailto:judith.clapham@askham-bryan.ac.uk). If you are not satisfied with that response, you may then wish contact the Information Commissioner’s Office at <https://ico.org.uk/concerns/>.

## **11. Severability**

- 11.1 If any provision of these terms and conditions or part thereof should be found to be invalid, ineffective or unenforceable under any applicable statute or regulation, the remainder of the provisions shall stand in full force and effect.

## **12. Third Parties**

- 12.1 Unless expressly stated nothing in these terms and conditions will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **13. Force Majeure**

- 13.1 We will not be liable for any breaches of these terms and conditions arising from any event outside our control.



13.2 Events outside our control will include; but are not limited to:

- earthquake;
- flood;
- terrorism;
- storm;
- natural disaster or act of God or of public enemies;
- national emergency, epidemic or pandemic;
- government acts or advice in response to a national emergency, epidemic or pandemic;
- invasion;
- riots and insurrection;
- industrial disputes;
- telecommunications failure;
- interruption of services rendered by any public utility, but not where the same has arisen as a result of our breach of any contract or obligation owing to that public utility;
- or interference from any local, national or supra-national government agency or official.

#### **14. Entire Agreement**

14.1 This agreement constitutes the entire agreement between you and the Wildlife Park in respect of the relevant transaction and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and the Wildlife Park with respect to the transaction.

#### **15. Law and Jurisdiction**

15.1 These terms and conditions and all sales and purchases of tickets to the Wildlife Park will be governed by and construed in accordance with English Law and all parties submit to the exclusive jurisdiction of the English courts.

#### **16. Complaints and the College's contact details**

16.1 Complaints should be made in writing to:

PA to the Campus Principal  
Askham Bryan College  
Askham Bryan  
York  
YO23 3FR