

Ultimate Productions

Scarefest IOM

TERMS AND CONDITIONS OF ENTRY

Ultimate Productions places great importance on the safety of its guests and endeavours to ensure that its high standards are met by all persons visiting the Attraction. Please assist us in ensuring our Attraction and its facilities remain a safe place in which to enjoy fun and exciting experiences.

In these terms and conditions of entry ("**Entry Conditions**"), the following definitions shall apply:

Attraction: Scarefest @ Milntown House & Grounds

Ultimate Productions/'Us'/'We'/'Our': Event Lighting Services Limited Trading as Ultimate Productions (Company No.123031C) registered in the Isle of Man, whose registered office address is at Unit 7, Cronkbourne Industrial Estate, Braddan, Isle of Man, IM4 4QE

Ticket: A valid ticket allowing the holder entry to the Attraction

Guests are admitted to this Attraction subject to the following Entry Conditions. By purchasing or using a Ticket, guests agree to comply with these Entry Conditions.

Any person who does not comply with these Entry Conditions may be **removed** from the Attraction by Ultimate Productions personnel, security or police officers, **without any right to a refund**. This is without prejudice to any claim that we may have against such a person or arising out of their actions. Whilst inside the Attraction, all guests must comply with any reasonable instructions given to them by Ultimate Productions personnel or any third party instructed on our behalf. Acting reasonably, Ultimate Productions reserves the right to vary these Entry Conditions at any time without prior notice.

By entering the Attraction, guests accept that they have **a duty to take reasonable steps to ensure their own safety**, taking into account any personal medical conditions. All persons in and around the Attraction should behave in a safe manner at all times.

Child Safeguarding Policy Statement:

Ultimate Productions organise and offer family based experiences which attract children and young people. We are committed to creating an environment which ensures all children can enjoy themselves in a safe and secure environment that prevents children being at risk from any form of harm or abuse.

General:

For health and safety reasons (due to the topographical features of the Attraction), **wheelchairs** are the only transport device permitted within the Attraction. For the avoidance of doubt, bicycles, hover-boards, roller-blades or similar devices are not permitted within the Attraction.

Our commitment to provide a service:

Ultimate Productions will endeavour to ensure that as much of the attraction as possible is available for use by guests at the Attraction. However, we reserve the right, without prior notice, to close and change any part of the attraction and/or the Attraction's operating hours. Ultimate Productions in its absolute discretion reserves the right to close the whole or any part of the Attraction at any time or to restrict the number of persons having access to the Attraction. The reason for any closure or restriction provided by this condition may include technical or operational reasons, capacity, inclement weather, special events or to ensure the safety and security of guests or if Ultimate Productions reasonably considers the circumstances so require. For tickets purchased in advance, if the whole Attraction is closed for any of the reasons set out above, Ultimate Productions may offer replacement Tickets for admission to the Attraction on an alternative date in substitution for any other form of redress.

Our right to remove you:

Ultimate Productions, acting reasonably at all times, reserves the right, in its absolute discretion, to **refuse admission** to the Attraction, **ban from entry** to the Attraction, or **remove from the Attraction** without any right to a refund, any person whose presence or behaviour may affect the enjoyment and/or safety of other guests or staff, or who:

1. acts in an inappropriate and/or undesirable manner whilst within the grounds of the Attraction, where such behaviour has been reported to Ultimate Productions by a reliable independent source;
2. has been convicted of a criminal offence relating to Ultimate Productions, or civil unrest at Ultimate Productions property/attractions, uses violent,

aggressive, threatening, abusive, discriminatory or insulting words or behaviour or in any way behaves in a manner which may provoke a breach of the peace;

3. climbs or stands upon fences, barriers, walls, safety fences, rock arrangements, exhibits or any other buildings at the Attraction, enters or attempts to enter any part of the Attraction which is a restricted or prohibited area as determined by Ultimate Productions including workshops and changing rooms; or queue jumps at the entrance.
4. has displayed any sign or visible representation of any kind which is, or could be reasonably judged to be, threatening, abusive or insulting;
5. has previously acted in any manner which has caused any Attraction or person to report that individual to Ultimate Productions;
6. is attempting to gain admission to the Attraction without a valid Ticket, or has been found inside the Attraction without a valid Ticket;
7. has purchased or obtained any Tickets or discount vouchers from a Ticket tout or Ultimate Productions reasonably believes that they have purchased a Ticket from an unauthorised source.

If any guest in breach of any of these Entry Conditions is a member of a group, then such group of individuals may also, at Ultimate Productions discretion, be denied entry or escorted from the Attraction without any right to a refund. Ultimate Productions reserves the right to initiate legal proceedings or prosecute any person found damaging or defacing any part of the grounds, fences, barriers, walls, exhibits, fabrics or buildings at the Attraction. At Ultimate Productions discretion, future access to the Attraction may be denied to any guest who has previously been denied entry or escorted from the Attraction.

Tickets/admissions:

THE ATTRACTION IS PRIVATE PROPERTY. All persons entering the Attraction must pay for admission or **hold a valid ticket** which has been obtained from Ultimate Productions, the Attraction, the Attraction's website or a third party authorised by Ultimate Productions to sell Tickets. The sale of tickets/vouchers by anyone other than Ultimate Productions is strictly prohibited. Only persons authorised by us are permitted to sell or offer for sale any items to guests within the Attraction grounds. All tickets are **non-transferable, not for resale** and will become automatically **void on any transfer for value**.

A binding contract between us (Event Lighting Services Limited) and the purchaser comes into existence when the final page of the booking confirmation procedure gives you a booking reference. This contract and all matters arising out of it are governed by English law.

Tickets purchased are **only valid on the date printed on the ticket**. Please check the Attraction's operating calendar for opening times and dates. Tickets will only be exchanged or refunded if Ultimate Productions, in its absolute discretion, chooses to do so. For the avoidance of any doubt, **pre-booked Tickets are non-refundable** in the event that **admission is refused or relinquished** for any reason referred to in these Entry Conditions.

Tickets booked online will be delivered in accordance with Ultimate Productions delivery procedure. If Tickets are bought on behalf of other guests, the buyer accepts these Entry Conditions on behalf of every guest and shall ensure that these Entry Conditions are complied with by each person in the group. If re-entry into the Attraction is required, an appropriate hand-stamp or Ticket must be obtained, before exiting the Attraction which must be shown at the time of re-entry to regain access. **Tickets must be retained** at all times and submitted for inspection if required by Ultimate Productions.

No person under the age of 12 will be admitted to the Attraction unless they are **accompanied by an adult aged 18** years or over and such child or children whilst on site must remain under the control or supervision of an adult at all times. Ultimate Productions reserves the right, in its absolute discretion to change the age restrictions referred to in this condition, if any particular circumstances so require in the interests of safety and security.

The Attraction is unable to accept card payments online from card holders registered overseas.

Safety measures

In response to the Covid-19 pandemic, we have introduced a number of specific safety measures in an effort to safeguard the health, safety and wellbeing of persons visiting our Attractions.

Visitor requirements

The safety measures put in place in response to the Covid-19 pandemic are there to safeguard the safety and wellbeing of all guests visiting our Attraction. It is in the interest of everyone at our Attraction to comply with the safety measures that have been put in place. Therefore, should an individual not comply with these safety measures, we reserve the right to require that individual to leave the Attraction in accordance with these terms and conditions.

Acceptance of risk

The safety measures that are being and have been introduced are intended to minimise the risk of contracting the Covid-19 virus but this risk cannot be completely eradicated. Therefore, anyone visiting our Attraction acknowledge that they do so at their own risk.

Guest behaviour:

Unnecessary noise or any behaviour likely to cause annoyance to other guests or confusion of any kind **is not permitted** in any part of the Attraction. **Smoking** (including of e-cigarettes) **is strictly prohibited** other than in the designated smoking areas. .

Dress & appearance must be suitable for a family theme event:

Guests must wear appropriate clothing (including a top and shoes) at all times whilst at the Attraction. If guests are wearing **clothing that is indecent or likely to cause offence** in any way, they will be **refused** entry or **removed from the Attraction without a refund**.

Parking:

Vehicles are parked at the owners' risk. We take no responsibility for damage caused to any vehicle using both Milntown's or the school car park and no guarantee is given as to the security of guests' vehicles in the car parks or any contents. No vehicles are permitted to remain in the school car park or the Attraction outside the Attraction's normal operating hours without the prior express permission of the Attraction. The Attraction retains absolute discretion as to whether such permission is granted. Motor homes, camper vans, caravans or any other vehicle of a similar nature are not permitted anywhere within the Attraction unless express prior permission in writing has been given by a senior member of the Attraction. This permission in its original form will need to be produced prior to entry to the Attraction. Photocopies will not be accepted. A breach of this condition will be deemed to be trespassing, the vehicle will be removed and the owner shall be responsible for all consequences arising as a result of such removal.

Security and Safety:

To prevent offensive weapons or dangerous articles from being brought into the Attraction, guests are admitted to the Attraction subject to the condition that, if requested to do so, they will allow themselves and/or their belongings to be **searched**. It is **prohibited** to bring into the Attraction

any **weapons, fireworks, smoke bombs, glass bottles** or other articles which may cause injury. The throwing of any article which could cause injury or affect the enjoyment of other guests is strictly prohibited. Any person found to be in possession of an article deemed to be offensive or dangerous will be immediately escorted from the Attraction without any right to a refund and Ultimate Productions reserves the right to make reports to the relevant authorities which may lead to prosecution. The consumption of intoxicating liquor is permitted only in authorised places within the Attraction. Accordingly, intoxicating liquor may not be taken into the Attraction except with the express permission of Ultimate Productions and any persons found possessing alcohol, or who appear to be under the influence of alcohol may be refused admission to the Attraction or escorted from the Attraction without any right to a refund. The use of illegal substances and/or legal highs (including, but not limited to, laughing gas) are strictly prohibited and any persons found possessing, using or who appear to be under the influence of illegal substances and/or legal highs will be refused admission or escorted from the Attraction without any right to a refund.

CCTV cameras are used within the grounds to assist in the proper running of the grounds and the Attraction. However, we do not make any representation as to the extent of coverage provided by the cameras. All items, belongings and other property brought into the Attraction by guests are at their own risk and we accept no liability for any loss or damage to such property. As such, we recommend that guests do not bring valuables to the Attraction.

We may use lighting effects, strobe lighting, flame effects, projection or flashing lights.

Animals:

Pets or animals of any nature are expressly prohibited in the Attraction (except for guide dogs, hearing dogs and registered assistance dogs) and, for the avoidance of doubt, should not be left in any vehicle parked at the Attraction. We reserve the right to contact any relevant authority to make and be responsible for any decision in relation to any animals that are left unsupervised or that are found to be in distress.

Photography:

Unless it is expressly prohibited, you are **permitted** to take photographs and recordings within the Attraction provided that these are solely for **private use** and are not sold or used for any commercial or public purpose. By accepting these Entry Conditions, you acknowledge that

Ultimate Productions may **on demand** have **access** to photographs taken and video footage captured by you and request that certain photographs and/or footage are **deleted** if they are deemed to be **offensive** to or **infringe the privacy of** other guests and/or staff. By accepting these Entry Conditions, you agree **not to intentionally** photograph and/or capture video footage of any individual without that person's **permission** and you must adhere to all photography/filming restrictions in place from time to time whilst within the Attraction. From time to time Ultimate Productions or other authorised parties carry out photography and/or video recording in the Attraction, which may feature guests. Entry to the Attraction is deemed acceptance of these Entry Conditions, and you therefore agree that Ultimate Productions or any authorised party may use such images in perpetuity in any promotional, advertising or publicity material in any format whatsoever. You further agree that copyright in these materials rests with Ultimate Productions or such authorised party (as the case may be).

Ultimate Productions Liability

Ultimate Productions accepts no responsibility for any loss and/or damage suffered by guests as a result of the guest's failure to comply with these Entry Conditions or any event outside Ultimate Productions control (including any distress, inconvenience, anxiety or loss of enjoyment arising from the evacuation of the Attraction). This does not affect any guest's statutory rights or any liability of Ultimate Productions which cannot be excluded by law.