

Terms & Conditions for The Big Play

We, Little City UK Limited, provides access to The Big Play event on the following terms and conditions.

1. Definitions

The meaning of some words used in these terms and conditions:

“Equipment” means all equipment, materials, clothing, toys and other property used by us and our Event Partners in the provision of the Event;

“Event” means the mini indoor event where families with toddlers and preschoolers can explore, learn, and enjoy a wide range of local groups and activities provided by our Event Partners;

“Event Partners” means a third party provider food and drink or of activities taking place at the Event;

“our website” means www.littlecityuk.com/the-big-play;

“Ticket” means a ticket for the event whether booked via our website or purchased in some other manner approved by us;

“we”, “us” or “our” is a reference to ‘Little City UK Limited, a company registered in England and Wales with company number 11677188’; and

“you” or “your” is a reference to the person wishing to attend the Event and/or who is booking tickets for the Event;

2. Entering into a legally binding contract

2.1 A contract between you and us will come into being when you purchase a Ticket for the Event;

2.2 We suggest that before you purchase a Ticket, you read through these terms and conditions. If you have any questions concerning them, please ask us. We may update these terms and conditions from time to time and the terms that will apply to the Event are the terms that are in force at the time of purchasing your Ticket.

2.3 You should keep a copy of these terms and conditions for your records.

3. Providing the Event

3.1 Our aim is to provide you with the Event:

3.1.1 using reasonable care and skill;

3.1.2 in compliance with commonly accepted practices and standards in our industry; and

3.1.3 in compliance with all applicable laws and regulations in force at the time of the Event.

4. **The Premises**

- 4.1 We will provide the Event at the location relevant to the Ticket you have booked. This information is available via our website, or can be provided on request.
- 4.2 You should ensure that you are aware of the location of the Event that you are attending prior to completing the purchase of a Ticket. We will not be held responsible for any errors made by you during the ticket purchasing process.

5. **Timing**

- 5.1 What happens if we cannot provide the Event?
 - 5.1.1 If, for any reason, we cannot provide the Event you have purchased a Ticket for, we will invite you to attend another Event (free of charge), or alternatively you can cancel the contract (in which case we will provide you with a full refund).
- 5.2 What happens if you cannot attend the Event having purchased a Ticket?
 - 5.2.1 All Ticket purchases are non-refundable (other than in the circumstances described in clause 5.1.1 above).
 - 5.2.2 The provisions of Part 3 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (concerning your right to cancel) do not apply to the contract between us, on the basis that the contract falls within the exemption set out in section 28(1)(h) of those Regulations (services related to leisure activities where the contract provides for a specific date of performance).

6. **Price and payment**

- 6.1 The prices for Tickets are set out on our website or as otherwise intimated to you.
- 6.2 One Ticket will be required for each attendee, unless, for example a family ticket is purchased (which covers two adults and two children).
- 6.3 Payment for Tickets is required in full at the point of booking. You will not be permitted to attend the Event without valid Tickets.

7. **Your obligations**

- 7.1 When attending the Event, you must:
 - 7.1.1 co-operate with us and our Event Partners in all matters relating to the Event;
 - 7.1.2 provide us and our Event Partners with such information that we or they may reasonably require in order to supply the relevant activities safely;
 - 7.1.3 comply with all applicable laws (including health and safety laws) and any rules, restrictions, notices or instructions applicable to or given at the location of the Event;
 - 7.1.4 watch and be responsible for your children at all times and ensure that they are using all Equipment in a safe and appropriate manner and in accordance with any instructions given by us or our Event Partners;

- 7.1.5 ensure that your children do not consume food or beverages near or whilst using the Equipment;
- 7.1.6 refrain from attending the Event in the event that you or your children are unwell or showing signs of illness;
- 7.1.7 ensure that you look after your personal belongings at all times. Neither we or our Event Partners will be held responsible for any loss, theft or damage to them during the Event;
- 7.1.8 ensure that, if you intend to take photographs or videos during the Event:
 - a) the consent of all persons who may feature in such photographs or videos (or, in the case of children, their parent(s), carer(s) or guardian(s)), is obtained prior to doing so; and
 - b) any photographs or videos taken are retained for personal use only; and
- 7.1.9 comply with any additional terms and conditions of our Event Partners, in respect of the activities that they provide.

8. **Our obligations**

8.1 In providing the Event, we shall:

- 8.1.1 comply with all applicable laws (including health and safety laws);
- 8.1.2 operate a 'missing child protocol' and issue each attending child with a wristband; and
- 8.1.3 ensure that one of our representatives is present at all times during the Event, in order to provide information and answer any questions that you may have.

9. **Our right to refuse entry**

9.1 You and, where applicable, your children, will not be permitted to attend and take part in the Event;

- 9.1.1 if we, in our reasonable opinion, believe that you and/or your children are showing any signs of illness;
- 9.1.2 if we, in our reasonable opinion, believe that you and/or your children are acting in an anti-social or disrespectful manner to other attendees or Event Partners;
- 9.1.3 if you are attending the Event alone, without a child;
- 9.1.4 if we, in our reasonable opinion, believe that you are under the influence of drugs or alcohol; or
- 9.1.5 if you have not got a valid Ticket.

10. **Exclusion and limitation of liability**

10.1 We do not exclude or limit liability for our negligence or negligent omission which causes personal injury or results in death.

- 10.2 Subject to clause 10.1 above, we shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. Our liability to you in contract, tort (including negligence), misrepresentation (whether innocent or negligent), breach of statutory duty or otherwise arising out of or in connection with the contract between us shall not extend to any loss of profit, loss of enjoyment or amenity or any special, indirect or consequential loss or damage whatsoever.
- 10.3 We have obtained public liability insurance cover not exceeding one million pounds (£1,000,000) in aggregate. For matters covered by this insurance, our total liability to you shall therefore not exceed one million pounds (£1,000,000). For all other matters, our total liability to you shall not exceed five thousand pounds (£5,000). In each case, our total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this contract.
- 10.4 We will not be held responsible for any loss or damage suffered by you as a result of any action or failure on the part of any of our Event Partners. Each Event Partner has their own public liability insurance in place and, should you have any queries about this, you should discuss this directly with any Event Partner prior to participating in, or allowing your children to participate in, activities provided by them or purchasing goods or services from them.

11. **Communicating with us**

You can telephone us at 07961 282943. However, for important matters we suggest that you use writing and send any communications by post to our office at Unit A – 82, James Carter Road, Mildenhall Industrial Estate, Suffolk IP28 7DE, or by email to hello@thebigplay.co.uk.

12. **Amendments to the contract terms and conditions**

12.1 We will have the right to amend the terms and conditions of this contract where:

- 12.1.1 we need to do so in order to comply with changes in the law or for regulatory reasons; or
- 12.1.2 we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.

12.2 Where we are making any amendment we will give you 15 days' prior notice (unless the contract is terminated before that period).

13. **Your data**

We are committed to protecting the privacy and security of your personal information. Full details of this commitment, including how we collect and use your personal information in compliance with the Data Protection Act 2018, is contained within our Privacy Notice. A copy of our Privacy Notice is available on our website or upon request.

14. **Contacting each other**

If you wish to send us any notice or letter then it needs to be sent to our registered office at Unit A – 82, James Carter Road, Mildenhall Industrial Estate, Suffolk IP28 7DE, or by email to hello@thebigplay.co.uk and should be marked for the attention of Victoria Fletcher. If we wish to send you a letter or notice we will use the address you provided upon entering into the contract.

15. **Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

16. **Law and jurisdiction**

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.