



Reserve Events Terms and Conditions

Please read these terms and conditions carefully before making your purchase.

For the purposes of these Terms and Conditions:

The "RSPB", "we", "our" or "us" shall mean **THE ROYAL SOCIETY FOR THE PROTECTION OF BIRDS**, a registered charity in England and Wales, number 207076 and in Scotland, number SC037654, whose registered office is at The Lodge, Sandy, Bedfordshire, SG19 2DL. For the purposes of these Terms and Conditions, the "RSPB" shall also refer to **RSPB SALES LIMITED**, a company registered in England and Wales under number 2693778, which is the wholly owned trading subsidiary of the RSPB whose registered address is The Lodge, Potton Road, Sandy, Bedfordshire SG19 2DL.

"You" or "yours" shall mean the person contracting with the RSPB for the purpose of the Event.

"Event" shall mean any public engagement event/activity which is undertaken by RSPB or its appointed sub-contractors on any of its nature reserves throughout the UK.

Contract

The details of each Event in any material provided by us will be correct at time of publication but may be subject to change at our sole discretion.

Payment is required in full in advance of the Event. By making payment for attendance at an Event, you agree to be bound to these terms and conditions to the exclusion of all other terms.

Following receipt of your payment, the RSPB will confirm your purchase by sending an email containing a PDF containing your booking confirmation or (if purchased) a gift voucher (the "**Booking Confirmation**") to the email address you provide at the time of purchase.

The contract between you and the RSPB ("**Contract**") for the Event will only be formed when we send you the Booking Confirmation. These terms and conditions will govern the Contract.

We reserve the right to change our Event prices at any time, provided that we shall not (except in the case of obvious error) change our prices after a Contract has been entered into.

Note that refunds on your purchase will only be available in accordance with these terms and conditions.

All Events are undertaken at your own risk.

Gift Vouchers

Gift vouchers may be purchased from the RSPB in person at the reserve, online or by telephone. Payment in full must be made at the time of purchase. All vouchers are subject to availability.

To book your Event please call the telephone number on the Voucher.

You must inform the person taking your booking that you are using a gift voucher and proof of purchase will be required.

You must book and complete your event before the expiry date displayed on the voucher. RSPB are unable to offer any cash alternative.

Reasonable Adjustments

Please let us know any applicable dietary, mobility, health or medical issues when making your Event booking. We will use our reasonable endeavours to meet your requirements, but please note that, due to the inherent nature of particular Events, some adjustments may not be possible from a practical perspective. We are happy to discuss any issues or concerns in these respects at any time prior to taking your booking.

If you are unable to attend an Event and wish for another person to attend in your place, you must notify us at least 48 hours prior to the start of the Event.

Cancellations

We regret that we are unable to refund gift vouchers or exchange them for cash at any time.

We shall be entitled to postpone or cancel any Event at any time where we need to do so due to circumstances outside of our control, including, but not limited to, where insufficient bookings mean that the Event is not viable, any act of God, reasons relating to the weather, situations where our reserve(s), or any part of our reserve(s) is damaged, closed or deemed unsafe to the public, any local, regional or national lockdown restrictions, Covid-19 or other epidemic/pandemic related restrictions such as isolation, third party provider change in circumstances, Government instruction or order or if we consider that your booking may prejudice our reputation.

If we postpone or cancel any Event our liability to you shall be limited as set out below but we shall notify you of such event as soon as reasonably practicable and shall, where appropriate, offer you a choice of alternative dates for the Event, provision of a gift voucher for use at any other Event, or offer you a refund in full. You shall have the choice of accepting the alternative date, gift voucher or refund. We shall not be liable for any refund or contribution towards travel or accommodation costs incurred by you.

Other than in relation to gift vouchers, if you cancel your attendance at any Event with 7 days' notice or more, we will provide you either with a gift voucher for use at any other Event or refund you the full cost of the Event.

Other than in relation to gift vouchers, if you cancel your attendance to any Event with less than 7 days' notice, we will provide you with a gift voucher for use at any other Event or refund you 50% of the cost of the Event.

If you develop any symptoms of or test positive for Covid-19 or are subject to isolation or lockdown restrictions or other Covid-19 related issues you must not attend any Event for which you have a Booking Confirmation. You will need to contact the reserve as soon as possible to inform us that you are unable to attend and you will be offered a gift voucher for use at any other Event at another time or a refund.

If any Event is delivered by a third party on RSPB's behalf, the cancellation policy of the company delivering the Event shall apply in preference to these terms and conditions unless otherwise stated within your Booking Confirmation

On The Day

On the day of your Event, please bring your Booking Confirmation with you and follow any instructions sent with it.

The cost of entry to the nature reserve is included and general parking will be available at the nature reserve. Note that, if you are not a member of the RSPB, you may be required to pay for parking in addition to the cost of the Event. A limited number of disabled parking spaces are available in designated positions.

On the day of the Event we reserve the right to prevent persons from taking part where we consider that we have reasonable health and safety grounds for doing so.

Where an Event is publicised as being available to adults only, no child(ren) will be permitted and if you attend any such Event with a child, your access and participation to the Event will not be possible.

You agree to adhere, and to ensure that your guests adhere, to all housekeeping rules, procedures and policies (in particular with regard to health and safety and security) that we notify to you in relation to the Event.

Other than guide dogs, hearing dogs and other assistance dogs, no pets or other animals are allowed on our Events.

You must comply with all relevant laws and regulations and not engage in any illegal activity or purpose, or any activity or purpose which may bring the RSPB into disrepute.

You shall not, and shall ensure that your guests do not, behave in any way which results in annoyance or disturbance to us or any of our staff, visitors, occupiers or wildlife. We reserve the right to require anyone who causes an annoyance or disturbance to immediately vacate the premises. No refund for the cost of the Event shall be provided in these circumstances.

Smoking, naked flames, gambling and/or the consumption of alcohol are not permitted before, after or during an Event.

Whilst on our premises you are not permitted to record, televise or otherwise broadcast any material (including but not limited to, through social media and/or podcasts) without our prior consent. If such consent is granted, we reserve the right to take part in any and all negotiations, to be a party to any agreement and to take a share of any income and/or publicity or other benefit derived from such activities.

Our Liability to You

Nothing in these terms and conditions or in the Contract excludes or limits in any way our liability for death or personal injury caused by our negligence or that of our employees or agents, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

We accept no liability for death or injury to persons except where the same is caused by our negligence or that of our employees or agents, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

We will not be liable for any losses, or for any failure to perform or delay in performance of any of our obligations under the Contract that is caused by an event outside our reasonable control, or in the event that you and/or any of your guests has failed to follow our instructions.

We shall have no liability to you under the Contract or generally for any actual or alleged loss, including loss of business, revenue or loss of profit or any other financial loss.

Persons attending the site are required to keep their personal belongings with them at all times and **we accept no liability for damage to, or loss of, personal belongings, equipment or vehicles, except where the same is caused by our negligence, in which case our liability shall be limited to the amount of our insurance cover.**

Note that you undertake the Event at your own risk with regard to dietary, mobility, health and/or medical issues, including pregnancy. If you have any concerns in any of these respects, you are advised not to take part in an Event.

Any child(ren) accompanying an adult are the adult's responsibility and must be supervised at all times.

Subject to the above, our total liability to you for any loss you suffer under the Contract will be limited to our insurance cover for the Event in question. Documentation detailing our insurance cover is available upon request.

You acknowledge and agree that you have not relied on and shall have no right of action in respect of any statement, representation, warranty or promise (whether negligently or innocently made) except as expressly provided within these terms and conditions and all conditions, warranties or other terms implied by statute or common law are by these terms excluded to the fullest extent permitted by law.

Our Privacy Policy

RSPB acknowledges that the personal information provided by you in connection with booking attendance on an Event amounts to personal data. Such personal information will be processed in accordance with the requirements of applicable data protection law and our privacy policy. For further information on how we will use the information you have provided to us, please read our privacy policy at <https://www.rspb.org.uk/help/privacy-policy/>.

Copyright

All materials provided for RSPB Events including graphics, code, text, photos, illustrations, audio, music and design are owned by RSPB or licensed to RSPB. No content, in whole or in part, of the RSPB materials may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without the prior written consent from the RSPB. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of RSPB, or in the case of material licensed to RSPB, the owner of such materials.

Photography/Filming

RSPB may, from time to time, photograph or film its Events, or part thereof, for future publicity and marketing materials for the promotion of the RSPB. We will notify you of our intention on this and will request your consent at any Event as applicable.

Assignment and Subcontracting

You may not transfer any of your rights or obligations under the Contract to another person or organisation without our prior consent, which we will not withhold unreasonably. You agree that we may transfer our rights and obligations as set out in this Contract, and that we may subcontract our rights and obligations under the Contract, provided that this does not affect your rights under these terms and conditions.

Waiver

Failure or delay by us to exercise or enforce any right or remedy under these terms and conditions shall not constitute a waiver of such right or remedy nor operate so as to prevent the exercise or enforcement of such right or remedy on any other occasion.

Severability

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

Entire agreement

These terms and conditions and any document expressly referred to in them are intended to represent the entire agreement between us in relation to the Contract. If you would like to request any variations, please do so in writing and we will respond in writing.

No Legal Partnership or Agency

Nothing in these terms and conditions is intended to, or shall operate to, create a legal partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

Third Party Rights

A person who is not a party to the Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

Law and Jurisdiction

These terms and conditions shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.