



s n a k e s a l i v e

interactive reptile experience

# Experience Terms & Conditions

Reviewed September 2021

# Contents

1. Interpretation	3
2. Provision of Services	4
3. Our obligations	4
4. Your obligations	4
5. Illness and Well Being	5
6. Charges and payment	6
7. Bookings and Reservations	7
8. Cancellation	7
9. Limitation of liability	8
10. Notices	9
11. Miscellaneous	9
Appendix 1 - Essential Information	12

These terms and conditions form the agreement between you (“You” or “Your”) and Snakes Alive Limited (“Us” or “We” or “Our”).

## 1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Event: an event held at the Event Location

Event Date: the date of the Event

Event Location: the location will be the Reptile house at 95 Westbury Road, Southend on Sea, Essex SS2 4DL, please note we are only open for private bookings.

Event Period: the time that the Services will be provided on the Event Date

Creature: a non-venomous animal or reptile.

Reservation: Your request to Us to provide Services for an Event on the Event Date for the Event Period at the Event Location.

Services: the Provision of a Reptile Experience Encounter

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A **person** includes a natural person, corporate or unincorporated body.

1.4 Words in the singular shall include the plural and vice versa.

1.5 A reference to **writing** or **written** does not include faxes or e-mail.

1.6 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

1.7 Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

1.8 References to clauses and schedules are to the clauses and schedules of this agreement.

## 2. Provision of Services

- 2.1 We shall provide the Services:
- (a) on the terms and conditions of this agreement; and
  - (b) at the Event Location;
  - (c) on the Event Date; and
  - (d) for the Event Period
- unless we notify you in writing otherwise.

## 3. Our obligations

- 3.1 We shall use reasonable endeavours to provide the Event in accordance with current industry practice in all material respects.
- 3.2 We shall use reasonable endeavours to:
- (a) provide suitable Creatures at the Event, but We reserve the right to withdraw or substitute Creatures if We deem this to be necessary;
  - (b) supply suitably qualified and trained personnel to the Event;
  - (c) ensure that any Creature used at the Event is non-venomous;
  - (d) ensure that no Creature used at the Event shows or appears to show any signs of disease or illness or ill health;
  - (e) ensure that the Creatures do not bite or scratch or otherwise harm any persons within their vicinity although the possibility that this may happen cannot be completely ruled out;
  - (f) observe all health and safety rules and regulations and any other reasonable security requirements that might be appropriate for the Services.
  - (g) ensure the Event runs for the duration of the Event Period where possible, but reserve the right to shorten the Event Period if appropriate.

## 4. Your obligations

- 4.1 You must:
- (a) ensure that all Persons have followed the clothing and footwear advice
  - (b) ensure that all persons taking part in the Event are of the correct age and that persons under the age of 18 years old are accompanied by a responsible adult.
  - (c) ensure that any person that comes into contact with any Creature treats the Creature with a suitable level of care and respect;

- (d) ensure that no person that comes into contact with any Creature behaves in a way that may frighten or startle or worry or concern the Creature;
- (e) ensure that any person that comes into contact with any Creature washes their hands thoroughly following such contact;
- (f) inform Us if any person that is likely to come into contact with any Creature has any known allergies that might be aggravated by contact with a Creature;
- (g) advise Us of anything a reasonable person might consider to be relevant when providing Services at the Event;
- (h) understand that if children under the age of 5 years old accompany you to ANY Event then the Event Period may be reduced to suit the child's attention span or in cases where Health and Safety may be compromised.

4.2 If Our provision of the Services is prevented or delayed by Your act or omission, We shall not be liable for any costs, charges or losses sustained or incurred that arise directly or indirectly from such prevention or delay.

4.3 You must pay Us on demand, all reasonable costs, charges or losses sustained or incurred by Us (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from Your fraud, negligence, failure to perform or delay in the performance of any of Your obligations under this agreement.

## **5. Illness and Well Being**

5.1 If the Creature shows any signs of disease or infection or ill health prior to the Event Date then;

(a) We will not use that creature for the Event; and

(b) We will use Our reasonable endeavours to find a suitable replacement

5.2 If during the Event Period any Creature displays any symptoms of illness or disease or poor health then We will remove that Creature from the Event and although We will try to find a replacement, We make no warranty or representation of Our ability to do so.

## 6. Charges and payment

- 6.1 We have already advised you of the Fees for Event which must be paid to Us in accordance with this clause 6 .
- 6.2 We may at Our discretion refuse to accept cheques.
- 6.3 You must pay Us the Balance in full at the time of Booking to secure the Event.
- 6.4 If You pay Us Your Balance otherwise than in cleared funds, this payment must have cleared beyond your bank's recall before the Event Date. We will not consider Your Balance as paid until such time.
- 6.5 Once accepted by Us the Balance is non refundable. This applies in all circumstances including if You cancel the Reservation.
- 6.6 We will not discount the Fees in any circumstances, including but not limited to:
- (a) Your cancellation of the Event;
  - (b) Your reduction of the Event Period;
  - (c) Our substitution of any Creature at the Event;
  - (d) Our removal of any Creature from the Event;
  - (e) Our failure to supply any specific Creature requested by You.
- 6.7 Without prejudice to any other right or remedy that We may have, if You fail to pay Us any amount owed to Us by the due date, We may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Lloyds TSB Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
  - (b) suspend all Services and refuse additional Reservations until payment has been made in full.
- 6.8 If You have purchased a snakes alive limited Gift Card or e-Gift Card than You understand the following conditions:
- (a) Cards may be used only to redeem the experience purchased.
  - (b) Cards must be redeemed within 12 months of the date purchased.

- (c) Cards cannot be transferred for value or redeemed for cash.
- (d) Participating and Non-Participating Guests are defined as;
  - (i) Participating Guests: Are in addition to 1 full paying recipient and are included in the full Event purchased
  - (ii) Non-Participating Guests: These Guests are able to accompany the full paying recipient into the Reptile House but will not be allowed to encounter the animals or participate in additional activities.
- (e) We are not responsible if a Gift Card is lost, stolen, destroyed or used without permission.
- (f) We are the only issuers of Gift Cards and e-Gift Cards and We are not accountable if you receive an invalid Gift Card or e-Gift Card from other sources.

## **7. Bookings and Reservations**

- 7.1 Our ability to provide Services is limited and You must therefore provide Us with Your Reservation as soon as possible to avoid disappointment.
- 7.2 To secure Your Reservation you must:
  - (i) Pay Us the Fee in full with your Reservation AND
  - (ii) Complete the Online Booking FormReservations are not secure until both the Form and Payment have been received by Us.
- 7.3 If We choose to accept Your reservation We will notify You either in writing, email or by telephone.
- 7.4 A £20 fee will be charged for alterations made less than 14 days before the Event Date.
- 7.5 Bookings must be made within one year of purchasing a Gift Card or E-Gift Card. (unless covid restrictions are implemented).

## **8. Cancellation**

- 8.1 If You wish to cancel Your Reservation You must provide Us with written notification a reasonable period prior to commencement of the Services being not less than 14 days. If you choose to participate in an experience within 14 days of your purchase you waive your right to cancel.

- 8.2 Unless You provide Us with the notice required at clause 8.1 the full amount of the Charges will be due to Us.
- 8.3 If We have to cancel the provision of the Services:  
(a) We will give You as much notice as possible; and  
(b) We will endeavour to agree an alternative Event Date with You
- 8.4 Refunds can only be made to the purchaser of the Event as detailed on the Booking Form.

## **9. Limitation of liability**

### **YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 9.1 This clause 9 sets out Our entire financial liability.
- 9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
- 9.3 Nothing in this agreement limits or excludes Our liability for:  
(a) death or personal injury of a human being resulting from negligence; or  
(b) any damage or liability incurred by You as a result of Our fraud or fraudulent misrepresentation; or
- 9.4 Subject to clause 9.2 and clause 9.3 :  
(a) We shall not be liable for:  
(i) loss of profits; or  
(ii) loss of business; or  
(iii) depletion of goodwill or similar losses; or  
(iv) loss of anticipated savings; or  
(v) loss of goods; or  
(vi) loss of contract; or  
(vii) loss of use; or  
(viii) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

(b) Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the Services.

9.5 You are strongly urged to ensure that You have sufficient insurance to cover potential losses that may be incurred by You relating to the Event and Our provision of the Services.

## 10. Notices

10.1 A notice given to a party in connection with this agreement:

(a) shall be signed by or on behalf of the party giving it;

(b) shall be:

(i) delivered personally; or

(ii) sent by pre-paid first-class post or recorded delivery.

10.2 Please contact us for Our address for service.

10.3 Your address for service is the address You have notified Us as being Your home address

10.4 If a notice has been properly sent or delivered in accordance with this clause, it will be deemed to have been received as follows:

(a) if delivered personally, at the time of delivery; or

(b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second day after posting

10.5 To prove delivery, it is sufficient to prove that if sent by pre-paid first class post, the envelope containing the notice was properly addressed and posted.

10.6 A notice or other communication required to be given in connection with this agreement shall not be validly served if sent by e-mail.

## 11. Miscellaneous

- 11.1 We shall not be in breach of this agreement, nor liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond Our reasonable control.
- 11.2 Prior to the commencement of the Event Date You may be asked to provide Us with proof of your identification and current address. Such proof can include sight of your passport, driving license, recent utility bill, or bank statement. We may take copies of these documents for Our records.
- 11.4 A waiver of any right or remedy under this agreement is only effective if given in writing.
- 11.5 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.
- 11.6 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the agreement, and the validity and enforceability of the other provisions of the agreement shall not be affected.
- 11.7 This agreement constitutes the whole agreement between You and Us and supersedes any previous arrangement, understanding or agreement relating to the subject matter of this agreement.
- 11.8 You must not assign any of Your rights or obligations under this agreement.
- 11.9 Nothing in this agreement is intended to, or shall operate to, create a partnership between You and Us, or to authorise either You or Us to act as agent for the other.
- 11.10 A person who is not a party to this agreement shall not have any rights under or in connection with it.
- 11.11 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

11.12 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

# Appendix 1 - Essential Information

Please read so that you are prepared for your adventurous day ahead!

## Availability

- Experiences are available every day of the year except Christmas Day, Boxing Day and new years day subject to availability.
- Do please book in advance to avoid disappointment and submit some alternative dates just in case your first choice is not available. Snakes alive will contact you to confirm the date you have been booked in for.
- Please advise at the time of booking if an experience may need to be varied to accommodate any disability or additional need. We would consider our experiences to be suitable for those in a wheelchair, but please make us aware in advance.
- There are no known complications that involve our animals and women who are pregnant. However, please let us know as we may choose to steer away from some animals as a precaution.
- Experiences do not involve animal fur or bedding. Most substrates are soil or sand based. We cannot guarantee these as dust free environments so please advise us if you suffer from a dust allergy and we will take this in to account when selecting the animals you encounter.
- Bookings must be made within one year of purchasing a gift voucher.
- Advertised Experiences may be subject to change without notice, we will not provide any less service than purchased.

## Clothing

- Snakes are very good at sneaking into loose clothing and some lizards have sharp claws so we recommend that you wear long sleeves and long trousers. We also recommend that you refrain from wearing loose jewelry and tie long hair up.
- Whilst we don't anticipate that you will get dirty animals may decide to toilet whilst being handled so dress appropriately.
- The Reptile House is undercover but temperatures can fluctuate so please wear layers of clothing that you can adjust to feel comfortable.

## Arrival

- Whilst we hope your journey will be pleasant please allow plenty of time for traffic and travel delays.
- Please aim to arrive at least 15 minutes before your experience.

- At the end of your experience you can collect your encounter certificates.
- We look forward to showing you around our Reptile House and hope that you leave feeling full of appreciation and admiration for some truly spectacular animals - and the keepers too!

## **On the day**

- It may be necessary to share some activities with another Experience group. VIP experiences are exclusive for the persons booked.
- The experience is for the recipient only unless additional participating guests have been purchased.
- We cannot guarantee which animals will be available to handle on particular days, due to feeding or animal health.
- Not all animals are available to handle for all experiences or participants. Keepers will select animals based on the experience purchased and the age range and confidence of the participants.
- Any animal can bite, scratch and/or sting. We take the utmost care to prevent any harm coming from encounters. A first aid kit is available within the Reptile House alongside an onsite First Aid trained member of staff.
- Hand washing after any encounter with animals is recommended.