

TERMS & CONDITIONS - THE BLUE POOL EST. 1935

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THE BLUE POOL NATURE RESERVE & TEA ROOMS – Est 1935

Terms and Conditions

Our Terms

Your attention is drawn in particular to the provisions of clause 8 of these Terms and Conditions.

1. What These Terms Cover.

You are admitted to The Blue Pool Nature Reserve & Tea Rooms, Furzebrook Road, Wareham, BH20 5AR (the “Site”) subject to these Terms and Conditions.

These Terms and Conditions tell you who we are, how a contract is formed between you and us, the rules you must adhere to at the Site, what to do if there is a problem and other important information.

We want to ensure the safety of all of our visitors and staff during their time at the Site. Please assist us in ensuring that the Site remains a safe place to enjoy for everyone.

2. Information About Us and How to Contact Us

We are The Blue Pool Nature Reserve & Tea Rooms; a trading name of M&P Property Investments Limited, a company registered in England and Wales. Our company registration number is 04913686 and our registered office is at The Gatehouse, 2 Devonhurst Place, Heathfield Terrace, Chiswick, London, W4 4JD. In these Terms and Conditions, references to ‘The Blue Pool’, ‘Us’, ‘We’ and ‘Our’ are references to that company.

You can contact us by calling us on 01929 558150 (or on 07730 485558 out of hours), or by writing to us at info@thebluepool.co.uk.

3. Our Contract With You

• General Admission to the Site.

- The Site is private property. Entry to the Site is only permitted if you have purchased Admission, an Annual Pass or have booked an event with us. Bookings will be subject to additional of Terms and Conditions, but these Terms and Conditions shall still apply.
- Entry to the Site is only permitted during opening hours, which are displayed on our website and at the ticket office. Entry to the Site outside these hours is strictly prohibited and you accept that, unless we have contracted with you under any of our other terms and conditions in relation to your visit to the Site (for example in relation to camping), you are not permitted to be at the Site outside these hours.

- Please note that our opening hours may be different in the summer and in the winter. We reserve the right to change our opening hours at any time and without notice.
- **Day Admission.**
 - All visitors wishing to enter the Site who do not hold an Annual Pass (or are visiting the Site as part of a booking) must pay for entry to the Site at our ticket office (“**Admission**”). By purchasing Admission to the Site, a contract will be formed between you and us, and you agree to be bound by these Terms and Conditions.
 - When purchasing Admission, you will be given an entrance ticket (a “**Ticket**”). Tickets will refer to these Terms and Conditions and contain a reference number that we can use to track the day that the Ticket was issued. If you have to leave the Site, you will be able to show your Ticket at the ticket office to re-enter the Site free of further charge, provided you return to the Site on the same day.
 - Tickets are only valid on the day that they are issued, and are non-transferable and non-refundable. For the avoidance of doubt, if you are asked to leave the Site as a result of you breaching these Terms and Conditions, you will have no right to re-enter the Site and will not receive a refund. You will not be permitted re-entry to the Site.
 - Once you have been provided with a Ticket, you must keep the Ticket with you at all times when at the Site. We reserve the right to request any guests to show their Ticket to us to evidence that they have paid for Admission, or any of our employees. Failure to produce a Ticket on request may result in you being asked to leave the Site.
 - If Admission is purchased on behalf of other guests, the buyer accepts these Terms and Conditions on behalf of every visitor in the group, and shall ensure that these Terms and Conditions are complied with by all visitors in the group.
 - We reserve the right to amend the price of Admission at any time and without notice.
- **Annual Pass.**
 - Holders of annual passes to the Site (an “**Annual Pass**”) are entitled to entry to the Site on any day that the Site is open to the public during opening hours, during the period covered by the Annual Pass.
 - The price of the Annual Pass is shown on our Website.

- Annual Passes are valid for a period of one year from their date of issue. By purchasing an Annual Pass you accept that a contract is formed between you and us on the basis of these Terms and Conditions, and these Terms and Conditions will remain applicable every time you visit the Site.
- Annual Passes are non-transferable and non-refundable. If you are asked to leave the Site as a result of you breaching these Terms and Conditions, we reserve the right to cancel your Annual Pass and refuse you entry to the Site. You will not receive, nor be entitled to, a refund.
- You must show your Annual Pass at the ticket office when visiting the Site. If you do not present your Annual Pass you may be charged for entry to the Site in accordance with clause 2. You must keep your Annual Pass with you at all times when visiting the Site. We reserve the right to request any guests to show their Annual Pass to us, or any of our employees. Failure to produce an Annual Pass on request may result in you being asked to leave the Site.

4. Terms of Entry

You are admitted to the Site subject to these Terms and Conditions. These rules are put in place for your own safety, and the safety of other guests. A breach of these rules may result in your removal from the Site in accordance with clause 5 of these Terms and Conditions.

- Though great care has been taken to ensure that the Site is safe for visitors, you accept that due to the nature of the Site (being made up primarily of heathland, woodland and lakes), there will be a number of natural hazards across the Site. By entering the Site you accept that you have a duty to take all reasonable steps to ensure your own safety and the safety of the other members of your group (including in particular any minors).
- Children must be supervised by a responsible adult at all times. You accept that it is your responsibility to ensure that any children in your group are adhering to these Terms and Conditions.
- Whilst at the Site you must comply with all reasonable instructions given to you by us, our staff, the emergency services or any other third party instructed on our behalf.
- You must ensure you are wearing appropriate clothing and footwear at all times.
- Swimming, or otherwise entering the water, at the Site is strictly forbidden. The water is cold and deep. This prohibition is for your own safety.
- The climbing of trees at the Site is strictly forbidden.
- The Site is a high risk fire area. As a result, you accept that smoking is strictly prohibited. You also accept that the release of sky or chinese lanterns, fireworks or other comparable activities that may present fire risks are strictly prohibited.

- You must not act in a threatening, abusive or insulting manner, or in any manner that may affect the enjoyment and/or safety of other guests or our staff.
 - Dogs are permitted at the Site, but must be kept on leads and under control at all times. You accept that there is a variety of wildlife present at the Site and that it is your responsibility to keep your dog under control.
 - Litter must be disposed of correctly in the bins provided or taken with you. The Site is an area of natural beauty and littering will not be tolerated.
 - You agree to follow the Countryside Code at all times.
- 5. If You Do Not Adhere to These Terms and Conditions**
- If you do not comply with these Terms and Conditions, you may be asked to leave the Site in accordance with clause 7. If you have purchased Day Admission in accordance with clause 2 you will not have any right to a refund. If you are the holder of an Annual Pass in accordance with clause 3.3 we may cancel your Annual Pass and you will not have any right to a refund.
 - Without prejudice to our right to remove you from the Site, we reserve our right to initiate legal proceedings or prosecute any person found to be in breach of these Terms and Conditions.
- 6. Our Rights to Make Changes**
- **Site Closure, Changes to Opening Times and Visitor Numbers.**
 - We reserve the right to close the Site (whether in its entirety, or in part), alter the opening hours of the Site or otherwise restrict the number of visitors permitted to enter the Site, in all cases without prior notice.
 - We may decide to do this for a number of reasons, such as (but not limited to) operational reasons, special events, poor weather conditions, reaching capacity on the number of visitors to the Site, to ensure the safety and security of guests and staff, or any other reason that we consider to be appropriate.
- 7. Our Right to Remove You From the Site**
- We reserve the right to refuse Admission, ban from entry to the Site or remove from the Site any visitor who is in breach of these Terms and Conditions. Admission may be refused to a visitor (or visitors may be removed from the Site) for a number of reasons, including (but not limited to) where visitors use violent, aggressive or threatening behaviour towards staff or other visitors, or where visitors are in breach of these Terms and Conditions (including in particular, but without limitation, the terms set out in clause 4).
 - If any guest who is in breach of these Terms and Conditions is a member of a group, we reserve the right (at our absolute discretion) to refuse Admission to, or remove from the Site, the entire group without any right to a refund.
- 8. Our Liability**
- **Losses and Damage Outside Our Control.**

- We accept no responsibility for any losses and/or damage suffered by you as a result of any event outside our control. This includes any loss of enjoyment arising from closure of the Site, or the actions of any third parties. This does not affect your statutory rights.
- Due to the nature of the Site, there will be a number of natural hazards across the Site, including uneven paths, ditches and deep water. This carries a number of risks that we cannot entirely eliminate, including the risk of personal injury and/or loss of or damage to property, such as (but not limited to) as a result of slips, trips and falls. To mitigate these risks you must follow and adhere to the rules identified in clause 4 above at all times.
- Nothing in these Terms and Conditions limits any liability which cannot legally be limited, including liability for personal injury caused by our negligence.
- In the absence of any negligence or other breach of duty by us, you visit the Site entirely at your risk. References to liability in this clause include every kind of liability arising under or in connection with the Site, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- Our total liability to you, or any member of your group, in respect of all claims (other than those where liability cannot be limited) shall not exceed the price of Admission and is capped at that amount.
- We accept no liability for loss or damage to personal property. We will have liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

- **Parking**

Visitors to the Site may park in our designated car park without charge. We accept no liability for any damage caused to any vehicles using the car park. Vehicles are parked entirely at the owners' own risk and no guarantee is given as to the security of any vehicles in the car park. Parking is only permitted during your visit to the Site. Strictly no parking overnight.

9. General

- If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- These Terms and Conditions are governed by English law and will be subject to the exclusive jurisdiction of the English courts.