

VISITOR TERMS AND CONDITIONS

1. General regulations for visiting the Centre

Introduction

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We welcome you to The Bridging the Tamar Visitor and Learning Centre and hope you have an enjoyable visit. Although entry to Centre is free (subject to charges for Chargeable Events and Group Bookings (defined below), it is a condition of entry that you comply with these Visitor Regulations set out below. We reserve the right to change these regulations from time to time. Such changes will apply to you immediately upon their being posted in changed form on the Website.

Opening hours and access to the Site

Normal opening hours of the Site are displayed in Tamar Crossings reception and on the Bridging the Tamar website. It may, however, be necessary for us to change the opening hours, without notice, for example, for security reasons. It may also be necessary to limit the number of people who can visit at any one time, for example, during a school visit, or for reasons relating to Covid – 19 (see **Access limitations due to social distancing rules**), or for bridge maintenance reasons

We reserve the right to refuse anyone entry to the Site at our absolute discretion, and any person who fails to comply with instructions from an Official or other person acting on our behalf may be refused entry to, or removed from, the Site. Anyone found (in our opinion, or that of any Official or other person acting on our behalf) to be causing or threatening to cause any damage to any part of the Site, the Site infrastructure, causing or threatening to cause any harm to any other person at the Site or in the near vicinity, or behaving in an illegal, anti-social or aggressive manner, or appearing to be under the influence of drugs or alcohol or in breach of these conditions will be required to leave the Site or the immediate vicinity and may be reported to the police. We reserve the right to search any person and their personal property and refuse admission to, or remove from the Site, any person who refuses to be searched by an Official or the police or other person acting on our or their behalf. If, on searching your person or property, we (or our Officials or any other persons acting on our behalf) find any items which we do not allow to be brought onto the Site (as described below under **Prohibited Items**) or any similar item(s) that may be a risk to the Site or any of our Officials or visitors to the Site) we/they may remove it, and return it to you when you leave the Museum. If we (or any other such people) find an illegal item in your bag they will confiscate it, and hand it to the police. It may be necessary for us to close parts of the Site temporarily in which case we may require you to leave those areas by the routes which we determine. No animals will be permitted to enter the Site, other than assistance dogs, guide dogs or hearing dogs for disabled people. All children under the age of 18 must be accompanied at all times by someone over the age of 18.





COVID – 19: Access limitations due to social distancing rules

In order to comply with any relevant social distancing rules or otherwise, we may, in our sole discretion, require that any person who wishes to visit the Site must make a booking in advance (for which no charge will be made – subject to charges for Chargeable Events and Group Bookings), via the website. If we have imposed such a requirement, we reserve the right to refuse entry to any person who has not made such an advance booking (or for whom an advance booking has not been made).

Prohibited Items

The following articles are not permitted to be brought into the Site: flags, advertising or marketing messages, chairs, knives, fireworks, smoke canisters, drones, air-horns, flares, weapons, dangerous or hazardous items, laser devices, glass vessels, cans, poles, and any article that might be used as a weapon and/or compromise public safety. This list represents a non-exhaustive list of the types of articles which are not permitted and we retain a discretionary right to refuse entry to, or remove, any person found to be carrying any of these items or any similar items.

Unattended property

You should not leave any of your property unattended at any time in or around the Site, including in any outdoor areas. We reserve the right to remove and/or destroy any unattended property at our complete discretion and will not be liable for any loss to you incurred by reason of us doing that.

Filming

Unless indicated otherwise in relation to particular exhibits, you may take pictures and videos with handheld cameras and devices. You may not take pictures or videos with any equipment which requires a stand or separate lighting. Other than with our prior written consent you may only use any pictures and/or videos for personal (not commercial) use.





Bicycles, scooters and mobility scooters

No bicycles or scooters are permitted within any buildings on the Site. Mobility scooters are permitted within the Site.

Liability

Other than as provided below and to the extent permitted by law:

- we will not be liable or responsible for any loss or damage (whether direct or indirect) that may result to you or a third party or any of your possessions (or those of any third party) in connection with your travelling to, and visiting, the Site and/or attending or participating in any Chargeable Event or Group Booking; and
- we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity in connection with your travelling to, and visiting, the Site and/or attending or participating in any Chargeable Event or Group Booking.

Nothing in these Visitor Regulations excludes or limits our liability:

(i) for death or personal injury arising from our negligence;

(ii) for fraud; or

(iii) in any other circumstances for which our liability cannot be excluded or limited by English law.

Access to the bridge structure

Groups and chargeable events will sometimes access areas of the bridge structure (separate to the Visitor Centre) which are not normally accessible to the public.

Access to areas of bridge structure and other locations not normally accessible by members of public may, at the sole discretion of Tamar Crossings staff or volunteers, be subject to enhanced access restrictions or criteria or require cancellation and/or postponement without notice.

These could include, although not necessarily be limited to:

- adverse or unforeseen weather
- physical and/or mental health capability of individual visitors
- unplanned incidents or events
- unplanned or unforeseen engineering or maintenance activities or requirements
- any incident or occurrence where the safety or security of persons, assets or service delivery may be compromised







1. Chargeable Events Regulations

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We may, in our absolution discretion, determine, at any time, that access to, or participation in, any specific exhibition and/or tour/workshop in or of the Site may be chargeable. We will make every effort to provide advance notice to the public of such chargeable exhibitions and/or tours/workshops. The following regulations, which form part of the Visitor Regulations, will apply in relation to visits to Chargeable Events (in addition to all the other Visitor Regulations applicable to visits to the Site in general):

- Tickets for Chargeable Events must be purchased either in advance, via our website
- Subject as otherwise agreed by us, payment for Tickets must be made by credit/debit card. We accept all major credit and debit cards except American Express. Payments taken on cards will state "sum up Tamar Bridge &" on the card transaction statement. All payments must be made in Pounds Sterling (£).
- Once purchased, tickets will not (unless we agree otherwise, in our sole discretion) be refunded but can be exchanged for an alternative time or date, if available. If there are no suitable alternative times/dates, or the relevant exhibition/tour/workshop is fully booked, we may (but are not obliged to) make your booking available for sale again and, if resold, will endeavour to refund your ticket price subject to deduction of reasonable costs and expenses.
- By purchasing a ticket, you agree that the ticket is for the personal use of you and your party only and may not be resold or transferred. Your ticket is only valid for the number of persons, the date and time stated on its face. We reserve the right to cancel any ticket (without notification or refund) in the event that we determine that the ticket holder is not the person who originally purchased it.
- You should ensure that you (and the other persons covered by your ticket) arrive at the Site at least 10 minutes in advance of the time stated on the ticket. Every effort will be made to admit latecomers if reasonably possible, but admission is not guaranteed and is at our discretion.
- We reserve the right to close or cancel any Chargeable Event at any time (without notice, if necessary) in the event of circumstances beyond our control. We will use every reasonable effort to contact ticket holders either by phone or email (using the details provided at the time of purchase) to provide advance notice of the closure or cancellation. Please note, however, it is your responsibility to check whether the relevant Chargeable Event is proceeding at the scheduled date and time as we do not guarantee that we will be able to notify all ticket holders. If we do close or cancel a Chargeable Event in the circumstances above, we will refund the face value of the tickets which cannot be used.
- On arrival at the Site, in order to gain access to the relevant Chargeable Event, you will be required to produce your ticket(s) or emailed confirmation of ticket purchase. We reserve the right to refuse admission to any Chargeable Event if a person cannot produce a ticket or email confirmation, for health and safety, environmental or security reasons or otherwise.





- In the event that we refuse entry to a person to the Site any Chargeable Event or require any person to leave the Site or any Chargeable Event, as permitted by these Visitor Regulations (including these Chargeable Event Regulations), we will not be obliged to refund any ticket price paid by (or in relation to) such person.
- During your visit you must retain your ticket safely for production on demand by our representatives.
- Any contact details supplied by you will only be used to contact you with regard to your tickets. Your details will not be shared with any third parties without your consent. Our use of your data is subject to Tamar Crossings GDPR policy, copies of which are available by request. By purchasing a ticket, you consent to us processing your data on the basis set out in those policies.
- Any purchase of tickets will only become effective once paid for in full. Payment for a ticket is deemed to be acceptance of these Chargeable Event Regulations.

2. Group Bookings Regulations

The following regulations, which form part of the Visitor Regulations, will apply to all Group Bookings **(including school bookings)** and related Group Booking Agreements which we enter into with a Group Organiser (on the basis set out below) (in addition to all the other Visitor Regulations applicable to visits to the Site in general).

• We reserve the right to change these Group Booking Regulations from time to time. The Group Booking Regulations which apply in relation to any Group Booking Agreement will be those Group Booking Regulations which are shown on the Website as at the date upon which the Group Booking Agreement is made.

Making a Group Booking

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- If a Group Organiser wishes to organise a Group Booking (by entering into a Group Booking Agreement), the Group Organiser (or Group Organiser Representative on behalf of the Group Organiser) must complete, and submit via the Website, e-mail visit@tamarcrossings.org.uk or by phoning 01752 361577 and speaking to either the Heritage Officer (HO) or Visitor Experience Manager (VEM).
- A binding Group Booking Agreement will be entered into between us upon receipt of a completed booking form and us confirming the booking in an e-mail.
- The Group Booking Agreement will be made up of the information recorded on the relevant completed Group Booking Form together with these Group Booking Regulations.
- The minimum and maximum capacity numbers for any Group are as stated on the relevant Group Booking Form.
- The number of people in a Group must be stated on the relevant completed Group Booking form. If the stated number of people in the Group is exceeded (either when the





Group arrives at the Site or at any time during the period of the relevant presentation, tour or workshop), unless we agree otherwise, we reserve the right to do any of the following: (i) cancel the relevant presentation, tour or workshop;

(ii) exclude the additional participants (i.e. the people in excess of the agreed number) from the relevant presentation, tour or workshop; and/or (iii) require that the Group Organiser pays an additional charge (in respect of the additional participants) prior to us continuing with the relevant presentation, tour or workshop. We will not be liable to the Group Organiser in relation to any cost, loss (direct or indirect) or liability incurred by the Group Organiser in relation to any action taken by us as described above.

- The Group is required to arrive a minimum of 10 minutes before the scheduled start of the booked presentation, tour or workshop.
- On arrival, the Group should report to the place specified in the welcome pack emailed to group organiser prior to visit where they will be met by a tour guide (or, in the case of a School Group, the Group should report to the place specified in the welcome pack emailed to lead teacher/organiser prior to the visit where they will be met by the learning facilitator).
- If a Group expects to arrive later than originally expected, the Group Organiser should call the HO on 01752 361577 prior to their expected time of arrival with an estimated time of arrival, so our tour guide/learning facilitator can be informed. If the Group arrives later than agreed, we will endeavour to maintain the visit but we shall be entitled (at our sole discretion) to shorten or cancel the tour/workshop. In the event of a cancellation, we shall endeavour to agree an alternative time/date for the tour/workshop for which we may, at our discretion, charge an additional amount to reimburse us for any losses arising in connection with the cancellation and rebooking. In any event, if a tour/workshop is cancelled in the circumstances referred to above, unless we agree otherwise, the Group Organiser will not be entitled to any refund of the Group Booking Price already paid.
- The Group Organiser is responsible for the supervision and conduct of the members of its Group at all times.
- The Group Organiser will be liable for any costs, losses or liability caused to us by virtue of the actions of any member within their Group.
- In the event that any member of a Group behaves in a manner contrary to the Visitor Regulations we reserve the right to require that the Group leaves the Site. In such an event, the Group Organiser will not be entitled to any refund of all or any part of the Group Booking Price paid for the Group Booking.
- An invoice will be raised and sent to the Group organiser following the visit clearly stating the date and the charge for the presentation, tour or workshop. Methods of payment will be sent with the invoice. We currently accept Cash, Cheque or bacs payment.
- Payment must be made within 28 days of the date the invoice was issued.

Cancellation by the Group Organiser

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- The Group Organiser may cancel a Group Booking at any time (by e-mail to the following address: visit@tamarcrossings.org.uk or in writing to: Bridging the Tamar Visitor and Learning Centre, Tamar Bridge Office, Pemros Road, Plymouth, Devon PL5 1LP)
- If the cancellation is made more than 28 days before the agreed date of the relevant tour/workshop, we will reimburse all of the Group Booking Price paid in respect of the Group Booking [subject to a deduction in our sole discretion of an amount representing our reasonable administrative costs in connection with the Group Booking].
- If the cancellation is made less than 28 days before the agreed date of the relevant tour/workshop, the Group Organiser will not be entitled to any refund of the Group Booking Price paid.

Cancellation by us

- We reserve the right to modify the programme of any Group Booking tour/workshop or cancel the tour/workshop entirely if unforeseen circumstances arise which are beyond our control. In such an event we will notify the Group Organiser of the issue in advance.
- If we do so notify the Group Organiser, the Group Organiser will be entitled to cancel the Group Booking (in which case we will refund 100% of the Group Booking Price paid) or book an alternative date/time (at no additional cost to the Group Organiser).

Children

• Children and young people remain the responsibility of Group Organiser and, if applicable, Group Organiser Representative at all times. The Group Organiser should be aware that the Site will be open to the general public during the period of the Group Booking presentation, tour or workshop.

Food and Drink

- There is no dedicated lunch space at the Visitor Centre.
- All visitors are free to use the grassed areas and picnic areas around the site to consume food and drink.
- Group organisers are responsible for leaving areas free from litter.

Travel

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• The Group Organiser is responsible for providing all transport to and from the Site. We do not organise or provide (and are not responsible for organising or providing) any such transport.

Warranties by the Group Organiser

• The Group Organiser warrants to us as follows: (i) he/she has the legal ability and authority to enter into the Group Booking Agreement and perform all obligations stated to be obligations of the Group Organiser in that agreement; and





(ii) in the case of a Group Organiser which is a company or other organisation (as opposed to an individual person) the Group Organiser Representative has the authority to represent the Group Organiser and enter into the relevant Group Booking Agreement on behalf of the Group Organiser.

Liability

- Other than as provided below and to the extent permitted by law we will not be liable or responsible for any loss or damage (whether direct or indirect) that may result to the Group Organiser, any Group Organiser Representative, any member of the related Group or a third party in connection with any Group Booking, the related visit to the Site, any failure of the Group Organiser to comply with the obligations in the related Group Booking Agreement and/or any cancellation of a Booking which is made in accordance with these Group Booking Regulations.
- We reserve the right to close without notice for health and safety, maintenance or any other purposes. Other than as set out below, we shall not be liable in relation to any cost, loss or liability incurred by any person in connection with any such closure.
- Nothing in these Group Booking Regulations excludes or limits our liability: (i) for death
 or personal injury arising from our negligence; (ii) for fraud; or (iii) in any other
 circumstances for which our liability cannot be excluded or limited by English law.

4. Off-site Event Regulations (presentations and workshops)

The following regulations (the "**Off-site Event Regulations**"), which form part of the Visitor Regulations, will apply in relation to Outreach and chargeable Off-site events visits:

- Bookings for chargeable events will be via our <u>visit@tamarcrossings.org.uk</u> e-mail address or by contacting 01752 361577 and speaking to our Heritage Officer (HO) or Visitor Experience Manager (VEM).
- On receipt of a completed booking form your visit will be confirmed by e-mail.
- Once booked, the outreach session will not (unless we agree otherwise, in our sole discretion) be refunded but can be exchanged for an alternative time or date, if available.

