

## DARTMOOR ZOOLOGICAL SOCIETY

### TERMS & CONDITIONS IN RESPECT OF THE SALE OF GOODS

These Terms and Conditions set out how the relationship between You and Dartmoor Zoological Society (the **Charity**) will operate in regard to the purchase by You of the goods sold by the Charity on the Dartmoor Zoological Society Website (the **Website**).

Please read these Terms and Conditions carefully.

You may have other rights granted by law and these Terms and Conditions do not affect such rights.

#### 1 The Parties

- 1.1 Dartmoor Zoological Society is a Charitable Incorporated Entity registered with the Charity Commission for England and Wales whose registered office is at Dartmoor Zoological Park, Sparkwell, Devon, PL7 5DG (the **Charity**).
- 1.2 You can telephone the Charity on 01752837645 and email us at [zoobase@dartmoorzoo.co.uk](mailto:zoobase@dartmoorzoo.co.uk). You can write to Dartmoor Zoo or Dartmoor Zoological Society at Dartmoor Zoological Park, Sparkwell, Devon, PL7 5DG.
- 1.3 You are the other party to these Terms and Conditions and will enter Your identification details into the Order Form.

#### 2 Definitions and Interpretation

- 2.1 In these Terms and Conditions the following words and phrases shall have the following meanings:

<b>2018 Act</b>	means the Data Protection Act 2018;
<b>Carrier</b>	means the organisation contract to deliver the Goods You have Ordered;
<b>Conditions</b>	means these terms and condition under which You agree to purchase the Goods;
<b>Data Controller</b>	shall have the same meaning as in the DPL;
<b>Data Processor</b>	shall have the same meaning as in the DPL;
<b>Data Subject</b>	shall have the same meaning as in the DPL;
<b>DPL</b>	means the 2018 Act and the GDPR;
<b>GDPR</b>	means EU Regulation 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the General Data Protection Regulation)

which has been directly imported into the law of England and Wales, Scotland and Northern Ireland (**UK Law**) by virtue of section 3 of the European Union (Withdrawal) Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendment Etc.) (EU Exit) Regulations 2019;

<b>Goods</b>	any ordered by You and sold by the Charity from the Website;
<b>Order</b>	any Goods ordered by you from the Charity;
<b>Order Form</b>	the electronic form available on the Website which can be used to Order the Goods;
<b>Personal Data</b>	shall have the same meaning as in the DPL;
<b>Process</b>	shall have the same meaning as in the DPL and Processed and Processing shall be construed accordingly.

- 2.2 All references to a statutory provision shall be construed as including references to:
- 2.2.1 any statutory modification, consolidation or re-enactment;
  - 2.2.2 all statutory instruments or orders made pursuant to it; and
  - 2.2.3 any statutory provision of which it is a modification, consolidation or re-enactment.
- 2.3 Except where the context otherwise requires:
- 2.3.1 words denoting the singular include the plural and vice versa;
  - 2.3.2 words denoting any gender include all genders;
  - 2.3.3 words denoting persons include firms and corporations and vice versa.
- 2.4 Unless otherwise stated, a reference to a clause, sub-clause or Schedule is a reference to a clause or a sub-clause of, or a Schedule to, these Terms and Conditions.
- 2.5 Clause headings are for ease of reference only and do not affect the construction of these Terms and Conditions.
- 2.6 The Charity is only permitted to undertaking limited trading activities which relate directly to its charitable purposes. Any non-charitable activities are undertaken by Dartmoor Zoo Enterprises Limited, this includes the operation of the Charity's shop. The Goods sold under these Terms and Conditions are sold by the Charity.

### **3 Application of these Terms and Conditions**

- 3.1 These Terms and Conditions shall apply to the exclusion of all other terms and conditions (including any terms or conditions which You purport to apply under any purchase order, confirmation of order, specification or other document) in respect of the sale of the Goods via the Website by the Charity.
- 3.2 The Charity reserves the right to change these Terms from time to time. Any such changes will take effect when posted on the Website and it is Your responsibility to read these Terms and Conditions on each occasion You use the Website and Your continued use of the Website shall signify Your acceptance to be bound by the latest Terms and Conditions.
- 3.3 Your use of the Website is also governed by these Terms and Conditions and legal notices on other areas of the Website such as the Charity Privacy Policy and security policy, which will, together with these Terms and Conditions govern Your use of the Website.
- 3.4 By proceeding with Your Order You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of the Charity which is not set out in these Terms and Conditions.
- 3.5 These Terms and Conditions do not apply to weddings held at the Dartmoor Zoo site (the **Zoo**), which are subject to their own terms and conditions.

### **4 Contracting**

- 4.1 The technical steps required for the contract between You and the Charity to be made are as follows:
  - 4.1.1 You place the Order for Your products on the Website by entering the information in respect of the Goods You wish to order into the Order Form and pressing the confirm order button at the end of the checkout process.
  - 4.1.2 You will then be shown a copy of Your Order on the screen. If any part of it is incorrect, please amend Your Order.
  - 4.1.3 You will be guided through the process of placing an order by a series of simple instructions on the Website.
  - 4.1.4 The Charity will send to You an Order acknowledgement email detailing the products You have ordered. This is not an order confirmation or order acceptance from the Charity. You will then be able to make any amendments to the Order that you require.
  - 4.1.5 Order acceptance and the completion of the contract between You and the Charity will take place on the despatch to You of the Products ordered unless the Charity has notified You that the Charity does not accept Your order, or You have cancelled it in accordance with the instructions on the Change Your Order page of the Website
- 4.2 The Charity has taken every care in the preparation of the content of the Website, and in particular to ensure that:

- 4.2.1 prices quoted are correct at time of publishing; and
- 4.2.2 the Goods have been fairly described.
- 4.3 The Charity may only accept Orders if there are no material errors in the description of the Goods or their prices as advertised on the Website.
- 4.4 Non-acceptance of an order may be a result of one of the following:
  - 4.4.1 one or more of the Goods You ordered being unavailable;
  - 4.4.2 the Charity's inability to obtain authorisation of Your payment;
  - 4.4.3 the identification of a pricing or product description error;
  - 4.4.4 You not meeting the eligibility to order criteria set out in these Terms and Conditions.
- 4.5 The contract will be concluded in English.
- 4.6 The details of Your specific contract will not be filed by the Charity. However if You wish to find out any information in respect of the order, please contact the Charity using the information provided above.

## **5 Cancellation**

- 5.1 Under the distance selling regulations You have the legal right to cancel Your Order from the time the contract is made until the expiry of the seventh working day following your receipt of the goods.
- 5.2 The right of cancellation referred to in 5.1 above shall not apply to the purchase of perishable items such as food; items such as swimwear that, by reason of their nature, cannot be returned; and special orders including those which may have been personalised in any way.

## **6 Description**

- 6.1 The quality and description of the Goods shall be as set out in the Website.
- 6.2 All drawings, pictures, descriptive matter, specifications and advertising issued by the Charity and any descriptions or illustrations contained in the Charity's catalogues or brochures or on the Website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Conditions.
- 6.3 Please note that the colours of the Goods are as accurate as the Website allows. As the actual colours You see will depend on Your monitor, the Charity cannot guarantee that Your monitor's display of any colour will accurately reflect the colour of the product on delivery.

## **7 Special Terms**

### **7.1 Photography**

7.1.1 From time to time, we and third parties to whom we have provided authority may take photographs and/or video recordings of the zoo premises, including the car parks and surrounding areas which may feature visitors. By accepting these terms, you agree that the Charity or any authorised third party may use such images in perpetuity in any promotional or publicity material in any format whatsoever. You further agree that all copyright and any other intellectual property rights that subsist in or arise out of these materials shall be absolutely owned by us or such authorised third party (subject to our agreement) as the case may be.

7.1.2 Any photographs and/or video or other image recordings which you take whilst on the Charity's premises (images) are deemed to be for personal domestic use only. Filming and/or photography for public broadcast, commercial purposes, training or student projects are strictly prohibited without the express prior written agreement of the Charity. For the purposes of this clause, public broadcast means transmitting images to a group of more than 10 people at one time, including by radio or television.

7.1.3 It is possible to undertake a photography session facilitated by the Charity or a third-party supplier. A licence is issued to allow you to use the photographs you take at the sessions on request. A fee may be charged for the licence should you wish to commercialize any images.

7.1.4 For the avoidance of doubt, nothing in this clause prevents you from uploading personal images to social media websites to share for domestic purposes only.

### **7.2 Memberships**

7.2.1 By purchasing Memberships for the Charity, you agree to the terms set out in this clause.

7.2.2 Our Standard Membership provides you with free admission to the Zoo and newsletter updates only. No other benefits apply.

7.2.3 Benefits available via Membership may change without notice.

7.2.4 Any benefits/discounts obtained through the Membership cannot be used in conjunction with any other offer.

7.2.5 Details of benefits and discounts relating to Members' Days will be published on our website and social media. You will also receive a direct notification through email or letter.

7.2.6 The Friends & Family admission discounts available to Premium Members apply to full price admissions for guests and cannot be used in conjunction with any other offers.

- 7.2.7 Premium Members may obtain discounted entry to selected attractions as part of a reciprocal agreement with the Charity. The list of participating attractions may change without notice. We will do our best to provide you with regular updates of these attractions. Members are advised to contact individual attractions to confirm their participation, terms & conditions and applicable discounts, prior to visiting.
- 7.2.8 If lost, complementary tickets cannot be replaced.
- 7.2.9 Complementary tickets for two adult admissions are non-transferable and may only be redeemed in one transaction by Premium Members on behalf of their guests at the time of visiting.
- 7.2.10 The complementary ticket for two adult admissions is not available on purchases of individual Adult or individual Child Memberships.
- 7.2.11 Discounts on children's parties only apply if the child is a Member.
- 7.2.12 Discounts on gift shop purchases only apply to transactions in excess of £5.
- 7.2.13 Members joining on the day of a visit may have the admission fees paid for those named on the application form on that day deducted from the total due. Vouchers and other discounts are excluded. The entrance receipt must be attached.
- 7.2.14 All Members will be issued with a Membership card (one per person) which can be collected from the Charity's office at the Zoo or sent via post. Membership cards are for the named card holder only and are not transferable.
- 7.2.15 Members shall only be permitted entry to the Zoo during normal opening hours without paying the full current ticket admission price on the production of a valid Membership card. Any Membership cards which have been altered in any way will be void. Membership cards remain our property at all times.
- 7.2.16 Membership cards are not valid for entry to any special events unless otherwise stated.
- 7.2.17 We reserve the right to reject applications for Membership or Membership renewals at our own discretion.
- 7.2.18 Discounts may apply to one or more Membership packages (including for Members 60 years old and over and students) and will be as stated on our Website. If you are purchasing a discounted rate Membership then you will be required to provide us with proof of entitlement when visiting the Zoo as well as your membership card (for example, photographic identification such as a passport or driving licence, pension booklet or NUS card).
- 7.2.19 Members with disabilities can admit one carer to the zoo free of charge upon producing proof of disability, such as a "Blue Badge" car parking permit issued by the Council or a letter from the Department for Work and Pensions with confirmation and photographic identification.

7.2.20 The carer referred to in 7.2.19 must be a person who accompanies a disabled individual with the purpose of providing necessary support and assistance with accessibility to the zoo. Suitable documentation should be provided as proof such as Disability Living Allowance (“DLA”) payment evidence or carers card.

7.2.21 All Membership packages purchased are non-exchangeable, non-refundable and are not for resale. We are unable to make any refunds in the event of adverse weather conditions or any other unforeseeable events which are beyond our reasonable control.

### 7.3 Adoptions

7.3.1 By purchasing an animal adoption advertised on our Website, you agree to the terms set out in this clause.

7.3.2 The benefits and prices of our adoption packs for you or for a gift are as quoted on our Website. We reserve the right to reduce or alter such benefits attached to any adoption package at any time. Adoption pack prices must be paid in advance at the time of booking.

7.3.3 When you purchase an adoption, you are purchasing a share (or multiple shares) in an adoption of your chosen animal species, not an individual animal. As such, you are adopting a whole species. No animals (individual or species) will be exclusively adopted by one individual.

7.3.4 Adoption does not imply ownership, nor does it create any liabilities in respect of any animal adopted.

7.3.5 Each adoption purchase is for a term of 12 months.

7.3.6 We reserve the right to refuse applications for adoptions at our sole discretion.

7.3.7 All adoption packs purchased are non-exchangeable, non-refundable and are not for resale.

7.3.8 Should your adopted animal be moved to another collection as part of an international breeding programme or any other reason, or leaves the collection for any other reason you may choose to donate the remaining time of your adoption to the Charity or you move your adoption to another animal.

7.3.9 Any complimentary admission tickets issued with our Premium Adoption are only valid during our standard opening times and are not valid for admission to any special events.

7.3.10 We do not make any guarantees that the species you have adopted will be on show or available for public viewing at the times that you visit the Zoo.

- 7.3.11 Once you have purchased an adoption and receive email confirmation from us of your purchase, please allow 7 – 10 days for your adoption welcome pack to arrive by post. Delivery may be longer around busy periods such as Christmas. We shall not be held liable for any delays in delivery once we have dispatched your adoption welcome pack. If you live outside of the United Kingdom, please call 01752 837645 for enquiries regarding international delivery prices or this can be emailed to you free of charge.
- 7.4 Experiences
- 7.4.1 By purchasing any one of our experiences advertised on our Website, you agree to the terms set out in this clause.
- 7.4.2 The contents of each experience and the prices are as quoted on our Website. We reserve the right to reduce or alter the contents or programme at any time. Experience days must be paid in advance at the time of booking. Please note that there may be some changes to the experience between booking and attendance.
- 7.4.3 We reserve the right to alter or reschedule any experience purchased with or without notice for reasons beyond our control, including but not limited to animal welfare, health and safety, staff shortages, adverse weather or changes to our animal or wildlife collections. However, where altered, we will always endeavour to replace any purchased experience with a similar programme to that advertised and keep any changes to a minimum. Please be aware that rescheduling may occur on the same day of your experience. We cannot be held liable for any travel, accommodation or other related costs or expenses in the event that an experience day is rescheduled.
- 7.4.4 The description of each experience advertised on our Website, including the duration, is only an approximate guide as to what you should expect from the programme on the day and is subject to variation. This will be dependent on a number of factors including but not limited to availability of staff, weather conditions, the health and wellbeing of the animals and current availability of any complimentary items such as gifts and certificates.
- 7.4.5 You must arrive to the designated area of the Zoo for the experience at the pre-booked time. Should you arrive late, we reserve the right to cancel your encounter without rescheduling or refund.
- 7.4.6 All experience tickets purchased are not for resale.
- 7.4.7 Unfortunately, some visitors will be unable to participate in some of our experiences (in whole or in part) due to health and safety issues, allergies, phobias, disabilities or pregnancy. Before your experience, you will be asked to read a risk acknowledgement form and be talked through a health and safety briefing. In the event that we do not deem that it is safe for you to continue with the experience, we will provide you with a full refund of the price paid to us for the experience.



- 7.4.8 Whilst we will endeavour to accommodate any visitor with a disability or learning difficulty who has purchased an experience, this cannot always be achieved for practical and health and safety reasons. Please contact us for advice in this regard before making any purchase.
- 7.4.9 If you wish to cancel a confirmed experience, please do so in writing at least five (5) working days prior to your experience date. A refund will be paid minus a £20 administration fee.
- 7.4.10 Cancellations under five (5) working days' notice from the experience date will be charged in full and no refund will be issued.
- 7.4.11 Experience date amendments under 5 working days' notice from the experience date will be charged an administration fee of £20.
- 7.4.12 Experiences bought via outside parties (e.g. Virgin) have their own refund/cancellation policies over which the Charity has no control.
- 7.4.13 All experiences are booked on a first-come, first-served basis.
- 7.4.14 Minimum age limits are as follows:
- (a) Meet the Tigers 8+;
  - (b) Keeper for a Day 16+;
  - (c) Big Cat Keeper for a Day 18+;
  - (d) Junior Keeper for a Day has a minimum age of 8 years old. A guardian must be present throughout the experience.
- 7.4.15 Full admission price to the Zoo must be paid for any guests not booked on to the experience.
- 7.5 Tickets, Parking, Education and Food and Drink
- 7.5.1 Online ticket sales have their own terms and conditions from the booking website. In person ticket sales have their own terms and conditions which are available from the ticket office. This includes tickets for special events.
- 7.5.2 There is no charge for parking when you are visiting the Zoo, parking for other purposes is not permitted and either a charge may be levied or your vehicle removed from the car park by our parking enforcement team.
- 7.5.3 Users of the car parks do so at their own risk. The management will not accept liability for any accidents, damage or loss incurred.
- 7.5.4 Purchasing group or school education visits is undertaken under our education terms and conditions.
- 7.5.5 Food and Drink may be purchased on site, subject to the terms and conditions specified in the restaurant or other food outlet.

## **8 Price and Payment**

- 8.1 All prices are displayed on the Website in pounds sterling and are inclusive of VAT at the prevailing rate changed in the UK. The Charity's VAT number is 203256155. The price for the Goods shall be exclusive of delivery and insurance, all of which amounts You shall pay in addition to the cost of the Goods.
- 8.2 At the current time we are not registered for VAT in the European Union and will not generally supply Goods to the EU unless separate arrangements can be made to account for EU VAT.
- 8.3 By submitting Your Order You are offering to buy the Goods at the prices set out in the Website.
- 8.4 The prices stated by the Charity at the time it receives Your Order are the prices You pay except where the Charity discovers an error in the price of the Goods You have ordered. In this event, the Charity will inform You as soon as possible after receiving Your Order and give You the option of reconfirming Your Order at the correct price or canceling Your Order. If the Charity are unable to contact You the Charity will treat the Order as cancelled.
- 8.5 Payment is made through PayPal or Stripe. The Charity's should name, in part or full, may appear on your bank statement.
- 8.6 All payments must be made at the time of placing the order, by credit card or via PayPal. The Charity accepts Amex, MasterCard, Visa, Eurocard, Visa Delta, Solo and Maestro.
- 8.7 If the Charity is unable to accept Your order for any reason then the Charity shall, at its option, either not debit Your credit card or refund any money paid by You in respect of that Order.
- 8.8 Time for payment shall be of the essence. No payment shall be deemed to have been received until the Charity has received cleared funds.

## **9 Delivery**

- 9.1 The Charity is able to deliver Your Goods to any address within the UK mainland and Northern Ireland. Delivery to other areas of the UK or other jurisdictions may be possible at the Charity's sole discretion.
- 9.2 Selecting the delivery address:
- 9.2.1 When You have selected the Goods that You wish to purchase from us, the delivery address will default automatically to the billing address associated with Your payment card.
- 9.2.2 However, should You wish to send the Goods to an alternative address then You can enter this in the Order Form as You proceed through the checkout process. The alternative address can be either residential or business.
- 9.3 Please note that on delivery our Carriers may need to obtain a signature from You. If a signature is required, our carriers will not be able to deliver Goods without such signature.

- 9.4 The Charity offers a standard delivery service which usually takes up to seven working days for Your goods to arrive, from receipt of Your Order. The Charity makes every effort to deliver Goods within the estimated timescales, however delays are occasionally occur due to unforeseen factors. The Charity shall not be liable for any delay or failure to deliver the Goods within the timescales set out in the Website (which are estimates only). The time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within twenty-eight (28) days of the Goods being confirmed as being in stock.
- 9.5 There is only one delivery charge per Order which is applied based on the size, weight, value and quantity of the Order. The quote provided on the website is inclusive of VAT at the prevailing rate charged for delivery within the mainland UK.
- 9.6 The costs of delivery to any other jurisdiction shall be at the prevailing market rate at the time the Goods are sent. Such costs shall be paid by You prior to the Order being delivered.
- 9.7 Ownership shall pass to You on delivery which shall take place when the Charity or its agents transfer the Goods to the Carrier. Risk of loss or damage to the Goods shall pass to You at the time the Goods are delivered.
- 9.8 The Charity shall not deliver the Goods until it has been paid in full for the Goods.
- 9.9 Subject to the other provisions of these Terms and Conditions, the Charity shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Charity's negligence).
- 9.10 If for any reason You fail to accept delivery of any of the Goods when they are ready for delivery, the Charity shall be entitled to terminate the Order and refund any payment that has been made.
- 9.11 The quantity of any consignment of Goods as recorded by the Charity upon despatch from the Charity's place of business shall be conclusive evidence of the quantity received by You on delivery unless You can provide conclusive evidence proving the contrary.
- 9.12 The Charity shall not be liable for any non-delivery of Goods (even if caused by the Charity's negligence) unless You give written notice to the Charity of the non-delivery within fourteen (14) days of the date when the Goods would in the ordinary course of events have been received.
- 9.13 Any liability of the Charity for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time.

## **10 Complaints**

- 10.1 The Charity aims to deal with all complaints as effectively as possible. Our complaints handling procedure is designed to be fair, confidential, easy to use, speedy and informative. If You wish to make a complaint please contact us by mail, telephone or email at the telephone number, address and email address specified in Clause 1.2 above.

- 10.2 Please provide full details of the nature of Your complaint, including the products purchased, Your order number, Your name, address, daytime telephone number, email address and any other information which You think will assist us in resolving Your problem as quickly as possible.

## **11 Returns**

- 11.1 If You wish to return any Goods to the Charity, or make an exchange of the Goods you may do so without affecting your statutory rights:

11.1.1 in respect of which you establish there is a fault within a reasonable time after delivery. Subject to confirmation of the fault, we will repair or replace the Goods or refund the price of the Goods at your option. If you request a refund, we will also refund the delivery charge;

11.1.2 for any reason you may do so within 30 days of the date of dispatch. We will refund the price of the product, providing it is in a saleable condition and is in its original, undamaged packaging. The delivery charge is non-refundable and unless otherwise agreed between us, you must pay for the costs of return of the Goods to us.

- 11.2 Please note that, unless faulty, we cannot exchange or accept a return of swimwear or underwear due to the nature of the Goods.

- 11.3 If you would like to return any Goods to us then you can do so by returning the Goods to the Charity by using a returns label in attached to the delivery note (if any) or by requesting that the Goods are collected from You by telephoning the following number: 01752837645.

## **12 Limitation of liability**

- 12.1 The Charity's total liability for any breach of the terms of these Terms and Conditions shall be limited to the total amount paid to the Charity under the terms of these Terms and Conditions.

- 12.2 The information contained in the material on this Website is only for information purposes. the Charity has not provided any legal, financial, or other advice within the Website. The material in this Website does not constitute advice and You should not rely on any material in this Website to make (or refrain from making) any decision or take (or refrain from taking) any action.

- 12.3 The Charity does not make any promises or warranties about the Goods. The Goods are sold in accordance with the manufacturer's specification, subject to any qualification or representation contained in the Website.

- 12.4 In the absence of any negligence other than breach of duty by the Charity, Your use of any Goods other than in accordance with their operating manuals and/or instructions is entirely at your own risk.

- 12.5 The Charity will take all reasonable precautions to keep the details of Your Order and payment secure, but, unless the Charity is negligent, the Charity cannot be held liable for any losses caused as a result of unauthorised access to information provided by You.
- 12.6 The Website provides web-links (and other contact details) to other websites that offer products, services and materials the Charity think will be of interest to You. The Charity has no control over such websites and resources and accepts no liability for any products, services, materials, or information contained on or available through linked websites or otherwise provided by any other company/organisation referred to on the Website. The Charity provides these links for Your convenience only but does not necessarily endorse the material on these websites.
- 12.7 No linked websites are covered by this Agreement; therefore, You should check what terms cover the use of these websites before using them. Your visiting of any external websites via links from this Site is entirely at Your own risk. Where it is possible for You to transact through any linked website with a third party, such transactions shall be (and any rights and obligations shall arise) solely between You and the third party. Therefore, You should ensure that You carefully read the terms and conditions for the accessing and use of such websites and resources and, if You suffer losses as a result of accessing and/or using such third party websites and resources, You must claim against the third party and not the Charity.
- 12.8 Unless otherwise specified, the materials on the Website are directed solely at those who access the Website from the United Kingdom. The Charity makes no representation that any products or services referred to in the materials on the Website are appropriate for use, or available, in other locations. Those who choose to access the Website from other locations are responsible for compliance with local laws if and to the extent local laws are applicable.
- 12.9 If either You or the Charity are in breach of the arrangements under these Terms and Conditions, neither of us will be responsible for any losses that the other suffers as a result, except those losses which are a foreseeable consequence of the breach. Losses are foreseeable where they could be contemplated by both You and us at the time You place an Order.
- 12.10 The Charity shall not have any liability to You in respect of any resale made by You of any of the Goods, or of any product incorporating any of the Goods.
- 12.11 Nothing in these conditions excludes or limits the liability of the Charity:
- 12.11.1 for death or personal injury caused by the Charity's negligence;
  - 12.11.2 under section 2(3), Consumer Rights Act 2015;
  - 12.11.3 for any matter which it would be illegal for the Charity to exclude or attempt to exclude its liability; or
  - 12.11.4 for fraud or fraudulent misrepresentation.

### **13 Intellectual Property**

- 13.1 You may only link to the Website with our prior written permission. The Charity reserves the right to remove any links to its website that it deems are inappropriate without notice.

- 13.2 These terms and conditions do not grant any rights to You to use the names “Dartmoor Zoo”, “Dartmoor Zoological Society”, “Dartmoor Zoo Enterprises” or “We Bought a Zoo”.
- 13.3 All copyright and other intellectual property rights in the materials on the Website are owned by the Charity unless otherwise indicated. Subject to Clause 13.5 below You may download, print or copy any material from the Website that You wish, provided it is for Your own personal, non-commercial use and You keep in place all original copyright notices or other intellectual property notices.
- 13.4 Subject to Clause 13.2 above, You may not copy, modify, alter, distribute, publish, sell or otherwise use any material on the Website in whole or in part, unless You have obtained the prior written consent of the Charity.
- 13.5 You may not download any photographs from the Website without the prior written permission of the Charity which may be withheld in its absolute discretion.
- 13.6 Any permission to download materials from the Website does not grant You permission to download any materials from any website which is linked to the Website in any way.

#### **14 Assignment**

- 14.1 The Charity may assign the Conditions or any part of it to any person, firm or company.
- 14.2 You shall not be entitled to assign the Conditions or any part of it without the prior written consent of the Charity.

#### **15 Force majeure**

- 15.1 The Charity reserves the right to defer the date of delivery or to cancel the Conditions or reduce the volume of the Goods ordered by You (without liability to You) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Charity including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of one hundred (100) days, You shall be entitled to give notice in writing to the Charity to terminate the Conditions.

#### **16 Data Protection**

- 16.1 The Charity and Dartmoor Zoo Enterprises Limited are Data Controllers in common in respect of the Personal Data which they collect. You are the Data Subject. The Charity Processes the Personal Data submitted by You for the purposes set out in its Data Subject Information Statement for purchasers of goods, this also includes information on any Data Processors. Your Personal Data are Processed by the Charity in respect of this agreement and to fulfil your order and this is permitted to allow the Charity to fulfil this contract.

**17 Privacy and Electronic Communications (EC Directive) Regulations 2003**

- 17.1 By giving the Charity Your email address the Charity will be able to respond to the questions that You raise. If You would like to receive any other information from the Charity or the Charity by electronic communication, please tick the relevant box in the Order Form.

**18 Legal jurisdiction and dispute resolution**

- 18.1 English law shall apply to these Terms and Conditions.
- 18.2 The parties irrevocably agree that the courts in England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms or the legal relationship established by them, and for those purposes irrevocably submit all disputes to the jurisdiction of the English courts.

**19 Disclaimers**

- 19.1 The Charity may not necessarily keep a copy of these Terms and Conditions and Your order. the Charity advise You to print a copy of them for Your information in the future.

**20 Waiver**

- 20.1 No waiver by the Charity of any breach of the terms of these Terms and Conditions by You shall be considered as a waiver of any subsequent breach of the same or any other provision.

**21 Third Parties**

- 21.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and Conditions. No person who is not a party to these Terms and Conditions (including any employee, officer, agent, representative or subcontractor of either party other than those named as a party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of these Terms and Conditions which expressly or by implication confers a benefit on that person without all our express prior agreement in writing which agreement must refer to this clause.