# TERMS AND CONDITIONS

These Terms and Conditions will apply to any Tayto Factory Tour tickets (each a "Ticket") purchased on the Tayto website (www.taytotours.com) to be held at Tayto Group Limited's ("we" or "us") factory in Tandragee (the "Factory"). By purchasing a Ticket, you hereby agree to these Terms and Conditions, and you and any person on whose behalf you are purchasing a Ticket will be deemed to have accepted these Terms and Conditions.

## 1. YOUR RESPONSIBILITIES

1.1 You hereby agree:

1.1.1 to comply with all instructions given to you by us during the Factory Tour;

1.1.2 to abide by the Tayto Group health and safety policies in place on site; and

1.1.3 not to carry out any activity whilst in the Factory which is damaging, dangerous, offensive, illegal or immoral.

## 2. OUR RIGHTS AND OBLIGATIONS

2.1 Save as otherwise set out in these Terms and Conditions, no variation to these Terms and Conditions shall be binding unless agreed in writing by us.

2.2 We reserve the right to amend these Terms and Conditions from time to time.

2.3 We shall have the right to prevent access or remove you from the Factory, without any liability to you by way of compensation (including but not limited to travel and accommodation), refund, re-admission or otherwise, if:

2.3.1 you act in a way which in the reasonable opinion of us (in our absolute discretion) is unacceptable or reasonably likely to cause damage or injury to either you or any other visitor or to any of our staff (including but not limited to drunken, harmful, offensive, threatening, disrespectful or violent behaviour);

2.3.2 you violate the strict no photography or recording rules in place at the Factory from time to time;

2.3.3 you are directly or indirectly associated with any of our competitors; or

2.3.4 you are in breach of any of these Terms and Conditions.

2.4 Due to our operational needs, we may be required to act on short notice (e.g. for manufacturing and/or health and safety reasons) and shall be entitled to:

2.4.1 repair, replace and modernise any part of the Factory Tour and from time to time take such other steps in relation to the Factory as we consider necessary;

2.4.2 change the contents of the Factory Tour without notice where such changes are required for operational purposes; and

2.4.3 close parts of the Factory Tour without notice to you for the purposes of performing 2.4.1 and 2.4.2 without liability to you by way of compensation (including but not limited to travel and accommodation), refund, re-admission or otherwise.

2.5 Factory Tours do not operate on public holidays or on specific dates over Christmas, Easter and other dates subject to change. Please check our website to confirm all availability.

2.6 Factory Tours commence at 10:30am and 1:30pm, Monday to Thursday and at 10:00am on a Friday. Please aim to arrive 10 minutes in advance of your Tour to allow for check-in. Should you arrive late, we cannot guarantee your place on the Factory Tour.

2.7 A Factory Tour lasts approximately 1.5 hours and can accommodate up to 45 persons.

## 3. TICKET LIMITATIONS

3.1 We reserve the right not to admit any person who is either directly or indirectly associated with any of our competitors to a Factory Tour.

3.2 Children under the age of 5 (five) years of age are not permitted to attend the Factory Tour.

3.3 Any person under the age of 18 (eighteen) years must be accompanied and supervised by an adult Ticket holder at all times.

3.4 Tickets may not be used for any competition, prize draw, and consumer or trade promotion or similar without our prior consent. Any Ticket re-sold or transferred in breach of this condition will become void and the holder may be refused admission or removed from the Factory.

3.5 You acknowledge that the Factory Tour does not include any travel or accommodation and such arrangements must be booked independently of the Ticket.

3.6 Tickets are non-transferable, save in the absolute discretion of Tayto Group Limited where it is possible to re-book a Factory Tour on an appropriate date.

3.7 There are no catering or picnic facilities on site for Ticket holders.

3.8 There is no-onsite parking available for Ticket holders.

## 4. CANCELLATION

4.1 We reserve the right to cancel any Factory Tour at any time. In such circumstances we shall endeavour to provide notice to you (if reasonably possible and contact details are available) of such cancellation and you shall be entitled to accept either an alternate date to attend a Factory Tour or to receive a refund. No further compensation shall be payable by us.

4.2 No refund will be payable in respect of any cancellation by you, unless you have provided 5 working days' notice in advance of your booked Factory Tour of your intention to cancel.

## 5. HEALTH & SAFETY

5.1 As a fully operational factory and food manufacturer, we operate strict health and safety procedures which must be observed at all times.

5.2 A health and safety questionnaire must be completed by all Ticket holders upon arrival on site and in advance of the Factory Tour.

5.3 A comprehensive safety briefing will be provided in advance of the Factory Tour and all Ticket holders must comply with the directions provided.

5.4 Ticket holders must wear appropriate and sensible footwear. Open-toed shoes and high heels are not permitted.

5.5 Ticket holders must wear appropriate clothing to include full coverage of arms and legs. Clothing and accessories including but not limited to sequins, diamante, metal studs, chains, and hair beads are not permitted.

5.6 False nails (acrylic or otherwise), nail art (including polish and gel) and false lashes are not permitted in the Factory.

5.7 Jewellery and personal belongings are not permitted in the Factory. You will be asked to remove all such items from your person during the safety briefing. Tayto Group Limited accepts no responsibility for the loss, damage or theft of any jewellery or personal belongings left on site by a Ticket holder. Jewellery which cannot be removed must be covered by a blue plaster, which will be provided.

5.8 Cameras, mobile telephones and other recording devices are not permitted in the Factory.

5.9 Ticket holders must inform their Tour guide if they need to use any medical devices during the Tour e.g.: hearing aids (subject to condition 5.11).

5.10 If a Ticket holder requires essential medication that is carried at all times (e.g.: Epipen, inhaler, etc.) they must inform their Tour guide who will ensure that is available, if required.

5.11 The Tour may not be suitable for persons who have restricted mobility or who require the use of certain medical devices. You should contact the Tour Team in advance of your booking to assess suitability.

5.12 No food products can be brought into the Factory. The Factory is a nut-free site and nuts must not be brought onto Tayto Group Limited's premises.

5.13 Ticket holders must advise their Tour guide if they suffer from any food allergies in advance of the Tour. Allergens on site include gluten, milk, soya, mustard & celery

5.14 Smoking and vaping is prohibited on Tayto Group Limited's premises.

5.15 Pets or animals are not permitted on Tayto Group Limited's premises.

## 6. EVENTS OUTSIDE OUR CONTROL

6.1 Save as otherwise set out within these Terms and Conditions, in the event that we are unable to provide the Factory Tour in relation to the Tickets purchased we shall not be liable to you if such failure to provide is due to an event outside our control, such as, without being limited to, Acts of God, fires, floods, weather, epidemics, war, cancellation of an event by the relevant governing body or other cause(s) beyond our reasonable control, not reasonably foreseeable and not caused by our acts or omissions.

## 7. LIABILITY

7.1 You shall be liable for all costs, losses and liabilities incurred by us as a result of any damage to the Factory or any item contained in the Factory caused by you and/ or any actions by you.

7.2 Excepting liability for death or personal injury resulting from its negligence, Tayto Group Limited, its employees or agents shall not be liable for any loss or damage howsoever occurring.

7.3 Our total aggregate liability to you for any cause of action arising out of or in connection with the Factory Tour (whether for breach of the Terms and Conditions, strict liability, tort (including negligence), misrepresentation or otherwise) shall not exceed the price paid by you for the Ticket. We shall have no liability whatsoever for any indirect, special, consequential or exemplary loss or damage incurred by you (including but not limited to any travel and accommodation costs) arising out of or in connection with the booking or group booking or the cancellation of the booking or group booking by us pursuant to clauses 4.1 and 6, whether or not we knew or ought to have known of the possibility of such loss or damage.

## 8. OTHER IMPORTANT TERMS

8.1 By purchasing a Ticket you will have deemed to have consented to the use by us (and any third party approved by us) for the purposes of or in connection with any publication, exhibition or broadcast (including any advertising or promotional literature, campaign or material) in any media worldwide, of any still or moving image taken during the Factory Tour where such images includes any image of you and you have waived such personality rights to the extent necessary to permit such use.

8.2 Any personal data processed by Tayto Group Limited will be processed in accordance with Tayto Group Limited's Privacy Notice which is available upon request.

8.3 No term of these Terms & Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

8.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.

8.5 In the event that any provision in these Terms and Conditions shall for any reason be held by any judicial determination to be invalid or unenforceable, portions hereof shall continue to be in full force and effect and the parties shall use their reasonable endeavours to negotiate a substitute provision for the

provision of these Terms and Conditions held to be invalid or unenforceable as aforesaid to reflect the purpose or intent (as closely as may be possible) for such provision.

8.6 These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

8.7 These Terms and Conditions shall be governed by and construed in accordance with the laws of Northern Ireland and each of the parties hereby agrees to submit to the exclusive jurisdiction of the Northern Irish Courts as regards any claim or matter or dispute arising from or in connection with these Terms.