

## EXTREME ADVENTURE LTD - BOOKING FORM

### Hirer's details

Hirer's Name .....

Activity to Hire .....

.....

Correspondence .....

& Invoice Address ..... Postcode .....

E-mail ..... Tel .....

### Event details

Event Description .....

Start date of hire ..... to .....

Start time ..... Finish time (max 6 hours) .....

How did you hear about us .....

Event address .....

Postcode ..... Event contact name .....

Mobile Tel .....

I have checked the dimensions of the activity to be hired and confirm that there is adequate space for the activity and it will fit through an entrance on site.

### Payment

Payment Method  Payment Transfer  BACS  Cheque

Cheques to be made payable to: **Extreme Adventure Ltd**

Amount Paid

I confirm that I have read the terms and conditions & agree with the contents therein.

Signature ..... Date.....

NOTE: 50% of the full rental fee is payable at the time of booking. By signing above you agree to Extreme Adventure Ltd Terms & Conditions.

## TERMS AND CONDITIONS

### BACKGROUND:

These Terms and Conditions are the standard terms for the hire of Equipment and, where applicable, associated Services, from Extreme Adventure Limited, a company registered in England under company number 5910765 Registered Office Foxdale Cottage, Bunbury Lane, Bunbury, Tarporley, Cheshire CW6 9QZ

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**"Booking"** means Your booking for the Equipment and, where applicable, associated Services;

**"Booking Confirmation"** means Our acceptance and confirmation of Your Booking as described in Clause 2;

**"Business Day"** means, any day other than a Saturday, Sunday or bank holiday;

**"Calendar Day"** means any day of the year;

**"Contract"** means the contract for the hire of the Equipment (and where applicable Services) by you from us, as explained in Clause 2;

**"Deposit"** means the sum payable at the time of Your Booking that is required to secure your Booking, in the event. We do not require full payment of the Price at the time of making your Booking;

**"Equipment"** means any equipment, as specifically detailed in the Booking Confirmation, supplied by us and hired by You subject to these Terms and Conditions;

**"Hire Period"** means the period for which you will hire the Equipment;

**"Month"** means a calendar month;

**"Price"** means the total price payable for the hire of the Equipment (and where applicable, associated Services);

**"Security Deposit"** means the sum payable under sub-Clause 5.5 to cover the non-return, loss, theft or damage of the Equipment;

**"Services"** means the services provided with some Equipment (for instance the set up or supervision of Equipment);

**"We/Us/Our"** means Extreme Adventure Limited, a company registered in England under company number 5910765 Registered Office Foxdale Cottage, Bunbury Lane, Bunbury, Tarporley, Cheshire CW6 9QZ

**"Website"** means [www.extreme-adventure.co.uk](http://www.extreme-adventure.co.uk) and any other websites owned and maintained by us that may be notified to You from time to time; and

**"You/Your"** means you, the hirer of the Equipment and/or the purchaser of our Services.

1.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

1.3 Each reference to the singular number shall include the plural and vice versa where appropriate.

### 2. The Contract

2.1 These Terms and Conditions govern the hire of Equipment from Us and, where applicable, the engagement of our Services and will form the basis of the Contract between Us and You. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.

2.2 Nothing provided by Us including, but not limited to the Website, any sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Booking constitutes a contractual offer that We may, at our discretion, accept.

2.3 A legally binding contract between Us and You will be created upon Our acceptance of Your Booking, indicated by Our Booking Confirmation. Upon receipt of Our Booking Confirmation, Your payment of the Price, or where applicable, Your payment of the Deposit will become due. Booking Confirmations will be provided in writing upon acceptance of Your Booking and generally sent to you by email, unless we agree to send Booking Confirmations to you by different means.

2.4 No signature is required in order for this contract to be deemed accepted and binding upon both of the parties. The contract shall be deemed accepted at the point We issue the Booking Confirmation.

### 3. Your Obligations

3.1 When making Your Booking, You will be required to supply information as required by our staff. The provision of such reasonably requested information is essential in Booking for Us to complete Your Booking and a failure by You to supply Us with the necessary information may delay or impede us in accepting Your Booking.

3.2 The following conditions apply to Your hire and use of the Equipment:

3.2.1 The venue must have the required access, loading area and car parking necessary to allow the Equipment to be unloaded, set-up, operated, vehicles parked and Equipment loaded at the end of the event safely. We would advise that You check with Your venue if you are unsure and inform Us of any potential issues including stairs, lifts, distance, specific timings etc. Car parking costs will be chargeable to You in any event. MINIMUM GATE WIDTHS and sizes

3.2.2 The area where the Equipment is to be set up is clean and clear from anything that may cause injury or damage to the Equipment or participants. The area must also be reasonably flat with an even surface.

3.2.3 We reserve the right to refuse to operate the activity if We believe the venue is unsuitable or unsafe.

3.2.4 We will not be held responsible for any obstruction, nuisance or interference.

3.2.5 Where an activity is made up of a number of parts we reserve the right to change the make up of those parts depending on availability.

3.2.6 DRY HIRE Safety is of paramount importance. Your participants must take responsibility for using the equipment in a safe manner, as We cannot be held liable in the event of damages or incidents. You agree that You will, during the period of the hiring, be responsible for the supervision of the Equipment (unless it is expressly agreed that We will staff the Equipment as part of the Services), its care, safety from damage however slight or change of any sort, and the behaviour of all persons of all ages using the Equipment whatever their capacity. You should ensure that you hold the necessary insurance to cover yourself or staff in this instance.

3.2.7 We expressly exclude any liability for injury loss or damage caused to You or any person using the Equipment contrary to the terms and conditions of this Contract.

3.2.8 You will not use the Equipment for any purpose other than that described in the hiring agreement, and shall not sub-hire (without Our express prior written consent, not to be unreasonably withheld) or use the Equipment or allow the Equipment to be used for any unlawful purpose or in any unlawful way.

3.2.9 We may, in exceptional circumstances and at Our sole discretion decide that the activity should be closed down either for a short period or for the duration of the hire and if this is the case, the full Price will remain payable. Circumstances in which We may exercise this right include (but are not limited to): severe weather conditions, ground conditions becoming unsuitable to continue safely, participants acting in an abusive or aggressive manner to Our operatives or each other; participants are under the influence of excessive alcohol or drugs; any other conditions are proving to be too dangerous to continue to safely operate the Equipment.

3.2.10 Where applicable, You must ensure that a 13amp or 16amp round pin mains power supply is available unless a generator has been specified on Your contract as required and being provided. If a 13amp or 16amp round pin power supply is to be used You must ensure that it is within 30 meters from the main power source. Should it transpire that no power supply is available, or the power supply not be adequate to fulfill this contract, then the full Price shall still be payable by You.

3.2.11 You must ensure that any users of the Equipment use common sense at all times. This includes not wearing shoes, spectacles, carry sharp objects, key rings, metal studded clothing or any other similar items liable to cause damage to Equipment or other users.

3.2.12 You must notify Extreme Adventure Ltd if there are any underground services, cables or pipes where equipment is going to be sited.

3.2.13 It is your responsibility to ask for any HSE documentation in a timely manner. All Risk Assessments, Work Method Statements and Public Liability Insurance are available to download from our website [www.extreme-adventure.co.uk](http://www.extreme-adventure.co.uk). Any additional HSE information that may be required must be requested at least 14 days prior to the event date. In the rare circumstance that paperwork is requested less than the 14 day period and due to the brevity of time we unable to supply the information then the full hire price is still payable on demand.

3.2.14 It is your obligation to allow our staff short comfort breaks at reasonable intervals during the hire. In this circumstance the activity may have to close for a short period until the member of staff returns.

## DRY HIRE

3.3 The following conditions, as specifically required by Our insurers, will also apply to Your hire and use of the Equipment:

3.3.1 Equipment must be operated in accordance with manufacturers' recommendations;

3.3.2 Equipment must be set up (and where applicable fully secured to the ground) as per the manufacturers' recommendations;

3.3.3 All Equipment which is inflatable and mechanical must be erected by Us or our suitably experienced employees;

3.3.4 No person(s) who are visibly intoxicated through alcohol, drugs or any other intoxicating substance shall be permitted to use any Equipment;

3.3.5 When Equipment is operated by You, it must be supervised at all times by a responsible person who is at least 18 years of age;

3.3.6 No food, drink, chewing gum or smoking is permitted on any inflatable or activity Equipment;

Ground wet weather etc

## 4. Hire Period

4.1 The Hire Period shall be chosen in Your Booking and confirmed in Our Booking Confirmation. 4.2 You may be able to extend the Hire Period (subject to the Equipment not being required for another customer) by contacting Us via telephone, however, this will not be possible where the Equipment has been booked by a third party. The cost of any Extended Hire Periods shall be confirmed by Us as at the point of Our confirmation that the Equipment is available for the extended Hire Period You have requested.

## 5. Fees and Payment

5.1 When placing Your Booking, You will be required to pay a 50% deposit to secure the booking. The acceptance of a Deposit rather than requiring full payment of the Price at the point of making Your Booking is at Our sole discretion.

5.2 The Price for the Equipment and Services (where applicable) will be that advised to you by Us at the time of placing Your Booking.

5.3 The balance of 50% of the hire fee is due to be paid in full a minimum of 10 days prior to the event. We will not attend any event were the balance of the hire has not been paid and in this rare circumstance the full hire fee is still due to be paid by yourselves

5.4 All Prices will be subject to VAT, currently at 20%. If the rate of VAT changes between the date of Your Booking and the date of Your payment of the Price, We will adjust the rate of VAT that You must pay. Changes in VAT will not affect any Prices where We have already received payment in full from You.

5.5 In the event any sum falls overdue, We reserve the right to charge you interest and seek compensation on the same in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, currently 8% over the Bank of England Base Rate together (calculated daily) together with statutory compensation, currently £40.00 for debts up to £999.99; £70.00 for debts between £1,000.00 and £9,999.99 and £100.00 for debts of £10,000.00 or more.

## 6. Cancellation

6.1 You may cancel Your Booking at any time before the start of the Hire Period subject to the following:

6.1.1 For Bookings cancelled more than 30 days before the start of the Hire Period, there will be a cancellation charge of 50% of the Price and the balance (if applicable) will be refunded to You;

6.1.2 For Bookings cancelled less than 30 days but more than 14 days before the start of the Hire Period, there will be a cancellation charge of 75% of the Price and the balance (if applicable) will be refunded to You;

6.1.3 For Bookings cancelled 14 days or less before the start of the Hire Period, there will be a cancellation charge of 100% of the Price and all sums will be retained by Us;

6.1.4 In situations where you have only paid a Deposit and You cancel a Booking in circumstances detailed above that cause a sum greater than the amount of the Deposit to be payable to Us, the balance of such sums shall be paid to Us by You within 7 days of You cancelling the Booking;

6.1.5 In situations where you have not paid a Deposit and You cancel a Booking in circumstances detailed above, any sums due shall be paid to Us by You within 7 days of You cancelling the Booking;

6.1.6 ???

6.2 Cancellations must be communicated to Us by You and will not be deemed accepted by Us until We have issued you with a confirmation e-mail stating any sums due under the terms of the contract

## **7. Collection / Delivery and Return**

7.1 The Hire Period begins on the date and time stated in the Booking Confirmation. This is the time from which the Equipment will either be ready for collection from Us or the time by which the Equipment will be delivered to You as agreed at the time of making Your Booking and confirmed in the Booking Confirmation.

7.2 You should check the Equipment at the time of collection or delivery. If there are any items missing or if there is any visible damage to the Equipment, You should inform Us immediately, before leaving our premises or, in the case of delivery, our operatives leaving the site. We will use all reasonable endeavours to replace missing items or damaged Equipment however, the equipment is your responsibility from the point of collection or delivery until it is returned either by or You or Us.

7.3 The Hire Period ends at the time and date stated in the Booking Confirmation. Any Equipment returned late or we are prevented from collecting the Equipment will incur an excess charge. This will be calculated pro-rata per item and per day. In the case of Equipment You are returning to Us, such Equipment may be returned early provided we are open, however We are unable to issue any refunds of any kind for early returns.

## **8. Insurance**

We carry public liability insurance for 10 million pounds and it is subject to the terms and conditions of this contract being complied with. Public liability insurance is excluded in its entirety following any claim or injury to any third party or employee where such injury is directly or indirectly related to the use of drugs and/or alcohol.

## **9. Loss and Damage**

9.1 You are responsible for, and will be required to indemnify Us for, any loss or damage which may occur to Equipment, save for loss or damage that occurs solely as a consequence of fair wear and tear, as reasonably determined by Us.

9.2 Any charges due under this Clause 9 will firstly be taken out of Your Security Deposit (if applicable). If the cost of repairing the damage or replacing the Equipment is, in Our opinion, higher than the sum of the Security Deposit, You will be required to pay any excess sum.

9.3 You will not be responsible for any pre-existing damage to Equipment that has already been identified under sub-Clause 7.2 at the time of collection/ delivery.

## **10. Our Liability**

10.1 We will be responsible for any foreseeable loss or damage that You may suffer only as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable only if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is formed. We will not be responsible for any loss or damage that is not foreseeable.

10.2 In any event, Our total liability under these Terms and Conditions shall be limited to the value of the Contract between Us and You, that is, the total Price payable by You.

10.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

10.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability with respect to Your rights as a consumer (if applicable).

## **11. Events Outside of Our Control (Force Majeure)**

We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: traffic and / or inclement weather affecting delivery of Equipment to a location by a specified time, inclement weather rendering the use of Equipment impossible, power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence,

acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our control. Time shall not be of the essence in this contract.

## **12. Communication and Contact Details**

If You wish to contact Us for any reason, You may contact Us in person at our office, by telephone on 01270 524075 during office hours on a Business Day or on the our Event Manager's mobile number which will be given to you prior to the event out of office hours or on a non Business Day (but only in the case of emergency relating to an event taking place prior to Us next re-opening for business), by email at info@extreme-adventure.co.uk (only monitored during office hours on Business Days), or by pre-paid post at Extreme Adventure Limited, Foxdale Cottage, Bunbury Lane, Bunbury, Tarporley, Cheshire CW6 9QZ

## **13. How We Use Your Personal Information (Data Protection)**

13.1 All personal information that We may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and Your rights under that Act.

13.2 We may use Your personal information to:

13.2.1 Provide Our products and services to You;

13.2.2 Process Your payments.

13.2.3 Inform You of new or alternative products and services available from Us. You may request that We stop sending You this information at any time.

13.3 We will not pass on Your personal information to any other third parties.

## **14. Other Important Terms**

14.1 You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

14.2 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

14.3 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

14.4 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

## **15. Governing Law and Jurisdiction**

15.1 These Terms and Conditions (and the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

15.2 Any dispute, controversy, proceedings or claim between Us and You relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising there from or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.