

Terms and Conditions

1. INTERPRETATION

In these Terms and Conditions:

"We", "Us" and "Our" means Escape Time (St Ives) Limited whose address for service is First Floor, Cornerstone House, Park Avenue, Saint Ives, Cornwall, TR26 2DN;

"You" and "Your" means the person (including any individual, partnership, incorporated association or unincorporated association) who makes the booking on behalf of the people, party or entity/organisation to whom we agree to provide the Service;

"Event Contract" means any contract between You and Us for the Service, incorporating these Terms and Conditions;

"Contract Price" means the total price (including VAT - if applicable) that You will pay us for the Services "Event Date" means the date(s) for which You wish to book the Service;

"the Service" means the activity function, occasion, arrangement, facility or such other service or any of them as organised by Us and as specified by Us on our booking form;

"Agent" means any representative of Us or any independent contractor engaged by Us to provide the Service or a part thereof or any equipment used in the Service.

"the Client" means the person (including any individual, partnership, incorporated association or unincorporated association) to whom we agree to provide the Service when such persons are not the contracting party.

2. SUPPLY OF THE SERVICE

2.1 We shall provide the Service to You in accordance with these terms and conditions. No Contract exists between You and Escape Time (Burton) Limited for the provision of the Service until We have payment.

2.2 Until We receive a Booking Deposit in cleared funds We shall be free to offer the Event Date to other interested parties.

2.3 We are not willing to contract other than on these terms and conditions. No variation of these terms and conditions shall be effective unless it is in writing and signed by an authorised signatory of Us.

2.4 We may at any time without notifying You make any changes to the Service which are necessary to comply with any applicable safety or other requirements or which do not materially affect the nature or quality of the Service.

2.5 You will provide Us with sufficient and accurate information in sufficient time in order to enable Us to book and provide the Service in accordance with the Event Contract. You are responsible for ensuring the accuracy of the information provided.

3. THE CONTRACT PRICE

3.1 The Contract Price shall be Our quoted price. The price quoted shall be inclusive of VAT - if applicable.

3.2 You are required to pay in full on booking

3.3 We reserve the right to vary the price quoted until We receive full payment from you. We may correct any typographical or other error or omission in any promotional literature, brochure, website or quotation or other document relating to the Contract Price without incurring any liability.

3.4 If for any reason You cancel the booking We will try and offer You the following:

- Up to 7 days from Event Date and Time - an alternative Event Date and Time, but no refund will be given.

- Between 7 days and 48 hours from your Event Date & Time – an alternative Event Date and Time will be offered at Our discretion with an administration fee of £15.00 to be paid, but no refund will be given.

- Less than 48 hours from your Event Date & Time – an alternative Event Date and Time will be offered at Our discretion with an administration fee of £25.00 to be paid, but no refund will be given.

3.5 If before the Event Date, You notify us that the number of guests that has been contracted for is to be reduced. You will be liable to pay the Contract Price in full for the number of guests originally booked in the Event Contract. If before the Event Date You notify Us that the number of guests is to increase from the number contracted for, We reserve the right to increase the Contract Price to reflect the increased cost of providing the Service.

3.6 If payment of the Balance is delayed You shall be required to pay interest upon the Balance outstanding (both before and after any Judgment) on a daily basis at a rate of 4% above the base rate of the Bank of England from time to time in force from the date that payment fell due until the date that payment is received. Where the circumstances of the parties are such that the Late Payment of Commercial Debts Act 1998 is applicable, We may elect to charge interest at the maximum rate permissible under that Act. In addition We reserve the right in our absolute discretion to disapply preferential discounts previously applied to orders should payment not be made by the due date. In addition You shall also be liable for any costs incurred by or on behalf of Us in recovering any overdue payment from you.

3.7 We accept payment of the Contract Price by cash, cheque, credit card, debit card.

3.8 If You purport to make payment with a cheque and the cheque is dishonoured at the first and any subsequent presentation, We shall charge You a fee of £15 (excluding VAT) for each dishonoured cheque.

3.9 If We have to cancel the Event Date through a fault on Our part We shall offer alternative events dates or give a full refund.

4. HEALTH AND SAFETY

4.1 On Your own behalf and on behalf of each and every one of Your guests on the Event Date, You agree to abide and comply with any request or order made by or on Our behalf on the grounds of safety, whether it be the safety of the venue, the guests or some other person, or on any other grounds.

4.2 On Your own behalf and on behalf of each and every one of Your guests on the Event Date, You agree that Our opinion or the opinion of Our employees or agents is final in regard to any matters of safety and You agree to abide by any such opinion howsoever expressed. If in Our opinion or the opinion of Our employees or agents, You or one of Your guests are/is behaving dangerously or are/is acting in a manner which would or may, in Our opinion or in the opinion of Our employees or agents, lead to a disruption of the Service or a risk to health and safety, You or Your guests will, at Our request or at the request of Our employees or agents, leave the Event for the rest of the day contracted for, without We or Our servants or agents incurring any liability as a result. For the avoidance of doubt the consumption of alcohol by You or Your guests either before or during the Event Date will be considered a risk to health and safety.

4.3 On Your own behalf and on behalf of each and every one of Your guests You agree to obey the proper instructions of any activity supervisor at all times and to equip and dress yourself for each activity as advised.

4.4 On Your own behalf and on behalf of each and every one of Your guests You agree to make Us aware of any medical condition or disability that may affect Your or Your guest's ability to participate in any particular event. We reserve the right to withdraw You or Your guest if, in Our opinion, You are not in sufficient good health or sufficient fitness to participate in an event.

4.5 We will provide You with risk assessment reports and method statements for the activities booked for the Event Date on request.

4.6 If You or the Client or the Client's employees act as a compare for the Services We provide, or if You or the Client employ a guest compare or agent to compare the Services We provide, such persons must compare solely for the event in question. Such persons are not to direct how the Services We provide take place or are conducted. We or Our employees, servants or agents retain sole discretion in relation to the direction of Services and for health and safety issues.

4.7 If You or the Client employs persons to compare the Services We provide and in Our opinion or the opinion of Our employees, servants or agents the person comparing the Services We provide are either acting in, or directing others to act in such a way as to pose or to potentially pose a risk to health and safety, You must ensure at Our request or at the request of Our employees, servants or agents that the compare ceases to act in such a manner immediately. If they do not do so or continue or persistently continue to act in such a manner as to pose or to potentially pose a risk to health and safety, We may at Our sole discretion, cease to provide the Service and/or cease to provide the Service for the remainder of the Event Date without Us or Our servants or agents incurring any liability as a result. In such cases the contract price remains payable in full.

4.8 In circumstances where the actions of the compare employed by You or the Client poses an immediate risk to health and safety we reserve the right to cease providing the Service immediately.

4.9. The Client and each and every guest agrees to abide and comply with any request or order made by or on the Company's behalf on the grounds of safety, whether it be the safety of the venue, the guests or some other person, or on any other grounds.

4.10. The Client and each and every guest agrees that the opinion of the Company or its Servants or Agents is final in regard to any matters of safety and the Client and each and every guest agrees to abide by any such opinion howsoever expressed. If in the opinion of the Company, its Servants or Agents, the Client is or may be behaving dangerously or is acting in a manner which would or may, in the opinion of the Company, its Servants or Agents, lead to a disruption of services at the Event, the Client or guest will, at the request of the Company, its Servants or Agents leave the event for the rest of the day contracted for, without the Company, its Servants or Agents encountering any liability.

5. INSURANCE AND LIABILITY FOR DAMAGE

5.1 We shall maintain an insurance policy, a summary of which policy is available on request. Cover is subject to the conditions of the policy.

5.2 We warrant that the Service will be provided using reasonable skill and care and, as far as is reasonably possible, in accordance with Your requirements made known to Us at the time of booking. We shall have no liability to You for any loss, damage, costs, expenses or other claims for compensation arising from instructions supplied by You which are incomplete, inaccurate, illegible or arising from late arrival or non-arrival of instructions from You or for any other act or default by You or Your guests.

5.3 Except in the case of death or personal injury caused by Our negligence or that of Our employees or Agents, We shall not be liable to You by reason of any non-fraudulent representation or any implied warranty, condition or other term, or any duty at common law or under the express terms of the Event Contract for any loss of profit or any indirect special or consequential loss, damage, costs, expenses or other claims (whether caused by Our negligence or the negligence of Our employees, Agents or otherwise) which arise out of or in connection with the Service (including any delay in providing, or failing to provide the Service) or its use by You and Our entire liability under or in connection with the Event Contract shall not exceed the Contract Price.

5.4 We and Our employees or Agents accept no responsibility for unforeseen events beyond Our reasonable control (including but no limited to any act of God such as a storm or flood, fire, failure of a third party to deliver goods or materials, war, invasion or hostilities, or in Our opinion or that of Our servants or agents, any event outside of our control which poses a risk to health and safety howsoever caused causing the Service to be cancelled or altered from that contracted for, although every effort will be made to proceed with the Service where at all possible. In such circumstances the Balance must be paid in full.

6. ASSIGNMENT

6.1 We may assign the Event Contract to any person, firm or company.

6.2 You shall not be entitled to assign the Event Contract or any part of it without Our consent in writing.

7 SEVERANCE

If any provision of these Terms & Conditions is found by any Court, tribunal or administrative body of competent jurisdiction to be wholly or partly legal, invalid, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voids, void ability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Terms & Conditions shall remain in full force and effect.

8 THIRD PARTIES

Nothing in the Event Contract is intended to confer any benefit on any person who is not a party to it.

9 GOVERNING LAW

These Terms & Conditions shall be construed in accordance with the laws of England and Wales and the parties submit themselves to the non-exclusive jurisdiction of the Courts of England and Wales.

10 STATUS

In instances where You are contracting as an elected agent or manager on behalf of the Client, You are required to ensure that the terms and conditions herein are brought to the attention of the Client and that the Client is bound by these terms and conditions.