

TERMS & CONDITIONS

1. Definitions

1.1 "You" or any derivative thereof means you, the party accepting the Facilities, details of which are set out in the Booking Form and, where the context permits, the term "You" shall include any and all members of the party for whom you are booking.

1.2 "Deposit" means 30% of the Price.

1.3 "Event" means the event whereby We provide the Facilities to You.

1.4 "Booking Form" means the booking form obtained from our brochure or website and used by You to book the Facilities.

1.5 "We" or "Us" or any other derivative thereof means Marwell Activity Centre Limited.

1.6 "Facilities" means the services, facilities and equipment to be provided by Us to You, details of which are contained in the Booking Form.

1.7 In these terms and conditions:

1.7.1 The clause headings are included for convenience only and shall not affect the construction of these terms and conditions; and

1.7.2 Words denoting the singular shall include the plural and vice versa.

1.8 Unless the context otherwise permits, references in these terms and conditions to a party or parties are references to a party or parties to this contract.

2. The Facilities

2.1 We hereby agree to provide and You hereby agree to accept the Facilities in accordance with the terms set out in the Booking Form and these terms and conditions.

2.2 In addition to Clauses 4.2, 4.5 and 5.1 the date of the Event may be cancelled or deferred by either party giving one weeks notice to the other.

3. Your Obligations

3.1 You must use the Facilities in accordance with the safety rules, instructions and information provided by Our instructors, staff, employees, written notices and warning signs.

3.2 You must report to Us immediately any piece of faulty equipment or anything which may endanger someone using Our facilities.

3.3 Prior to using the Facilities, You must each complete one of our medical forms (available from Our brochure and website).

3.4 Prior to using the Facilities, You must tell Us about any medical condition or any other thing which may adversely affect Your ability to use the Facilities safely.

3.5 You must use all safety equipment that we provide You with without tampering or wilfully damaging it.

3.6 You must bring suitable outdoor equipment and be fully prepared to use the Facilities in adverse weather conditions. You must bring a change of clothes if you are using Facilities which may cause the clothing being worn by You during the Event to become muddy or wet.

3.7 You must take all due care and exercise all necessary precautions to ensure the safety of other people using the activity centre.

3.8 You must pay Us any costs reasonably incurred by Us as a result of replacing or repairing Facilities damaged by You.

4. Price Payment and Deposit

4.1 You must pay Us the Deposit at the time that You book the Event with Us. We may keep the whole of the Deposit in the event that You cancel the Event within 28 days (including the 28th day) of the date that the Event is due to begin. We shall keep 50% of the deposit if You cancel the Event within more than 28 days of the date that the Event is due to begin.

4.2 We may cancel or defer commencement of the Event until We receive the Deposit from You.

4.3 In consideration of Us supplying the Facilities, You must pay Us the Price at least three clear days before the Event or in the event that We agree in writing to invoice You after the Event, You must pay Us the Price within 14 days of the date of invoice.

4.4 We may revise the Price by giving You reasonable notice of the revision.

4.5 If You fail to make any payment when due, We may refuse to provide further Facilities and charge You interest on the overdue amounts thereafter at the base rate as quoted by Barclays Bank plc plus five per cent (5%) or the maximum interest rate permitted by applicable law plus any additional costs incurred by Us. Any interest arising from this clause shall accrue on a daily basis.

5. Changes to the Facilities

5.1 We may cancel the Event or any part of the Event if we reasonably believe that You have or may breach any of your obligations described in clause 3 above.

5.2 We reserve the right to change the Facilities because of adverse conditions at any time and without notice if, in our reasonable opinion, the conditions make it difficult for You to use the Facilities safely or as instructed.

5.3 Without prejudice to the rights contained in clause 5.2, at any time more than three days before the date of the Event, You may request and We may recommend changes to the scope and/or content of the Facilities.

5.4 We will advise You of the likely impact of any requested or recommended changes to the Facilities.

5.5 The parties must not unreasonably withhold their agreement to any request or recommendation.

5.6 Until such time as a change is formally agreed, We will continue to perform and to be paid as if such change had not been requested or recommended.

5.7 Any agreement to a requested or recommended change will become valid as an amendment to this contract only when agreed by both parties.

6 Warranty and Liability

6.1 We warrant that We will provide the Facilities with reasonable care and skill. All other warranties, representations, conditions and terms, whether express or implied statutory or otherwise, are hereby excluded to the fullest extent permissible by law.

6.2 We shall not be liable in contract, or otherwise for any delay, act or omission in providing the Facilities or otherwise save where law shall prohibit such exclusion of liability.

6.3 Our liability to all other persons not party to this contract shall be limited or excluded to the fullest extent permitted by law.

6.4 Nothing in this clause 6 shall in any way limit or exclude Our liability for personal injury, death or fraudulent misrepresentation.

7. General

7.1 Neither party will be liable for any delay or failure to perform its obligations hereunder resulting from any cause beyond its reasonable control.

7.2 The laws of England shall govern this contract and the parties submit to the jurisdiction of the English courts.

7.3 No terms or conditions hereof shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party issuing the same.

7.4 If any provision of this contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability

or unreasonableness be deemed severable and the remaining provisions of this contract and the remainder of such provision shall continue in full force and effect.