

Terms and Conditions

1 DEFINITIONS

- 1.1 In these terms and conditions unless the context otherwise requires, the following expressions shall have the following meanings:-
- “Client” means the individual, business company or group for whom the Services are to be provided;
 - “Company” means The Warehouse (Glos.) Limited (registered number 2820359) including where applicable its employees, suppliers, agents or sub-contractors acting on behalf of the Company;
 - “Conditions” means the provisions set out below which shall be incorporated into the Contract;
 - “Contract” means the agreement between the Company and the Client incorporating the Conditions for supply of the Services;
 - “Event” means the function at which the Services are to be provided;
 - “Price” means the fee due to the Company from the Client in payment for the Services;
 - “Environment & Operation Requirements” means the information from the Company to the Client setting out the parameters for the Environment and Operation the service is provided within;
 - “Services” means the provision of equipment, activities and personnel at the Event.
 - “Site” means the specific area where equipment and personnel required for provision of the Services will be located.
- 1.2 A reference to (or to any specified provision of) these Conditions or any other document shall be construed as a reference to these Conditions that provision or that document as in force for the time being and as amended in accordance with the agreement of the relevant parties.
- 1.3 A reference to any one gender shall include the other.
- 1.4 The singular shall include the plural and vice versa.
- 1.5 References to persons shall include individuals, firms, companies, unincorporated associations, partnerships and government entities (whether or not having a separate legal personality).
- 1.6 A reference to any party shall include its successors in title and permitted assigns.
- 1.7 Clause headings are for convenience only and shall not affect the construction of the Contract.

2 THE PRICE

The Price payable for the Services as detailed shall be payable as follows:-

- 2.1 25% of the Price shall be payable as a non-refundable deposit (save in respect to Clause 4.3) on written and signed acceptance by the Client of this document.
- 2.2 The 75% balance of the Price shall be payable on the day.
- 2.3 All costs are exclusive of agent’s commission unless specifically quoted as being inclusive.
- 2.4 If the Client fails to pay the Company any sum due under the Contract the Client will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of Lloyds Bank Plc, accruing on a daily basis until payment is made, whether before or after any judgment.
- 2.5 The Price shall be exclusive of any value added tax which the Client will pay in addition to the Price.

Methods of payment: Cheques made payable to The Warehouse (Glos.) Ltd.
 BACS to: The Warehouse (Glos.) Ltd. Bank: Lloyds Bank Plc Sort Code: 30-93-48 Account No.: 01015841
 IBAN No.: GB30 LOYD 3093 4801 0158 41 There is an additional charge of 2% for Credit Card payments.

3 CANCELLATION BY THE CLIENT

- 3.1 The Client may cancel the Contract for provision of the Services, cancellation will be effective from the date that the Company acknowledges receipt of written notice of cancellation.
- 3.2 A cancellation fee will be payable by the Client as set out below. The cancellation fee has been calculated to represent a reasonable assessment by the Company of the loss it will suffer as a result of cancellation: Agency commission will not be paid on any cancelled event.

No. of Days Notification before Event*	Cancellation Fee Amount
Upon signing of Booking Confirmation & before 45 days	Deposit only
45 - 30 days	50%
30 - 7 days	75%
1 - 7 days	100%

* Where written notification is received by the Company (excluding the date of the event but not including the date of receipt of the notice of cancellation)

4 CANCELLATION OR CHANGES BY THE COMPANY

- 4.1 Whilst every effort is made by the Company to carry out the Services, the Company retains the right to change elements of the Services if it is necessary due to circumstances beyond its control including, but not limited to, adverse weather conditions or unavailability of suitable staff.
- 4.2 The Company reserves the right to cancel provision of the Services:
- 4.2.1 If it is necessary due to circumstances beyond the Company’s control including, but not limited to, adverse weather conditions, vehicle breakdown, accessibility to the site where the Event is to be held and/or suitability of the terrain of the site where the Event is to be held.
- 4.3 Where the Company cancels the event further to clause 4.2.1 a proportion of the Price shall remain payable to the Company by the Client as set out below:

No. of Days before Event*	Cancellation Amount
1-7 days	75%
After setting out for the Event	100%

* Where the Company cancels the provision of the Service.



5 OBLIGATIONS BY THE CLIENT

The Client shall ensure that:

- 5.1 The site where the Event is to be held has land suitable for the provision of the Service as specified in Environment and Operation.
- 5.2 There shall be adequate access to the site where the Event is to be held to enable the Company to deliver and set up the equipment required for provision of the Services.
- 5.3 If no instructors are to be provided by the Company, then Public Liability Insurance must be obtained by the Client and proven to the Company prior to the Event.

6 THE COMPANY'S AUTHORITY AT THE EVENT

- 6.1 The Client agrees on its own behalf and for each person attending the Event that in respect to provision of the Services:
 - 6.1.1 That the opinion of the Company is final regarding matters of safety;
 - 6.1.2 To comply with any request or order made by the Company in the interests of safety howsoever expressed;
 - 6.1.3 To comply with any reasonable instruction given by the Company for any other reason.
- 6.2 The Company reserves the right to request any person attending the Event to cease using the Services if in the opinion of the Company the person is behaving in a dangerous, unreasonable or disruptive manner and the Client agrees to procure that such request will be complied with by each person attending the Event. In such circumstances the Company will be under no liability to the Client or the person attending the Event in respect of any refund of the Price or compensation for any costs or damage which may be incurred by the Client or the person attending the Event.

7 LIABILITY OF THE CLIENT FOR DAMAGE

- 7.1 The Client agrees that in the event of damage being caused to any, vehicles or equipment of whatsoever nature supplied by the Company for the purposes of providing the Services the Client will be liable for each vehicle or piece of equipment so damaged as follows:
- 7.2 If the damage arises out of any act or omission of any person attending the Event the Client shall be liable for the first £300.00 on each item;
- 7.3 If the cause of the damage is determined to be deliberate the Client shall be liable for all the damage so caused or the full replacement value of each item, whichever is less.

8 WARRANTIES AND LIABILITIES OF THE COMPANY

- 8.1 The Company agrees to exercise all reasonable skill and care in the provision of the Services.
- 8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.3 The Company shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 8.4 The Company has no liability to the Client or any person attending the Event (other than liability for death or personal injury resulting from the Company's negligence) for any loss or damage of any nature, howsoever caused, arising out of or in connection with the provision of the Services or for the property of the Client or person attending the Event.
- 8.5 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the level of Public Liability Insurance carried by the Company at the date of the Event a copy of which is available on request.

9 GENERAL

- 9.1 Each right or remedy of the Company under these Conditions is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 9.2 If any provision of the 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 the Contract and the remainder of such provision shall continue in full force and effect.
- 9.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 9.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Client will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 9.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 9.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

10 COMMUNICATION

Each notice shall be addressed to the address of the party concerned set out in this Document or to such other address as may be notified in writing for this purpose from time to time.



Environment & Operation Requirements

1 ACCESS SPECIFICATIONS

Access to the Event and Site is the responsibility of the Client. Any gates/entrances to be used in accessing the Site must allow adequate width and have a wide enough turning circle to access to and from the road.

CLIMBING WALLS: Our Climbing Walls are mounted on hydraulic trailers and towed by 4x4 vehicles.

DIGIWALL: The DigiWall comes flat-packed in a box trailer and towed by a 4x4 vehicle. The largest panels are 2.4m x 1.1m. Equipment must be transported to the Site. Due to the size, weight and number of parts, most items will be moved by trolley and the access route should allow for this. If required, parts can be moved manually, though any additional costs or labour to do this must be provided by the Client. Any obstacles to access (such as steps, lifts etc) and the distance from the nearest point the trailer can be unloaded must be provided at time of booking. Any additional obstacles not originally noted, or an increase in distance from trailer to the Site may result in a delay in setup time or may even make setup impossible

CAVE: Our Mobile Cave is mounted on a trailer and towed by a long-wheel base transit van or a 4x4 vehicle.

Access specifications for our Activities are detailed as follows: Please read in conjunction with our Size Specifications documents.

	4-Person Wall		2-Person Wall		DigiWall		Cave	
	Inc. Vehicle		Inc. Vehicle		Inc. Vehicle		Inc. Vehicle	
Width	2.6m		1.6m		2.4m		2.4m	
Height	2.7m		2m	2.4m	2.6m		2.6m	2.4 - 2.8m
Length	9m	13.6m	7m	11.6m	5.3m	10m	8.4m	13m - 15.1m
Weight	2.4t	3.9t	1.0t	2.5t	1.5t	3t	2.2t	3.7t - 5.7t

2 SITE SPECIFICATIONS

Equipment can be erected on grass or hard standing if the ground is flat and within level parameters. Minimum specifications are detailed as follows:

	4-Person Wall	2-Person Wall	DigiWall		Cave	
			Indoors (w/o Gazebo)	Inc. Gazebo	w/o Gazebo	Inc. Gazebo
Depth	15.6m	13.1m	3.1	5m	5.4m	6.4m
Width	7.5m	5m	7m	9m	9.4m	9.4m
Height	7.8m	5.9m	2.4m, 2.6m or 2.9m		3.6m	3.6m

CLIMBING WALLS: This includes the vehicle, trailer and drop safety zones from the climbing wall. After the wall is erected, the area at the rear can be reduced by removing the vehicle. There must be no overhead obstructions below nine meters, or power lines within five meters around the wall location. Level parameters - from left to right max. drop of 7.5cm over 2m lengths, from back to front max. drop of 7.5cm over 1m lengths.

DIGIWALL: This includes the safety matting area in front of the wall. Overall height can be adjusted if required as shown above.

CAVE: Overall layout area can be altered to suit the requirements of an Event, for example the gazebo can be removed or moved to another side.

Access to a standard 3-Pin UK power socket able to operate at 240v will be required for the DigiWall and the Cave. The Company can supply a generator upon request which will be quoted for.

3 PARTICIPANTS

Appropriate clothing must be worn at all times. As with all adventure activities, considerations (ie. age/size/ability) will be made when deciding who can participate. Those with severe heart conditions, severe epilepsy, or in the late stages of pregnancy may be unable to participate in certain Activities.

CLIMBING: Participants will be unable to climb if the harnesses do not fit in a correct, safe manner. The maximum weight allowance is 125kgs.

CAVE: Like the real thing, caving is not suitable for everyone, particularly for those with conditions such as claustrophobia. The tunnels allow for a participant with approx. maximum measurements of 6'4" tall, 44" chest, 20" shoulders & 42" waist.

4 CROWD CONTROL

Any crowds/queues must be managed by the Client. The Company's Equipment come with soft-style barriers, if hard barriers are required they must be supplied by the Client. The Company cannot be held responsible for crowd/queue control. If the Event is likely to attract a queue the Client must supply adequate staff to manage the queue.

5 SECURITY

After delivery of Equipment to the Site of the Event, the Client is responsible for all security. If Equipment is to be left over night, there must be adequate supervision provided. Any Health and Safety issues arising while Equipment is unattended by the Company, following agreement with the client, are the responsibility of the Client.

6 WEATHER

If a thunderstorm is evidenced within sight or sound, all Services will be closed and all persons must move away from the area until the storm has passed. CLIMBING WALLS: Can remain operational in winds up to 25mph and/or light rain. Heavy rain make the walls too slippery to climb safely. If winds are strong, the Company may need to face the wall into the wind as it is curved and will be affected less this way.

DIGIWALL: Due to the lights and sounds the DigiWall produces it is best operated indoors. If it is to be used outside, the DigiWall must be erected within a tent or suitable temporary structure. Any such structure must be waterproof. Bright ambient light affects the ability to see the holds light up, therefore we recommend that the DigiWall is used in an area/enclosure which is, or can be made, as dark as possible.

CAVE: Can be operated in most weather conditions, however please note participants are required to remove shoes before entering the cave. Should the Cave be returned in an excessively muddy condition, a cleaning charge will be applied.

7 STAFF PROVISIONS

All Equipment will be operated within Working Time Directive legislation and required breaks will need to be incorporated within any schedule. The staff supplied are for operation of our Services only. Some Products can be supplied without staff subject to suitable qualification/training. The recommended minimum amount of staff to operate Equipment safely is one person for all Activities, apart from the 4-Person Walls where the amount is two people.

