

Terms & Conditions

These are the standard terms and conditions which apply to all events and services booked through Targeted4All Events Ltd unless specifically varied in writing and agreed to by both parties prior to the event.

Targeted4All Events Ltd reserve the right to withdraw or change these Terms and Conditions prior to issuing a Booking Confirmation. The Terms and Conditions are accepted by the Client to the exclusion of any previous Terms and Conditions.

By entering into this agreement for the supply of services the parties agree to be bound by the terms and conditions contained herein.

1. Event Booking Details

1.1 All bookings will be considered provisional until the Client has confirmed either in writing or orally that they wish to accept the booking. Upon receipt of a specified non-refundable part-payment Targeted4All Events Ltd will issue a Booking Confirmation. Provisional bookings will be held for no longer than 7-days if confirmation is not received. The Client is responsible for checking that all details are correct. Activities may not be substituted for different activities without incurring amendment charges unless the Booking Confirmation is incorrect. Targeted4All Events Ltd cannot accept liability for any errors in the Clients Booking if not notified within 7 days from the date of issue.

2. Payment and Pricing

2.1 The price of the event is as stated in the initial enquiry. Targeted4All Events Ltd reserves the right to change the price prior to issuing a Booking Confirmation. All prices are inclusive of VAT unless stated otherwise.

2.2 Part-payment - A part-payment is payable upon booking and is non transferable and non refundable. A part-payment of 50% of the total fee payable (including VAT) shall be payable to save your date and time. The remaining 50% shall be known as the "balance".

2.3 Balance Due – the balance of the total fee shall be payable 21 working days prior to the event date.

2.4 Late Bookings – Should a booking be made within 21 working days of the event date, payment in full will be required to secure the event.

2.5 Payment in full is required for bookings of £100 or less

2.6 Targeted4All Events Ltd reserve the right to consider failure to make payment of the balance on the due date as a cancellation and reserve the right to re-sell the event with no liability to the Client other than the loss of their part-payment. Payment can be made by BACS or card.

3. Amendments to the Booking by The Client

3.1 Targeted4All Events Ltd will make the effort to make an amendment to all or part of the booking where requested by the Client. This may incur additional costs as a result of the changed items in the booking.

3.2 Amendments cannot be made within 21 days of the commencement of the event date. Amendments must be requested in writing.

3.3 Should the booking reduce in numbers after receiving the Confirmation, please refer to the cancellation charges in the Terms and Conditions.

4. Amendments to the Booking by Targeted4All Events Ltd

4.1 If Targeted4All Events Ltd cannot provide all or part of the event due to circumstances beyond our control the Client will be notified of any changes as soon as possible. Targeted4All Events Ltd reserve the right at its sole discretion to alter or change arrangements should it be necessary to do so and shall have no liabilities to the Client.

5. Cancellation Policy

5.1 Should The Party reduce in numbers following payment of the part-payment, the part-payment will be forfeited for those members of The Party not attending.

5.2 Should the group number fall to less than the minimum group size for any activity then Targeted4All Events Ltd reserve the right to charge for the minimum number. Written notification will be sent to the client. No reduction in numbers can be accepted within 14 days of the Event Date.

5.2 Cancellations in full will incur the following charges (%):

- More than 31 days prior to event - Nil
- Between 30 - 14 days prior to event - 50%
- Less than 14 days prior to event - 100%

5.3 If The Party or any member of The Party decides not to partake in any of the activities for any reason on the day, no refund will be given by Targeted4All Events Ltd.

5.4 All cancellations must be received in writing from the client and will be deemed to take effect from the date of receipt.

5.6 Targeted4All Events Ltd may cancel activities if, for example but not exclusively, bad weather makes any activity unsafe, in which event Targeted4All Events Ltd reserve the right to substitute an alternative activity at short notice.

5.7 Late arrival policy - All events run to a strict timetable and guests are required to arrive on time as stated on the booking confirmation. Late arrivals will result in one of the following – reduction of time on event, total loss of event or an incurred charge to cover additional staffing costs caused by event running over. Where event time is reduced or the event is lost due to late arrival, no refunds will be given.

6. Liability

6.1 By booking with Targeted4All Events Ltd it is understood that some events and activities that the Clients will undertake may be inherently dangerous although all guests are fully supervised throughout and that activity venues may have uneven ground which is often wet and slippery. As such neither Targeted4All Ltd or its employees or agents shall be liable for any damage, loss, delay or expenses caused to the client, its employees, agents, licensees or invitees or any other persons attending the event except insofar as it results from the negligence of Targeted4All Events Ltd or breach of contract.

6.2 Targeted4All Events Ltd will not be liable for any injury, illness, death, loss, damage, expense or failure of any part of the actual event if it is due to you or any member of the party, third parties not connected with the booking arrangements, unforeseeable or unavoidable circumstances beyond our control or the suppliers' control or Force Majeure.

6.3 Although we do our utmost to provide the best possible suppliers for your event we accept no responsibility for the acts or omissions of the suppliers or any of its employees or subcontractors. Our liability may also be limited in accordance with the suppliers' terms and conditions. We will not be liable for any additional services that are not provided by us and we will not accept liability for any business losses.

6.4 A disclaimer must be signed by all participants for many of the activities offered. Failure to sign the disclaimer may result in the event being cancelled. Targeted4All Events Ltd accepts no liability in this circumstance. Targeted4All Events Ltd shall accept no responsibility whatsoever for injuries or loss incurred by members of The Party, and their guests or spectators.

6.5 Targeted4All Events Ltd accepts no liability for loss or damage to property in any event.

7. Complaints

7.1 Any complaints must be reported to Targeted4All Events Ltd at the earliest opportunity and no later than 7 days after the incident causing complaint. If Targeted4All Events Ltd is unable to remedy the problem to the satisfaction of the Client at the time the problem is reported, a written report of any perceived failure must be submitted providing full details.

8. Safety

7.1 Safety briefings will be carried out at the start of each activity session which the whole Party must attend. Individuals who fail to attend the safety briefing may not be

allowed to take part in the activity and will not receive a refund at Targeted4All Events Ltd discretion.

7.2 Safety equipment will be provided for each activity which must be worn in accordance with the instructions given.

7.3 Targeted4All Events Ltd reserves the right to withdraw any member of The Party without refund from any activity where they are not complying with the safety briefing and are putting themselves or others at risk. The Party is required to abide by the rules and regulations as stated in the safety briefings.

9. Participant Requirements - It is essential that the following rules apply:

- All guests are required to sign a disclaimer prior to their event.
- All guests must conduct themselves in a courteous, proper and safe manner at all times.
- All guests must listen and obey instructions given by staff or contractors.
- All guests are required to use all safety equipment provided and instructed.
- All guests agree to compensate Targeted4All Events Ltd or our contractors for any costs incurred due to improper behaviour during your time at the venues.
- All guests must inform us of any medical conditions, including pregnancy, that may affect your participation in any activity.
- All guests agree to take responsibility for removing themselves from any event or element if they do not feel competent to participate.
- Under no circumstances will guests be allowed to participate in an activity if under the influence of alcohol or drugs.
- Should an individual's or group's behaviour be deemed by Targeted4All Events Ltd or any other third Party Suppliers to threaten the safety or enjoyment of an activity we retain the right to terminate the whole event or permanently withdraw an individual. In such circumstances, the offending party will not be entitled to a any refund .

10. Equipment

8.1 Targeted4All Events Ltd will endeavour to maintain equipment used. Should any equipment break down Targeted4All Events Ltd and/or their suppliers will make every effort to repair but some breakages may not be repairable on the day. No refund will be made in this situation. Spare equipment is usually available.

11. Special Requirements

10.1 Targeted4All Events Ltd will be pleased to assist with any special requirements wherever possible. If any members of The Party have special dietary requirements,

allergies or access requirements this information must be provided no later than 21 days prior to the commencement of the event date.

12. Force Majeure

11.1 Targeted4All Events Ltd shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God (other than one arising from or related to directly or indirectly from volcanic ash), strikes, lock outs, accidents, war, fire, breakdown of plant or machinery. Targeted4All Event Ltd will not accept liability or pay any compensation where you suffer any damage, injury, expense or loss of any description as a result of Force Majeure. Targeted4All Events Ltd shall be entitled to a reasonable extension of its obligations.

13. Severance

13.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

14. Governing Law

14.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

15. Entire Agreement

15.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.