

# Party Booking Terms & Conditions

## 1. Introduction

Please read these booking terms & conditions carefully. You will be asked to expressly agree to these booking terms during the Party event booking process.

## 2. Interpretation

In these booking terms, “we” means Safari Adventure Play and Party Venue Peterborough or Safari MK soft play and party venue (and “us” and “our” will be construed accordingly); and “you” means our customer or potential customer under these booking terms (and “your” will be construed accordingly).

These terms and conditions apply to party bookings made as well as party bookings made in person or over the phone.

## 3. Booking process

The advertising of party events on our website constitutes an “invitation to treat”; and your submission of a booking request for an event constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to book a party event, you will need to take the following steps:

- i. you must select the relevant event date, party type and number of attendees and then proceed to the checkout;
- ii. if you are a new customer, you must then create an account with us and log in; if you are an existing customer, you must enter your login details;
- iii. once you are logged in, you must confirm your order and your consent to these booking terms;
- iv. you will then be transferred to our payment pages where our payment provider will handle your payment;
- v. we will then send you an acknowledgement (at which point your booking will become a binding contract) or we will confirm by email that we are unable to meet your booking request within 24 hours of your booking.
- vi. We will not file a copy of these booking terms specifically in relation to your booking. We may update the version of these booking terms on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these booking terms for your records.

The only language in which we provide these booking terms is English.

For over the phone or in person bookings, the same process applies except we will enter your details on your behalf and you will be required to make a payment over the phone or in person.

The terms & conditions will then be sent to the customer and after the end of the Cooling Off period (as set out in section 9 below) it will be understood that the customer has accepted the terms & conditions.

#### 4. **The Party details**

A full description of the various details of your party and what is included can be located on the party pages of our website [www.safariplay.co.uk](http://www.safariplay.co.uk)

#### 5. **Price and payment**

Prices for parties are quoted on our website and will be as stated at the time of booking.

A non-refundable deposit payment of £100 must be made in full upon the submission of your booking request. We may cancel the contract between us if the deposit is not received from you in full in cleared funds.

The remaining balance of the payment for the party must be made in full by 10 days before the date of the party. Failure to pay the balance due within the required timeframe may result in cancellation of the contract and forfeiture of the £100 deposit.

If the party is booked within 10 days of the party date the full balance of the party will be due immediately on booking.

The prices on the website include all value added taxes (where applicable).

Payment must be made by debit or credit card OR any other payment method detailed on the website from time to time.

Prices are liable to change at any time, but changes will not affect contracts that have previously come into force.

#### 6. **Acceptance of suitability**

You warrant and represent to us that:

- i. you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these booking terms;
- ii. the information provided in or in connection with your booking request is accurate and complete;
- iii. you accept that you take responsibility for all your party to abide by the Entry Terms And Conditions, in particular sections 3, 7 and 8 will inform all your party of these rules in advance;
- iv. you accept that you take responsibility to listen to the safety brief at laser tag parties and ensure all your guest understand and abide by the safety instructions as detailed in this briefing;
- v. you are entering into the contract under these booking terms as a consumer, and not in the course of a business; and
- vi. you are at least 18 years of age.

## 7. Venues and dates

In exceptional circumstance and where we have a valid reason to do so, we may change party dates and venues by giving reasonable notice of the change to you.

## 8. Your rights of cancellation

Without prejudice to the statutory right of cancellation detailed in Section [9], you may cancel a party booking at least 4 weeks before the party is due to begin (in which case you will forfeit the £100 deposit). If you seek to cancel a party booking less than 4 weeks before the event is due to begin, or if you fail to attend a party event, no refund will be given and the balance of the party booking will still be due in full based on the minimum numbers for the party.

In order to cancel a contract on this basis, you must inform us by writing to the address set out in Section 15 of these booking terms. Your notice of cancellation must be actually received by us on or before the relevant date set out above.

If you reduce your party numbers or other extras less than 10 days prior to the event no refunds will be given.

## 9. "Cooling off" period

You may cancel an event booking at any time within 24 hours following the conclusion of the contract in accordance with Section [3] of these booking terms, providing that the party event has not actually commenced during that period and there is more than 10 days from the party date. In order to cancel a contract on this basis, you must inform us by email to [parties@safariply.co.uk](mailto:parties@safariply.co.uk).

## 10. Statutory rights

Any statutory rights which you have as a consumer, which cannot be excluded or limited, will not be affected by the booking terms.

## 11. Refunds

If you cancel a contract and are entitled to a refund in line with section [5] and [8] we will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will process the refund due to you as soon as possible and, in any event, within 30 days of the day we received your valid notice of cancellation.

If you are entitled to a refund due to reducing numbers (which must be above the minimum number for the event) or other prepaid items more than 10 days before your event we will process the refund within 7 days of being notified of your valid reason for a refund.

## 12. Limitations and exclusions of liability

Nothing in the party booking terms will:

- i. limit or exclude the liability of a party for death or personal injury resulting from negligence;
- ii. limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;

- iii. limit any liability of a party in any way that is not permitted under applicable law; or
- iv. exclude any liability of a party that may not be excluded under applicable law. Any statutory rights which you have as a consumer, which cannot be excluded or limited, will not be affected by the party booking terms.

The limitations and exclusions of liability set out in this Section and elsewhere in the booking terms are subject to the preceding paragraph and govern all liabilities arising under the party booking terms or in relation to the subject matter of the party booking terms, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of a force majeure event.

We will not be liable to you in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

### 13. **Force majeure**

In this Section and Section 12, “force majeure event” means any event which is beyond our reasonable control. Where a force majeure event gives rise to a failure or delay in us performing our obligations under these terms and conditions, those obligations will be suspended for the duration of the force majeure event. For clarity, refunds will not be given for such events unless in line with the cancellation terms in section 8

### 14. **General terms**

We will treat all your personal information that we collect in connection with your order in accordance with the terms of our privacy policy.

We may revise these booking terms from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these party booking terms is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted. No waiver of any provision of these party booking terms, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these party booking terms. You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these party booking terms. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these booking terms, at any time – providing such action does not serve to reduce the guarantees benefiting you under these party booking terms.

Each contract under these party booking terms is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

Subject to the first paragraph of Section [12]: these party booking terms contain the entire agreement and understanding of the parties in relation to parties booked on our website, and supersede all previous agreements and understandings between the parties in relation to parties booked on our website; and each party acknowledges that no representations not expressly

contained in these party booking terms have been made by or on behalf of the other party in relation to the booking of party events on our website.

These party booking terms will be governed by and construed in accordance with English law, and the courts of England and Wales will have exclusive jurisdiction to adjudicate any dispute arising under or in relation to these booking terms.

## 15. **About Us**

Our full name is: Forster Property & Leisure Ltd trading as Safari Adventure Play and Party Venue Peterborough and Safari MK Soft Play and Party Venue, Milton Keynes

Email [parties@safariplay.co.uk](mailto:parties@safariplay.co.uk) Tel 01908 565165, option 2

Our registered office is: 3 Carters Lane, Kiln Farm, Milton Keynes, MK11 3ET