

THE HOME



OF CYCLING

# *Group Bookings Terms and Conditions*

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## **Confirmations**

Bookings will be treated as provisional until a letter of confirmation together with signed Terms & Conditions (T&C) for and on behalf of the Client are received by Whyte Bikes Ltd. (The Company) together with any required deposit and/ or advance payment. If the T&C, with any deposit and/or advance payment, are not received at Whyte Bikes Ltd. within 7 days from the date the agreement was despatched, acceptance of them will be assumed and in addition, Whyte Bikes Ltd. will be entitled to make use of the facilities / equipment booked on the date(s) of the Event.

## **Credit Deposits and Charges**

- (i) Account facilities will only be granted to those Clients which have established credit facilities in advance.
- (ii) The company reserves the right to withdraw credit facilities at any time without notice or where credit has not been granted full payment at the time of booking must be made.
- (iii) An additional deposit is required which will be held during the term of the booking and which losses and damages will be deducted from.

## **Numbers Attending**

- (a) The Client shall give details of final numbers attending the event when requested by the company and in any case not less than 7 days before the event. The acceptance of any increase over the Minimum Numbers stated in the Particulars will be at the company's discretion and subject to availability. Group numbers are inclusive of all participants including parents or guardians of minors when attending birthday parties and count towards our maximum ratio total.
- (b) The Company reserves the right to charge, in full, for any decrease from final numbers given but, in any case, the Minimum Chargeable Numbers confirmed by the Client will apply. In the event that the minimum number is exceeded, the company will make every reasonable endeavour to provide the service specified, at the appropriate charge, however the company cannot be held responsible for failure to provide such service.

# Group Bookings Terms and Conditions (cont.)

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## Advertising and Displays or Signs

- (a) The Client should not use the company's name or trademark without its prior written consent and must show all tickets, posters and advertising material to the company for its approval in writing. In all circumstances this information should be provided if so requested by the company within 7 days.
- (b) The Client shall not set up any display within the company's premises and grounds without the written consent of the company (not to be unreasonably withheld). Any display material used must conform to local government and fire regulations.

## Cancellation by Whyte Bikes Ltd

- (a) The company may cancel bookings under the following circumstances:-
  - (i) The company is unable to trade or the site, or any part of it, is closed due to circumstances outside its control.
  - (ii) If the Client is more than 7 days in arrears with any payment to the company.
  - (iii) If any of these Conditions are breached by the Client.
  - (iv) If the event might prejudice or cause damage to the company or site.
  - (v) If the Client enters into bankruptcy or liquidation.
  - (vi) If any of the following occur:

Strikes, other industrial action, fire at or near the site or company, flood at or near the company, civil unrest, dispute or commotion, evacuation of or near the company, act of God, legal action against the company not resulting from its negligence preventing the supply of services, all other causes beyond the control of the company.
- (b) In the event of 6(a) (i) or (vi) occurring the company shall offer the Client alternative services if it is available, failing which the company will cancel the contract and refund the advance payment and any deposit. The company's obligation to compensate the client will be limited to the obligation to repay the advance payment and the deposit. In all other cases the repayment of the deposit and advanced payment will be at the company's discretion (not to be unreasonably withheld).

## Cancellation by the Client

If the Client cancels a reservation with less than 7 days notice in advance, 100% of the total booking value is payable. If the client cancels a booking with more than 7 days notice but less than 30, any deposits paid will be forfeited and 50% of the total booking value is payable. Where the booking has been paid for in full prior to the event date, the company shall refund 50% of the value of the booking.

# *Group Bookings Terms and Conditions (cont.)*

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## **Cancellation by the Client [cont.]**

- (a) In all instances, notification of cancellation must be made in writing and will be effective on the date received by the company.
- (b) Any costs incurred for a particular event, that otherwise would not have been incurred; will be charged in the event of cancellation by the client unless the company can mitigate its loss.
- (c) The amounts in this clause may be deducted by the company from any deposit/advance payment made and the client shall be liable for the difference.

## **Liability**

- (a) All representations, warranties, conditions or terms relating to the quality of the services offered by company whether express or implied by statute or common law are excluded to the fullest extent permitted by law and The company will have no liability to the Client for the consequences of any failure to perform the contract. The company shall not be liable in the case of loss or damage to property of the Client or any person.
- (b) The company's liability to the Client whether for any breach of contract, negligence or otherwise will not in any event exceed the total booking value to be made by the Client to The Company under this agreement.
- (c) In no event will the company be under any liability whatsoever to the Client for any loss of profit, business contracts, revenues or anticipated savings or for any indirect or consequential loss and/or expense suffered by the Client.
- (d) The Client shall indemnify the company from any loss or damage caused to any part of the company's property, surroundings and or to any fixtures and equipment or any company employees or other persons as a result of this event.
- (e) The Client is recommended to arrange insurance to cover its potential liabilities under this contract.
- (f) The Client agrees to begin and end its event at the scheduled Times. The company reserves the right to charge and the Client agrees to indemnify the company for any extra costs due to the company as a result of the Client using the company's facilities outside of the scheduled times.
- (g) The Client agrees to indemnify the company for any service not provided for in this contract, but made available on request of the Client to people attending the event, unless the company has been specifically instructed in writing to obtain cash settlement direct from the person receiving such services.
- (h) The Client agrees to accept total responsibility for the safe custody of equipment and accessories during the period of hire against any loss or damage howsoever caused and that they will return any items in the condition in which they were hired and within the specified time and date. Loss or damage to equipment will be charged for at RRP plus labour and will result in the loss of all/part of the deposit. Late returns will be charged at the prevailing hire charge rates. Where equipment is returned after the prescribed closing time of the business, without prior agreed notice, there will be a minimum late return fee of £20 per unit. Refunds can not be given for elements of unused hire between the agreed hire period. Damage and losses exceeding the deposit will be charged in addition to the deposit at cost.

# Group Bookings Terms and Conditions (cont.)

## Liability [cont.]

- (i) The Client accepts total and sole responsibility for themselves and other members of their party.
- (j) The Client accepts that the Company or any of its subsidiaries cannot be held liable for the suitability of the tracks, maps and way marks for cycling, which can not be guaranteed.

## General

- (a) The company will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, it reserves the right to provide alternative services of at least an equivalent standard at no additional costs to the Client.
- (b) The Client shall not be entitled to assign the booking to any third party nor utilise the company's facilities other than for the purpose stated in Clause 5, without the company's prior written approval.
- (c) Whilst the company has taken all reasonable steps to ensure that the information contained in its brochures, tariffs, leaflets and advertisements is accurate, it reserves the right to alter, substitute or withdraw any service, facility or amenity without notice if necessary.
- (d) No variation of these conditions shall be effective unless in writing and signed on behalf of both the company and the Client.
- (e) The person signing for and on behalf of the Client warrants to the company that they have the authority to do so. In the event that they are not so authorised they will personally be liable for the completed performance of the contract.
- (f) The company is unable to guarantee that all of the facilities at the site will be available for use during the Clients visit. The company is unable to make any refund or reduction in charges if any facility is unavailable.
- (g) Full details of any Special Requirements should be advised to the company before confirmation of booking. The normal scale of Cancellation Charges in Clause 7 will apply if cancellation of the booking occurs by the Client because the company was unable to meet any requirement which failed to be disclosed at the time of booking.
- (h) The Client agrees to pay all company charges on due dates, failing which interest will be charged at 2% over the company's Banker's base rate.
- (i) If there are any queries on any part of an invoice the Client will pay the undisputed balance of the sum owing and the remainder on resolution of the query.
- (j) The Company advises clients that cycling can be hazardous which may result in injury / death. Clients should ensure that they and members of their party cycle within their capabilities at all times and that suitable eye, body and head protection is worn.
- (k) The Client confirms that they nor any member of their party are not under the influence of alcohol or any drugs. The Company reserves the right to refuse hire or withdraw services based on its own judgement.
- (l) The Company advises that hire cycles are not used on the north shore, free ride and dirt jump areas.

# Group Bookings Terms and Conditions (cont.)

## General [cont.]

- (m) The Company advises and The Client accepts that cycling is a physical activity for which The Client agrees that they and other members of their party are fit to undertake. If in doubt, The Company advises that medical advice should be sought prior to booking. Refunds can not be given for people who are unable to physically complete the course.
- (n) In the event of mechanical failure, whilst every endeavour will be made to recover/exchange cycles or recover The Hirer(s), it cannot be guaranteed. In such circumstances, refunds are at the discretion of The Company.

## Termination

The event shall terminate on the date and time specified in the Particulars.

## Applicable Law and Jurisdiction

- (i) This contract is the subject of the law of England and Wales.
- (ii) Any disputes arising out of the contract are to be subject to the non-exclusive jurisdiction of the courts of England and Wales.

Signed: ..... Name: .....

For and on behalf of: ..... Dated: .....

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