

# DRAGON RAIDERS

## ACTIVITY PARK

Dragon Raiders Ltd

### TERMS & CONDITIONS

#### YOUR CONTRACT

The contract is made on the terms of these booking conditions which are governed by English Law and we both agree to submit to the jurisdiction of the English Courts at all times. Any other terms proposed by the Client are excluded.

#### MAKING A BOOKING AND PAYMENT

When you have chosen your course and you make a request to us to book it, you must pay the full cost of the course. Your booking is confirmed once full payment has been made.

#### PRICE, PAYMENT & VARIATIONS

We reserve the right to alter any of our advertised course prices. You will be advised of the current price of your course that you wish to book before your contract is confirmed.

We will be entitled to cancel the booking if any payment is not made on the due date by the Client. All activities are weather dependent and may be affected by other factors beyond our control. The course schedule and content may be re-arranged or amended as of short notice and cannot be guaranteed.

#### YOUR RESPONSIBILITY FOR YOUR BOOKING

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. This means that you are responsible for making all payments due, notifying us if any changes or cancellations are required and for receiving the confirmation and keeping your party informed.

#### INSURANCE

It is your responsibility to ensure that you are adequately insured. We strongly recommend that you take out insurance, which should include cover against the cost of cancellation by you, any personal effects and assistance in the event of accident or illness.

#### IF YOU WANT TO CHANGE/CANCEL YOUR BOOKING

Once full payment is made, we do not offer refunds for cancellation made by you, under any circumstances.

If you want to change your booking - requests for changes must be sent to us in writing, by email or post, by the person that made the booking. We cannot guarantee that we will be able to accommodate your request but we will try to do so. You may be asked to pay an administration fee of £20.00 per amendment, this is at Dragon Raiders discretion. These are likely to be higher the closer you get to your course date, so contact us as soon as you can.

- Notified more than 121 days prior to your course: an additional £20.00 per amendment fee
- Notified 120-61 days prior to your course: an additional 50% of the total invoiced amount
- Notified up to 60 days prior to your course: an additional 100% of the total invoiced amount

#### GIFT VOUCHERS

Your voucher is valid for 12 months from the purchase date. Change will not be given and the voucher is non-refundable if cancelled. All additional expenses will be charged to your own account. Your voucher cannot be exchanged for cash. Your voucher will not be replaced if lost, stolen or otherwise destroyed. Only the original, unaltered voucher will be accepted. The cost of flights, transfers or any other transport to and from the meeting point for the start of the course is excluded. The participation

in the course is subject to availability and places on each date are strictly limited. We will endeavour to provide a place on the course date requested, but cannot guarantee availability on any particular course.

#### **IF WE CHANGE OR CANCEL YOUR BOOKING**

We reserve the right to change or cancel your booking. Subject to the note below, if we make a change and you don't want to accept it, you can take any alternative date to do the activity or we are happy to issue you with a gift voucher which you can redeem within 12 months from the date of the cancellation. This does not apply where the change is not material. Examples of non-material changes include, but are not limited to, temporary withdrawal of facilities or seasonal unavailability of facilities. We will not be responsible to pay any compensation following a change or a cancellation by us.

Any amendment or cancellation fees you incur in terms of other arrangements you have made with other providers under separate contracts are NOT claimable from us. Note: If a change or cancellation occurs because of circumstances beyond our control, for example war, riot, industrial dispute, actual or threatened terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, flood, or other circumstances amounting to force majeure. Epidemic or pandemic illness and all similar situations we will have no liability to you.

No compensation, costs, expenses or any other sums, including the cost of securing alternative arrangements will be paid by us. We reserve the right to amend dates of courses or cancel courses if our minimum attendance numbers are not met. Participants should check that adequate personal insurance covers them for cancellation of any travel arrangements that may have been booked.

#### **CHANGE OF DATE/TIME**

We reserves the right to amend dates of courses or cancel courses if our minimum attendance numbers are not met. Participants should check that adequate personal insurance covers them for cancellation of any travel arrangements that may have been booked.

#### **WEATHER**

We cannot be held responsible for any disruption caused to your pre travel arrangements and the running and inclusions of the course because of bad weather conditions.

#### **BEHAVIOUR**

When you book courses through us, you accept responsibility for the proper conduct of all members of your party during your course. We reserve the right at any time to terminate yours or any party member(s) inclusion on the course whose behaviour is such, in the reasonable opinion of the instructor or us, as to cause or to be likely to cause danger, upset or distress to anyone else or damage to equipment/property. Full cancellation charges will then apply and no refund will be given. Furthermore, we shall be under no obligation whatsoever to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation) you may incur as a result of your course inclusion being terminated. If you cause damage to any property or equipment, you must fully reimburse DSG Ltd for the cost of the damage before the end of your course if the cost has been established by then or as soon as it has been established if later.

#### **COMPLAINTS**

If you have a problem during your course, please inform the Instructor immediately, who will endeavour to put things right. You should also try to find a solution whilst you're on the course. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us giving your invoice reference, booking name and any other relevant information. Please keep your letter concise and to the point. This will assist us to identify your concerns quickly and speed up our response to you. If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on your course and this may affect your rights under this contract. Please bear in mind that we are only liable to compensate you in line with these booking conditions. We agree that the courts of England and Wales have jurisdiction and English law applies.

#### **DURATION**

Dates for commencement and completion of the Services given by us are given in good faith, dates are not guaranteed and we will not be liable for any delay in commencement.

You must arrive promptly for the commencement of the course. If you arrive late we shall have the right to refuse them the course and you shall not be entitled to a refund.

### **REQUIRED ACKNOWLEDGEMENT OF RISK FORMS**

It is a condition of booking that all Clients must read and sign the acknowledgement of risk form for the relevant activity.

Clients under age 18 their parents/guardians must sign the forms. Any Client not signing the form will not be allowed to participate in the course and no refund shall be given.

### **AGE RESTRICTION**

This is very important to ensure we are covered for insurance.

Segway – Clients must be aged 10+

Paintball – Clients must be aged 10+

Quad bike – Clients must be 6+ to participate in the junior quad bike

### **HEALTH & FITNESS RECOMMENDATION FOR ALL ACTIVITIES**

All participants must be fit and healthy and able to undertake physical activity. Please contact a member of the team with any queries or if you are not sure about whether you should be participating. You MUST inform us of any pre-existing medical conditions which you feel may affect your ability to participate.

### **WARRANTY & LIABILITY**

We will exercise reasonable skill and care in the supply of the Services.

Any error must be notified promptly and in any event within 7 days of you becoming aware of the error.

Under no circumstances will our liability to you exceed a sum equal to the total price payable for the relevant course nor will it extend to any loss of business or profit or any indirect loss incurred by you.

All terms, conditions and warranties implied by law, trade use or otherwise (including but not limited to any warranties as to quality or fitness for purpose) are excluded to the extent permitted by law. You acknowledges that the only warranties are those given expressly by us in these Conditions.

### **INTELLECTUAL PROPERTY**

All designs and other intellectual property rights in Services are and will remain the sole property of us. Under no circumstances will you copy or make use of any of our intellectual property rights.