

# CHAOSPAINBALL LTD

## TERMS AND CONDITIONS

### Definitions

In these Terms and Conditions the following words and interpreted as follows:

“The Company” shall mean Chaos Paintball Ltd whose registered office is at Southfields Farm, Husbands Bosworth, Nr Lutterworth, Leicestershire, LE17 6NW. Company number is 4802741

“Purchaser” shall mean the person or persons purchasing the event.

“Purchase Date” shall mean the date on which the event was purchased and funds subsequently received.

“Participant” shall mean the recipient or holder of a voucher who redeems the voucher, or person participating in the event.

“Voucher” shall mean a valid voucher issued either directly by Chaos Paintball Ltd or a Third Party Supplier. A voucher will be redeemed for the activity described on the voucher or otherwise agreed with the Company.

“Activity” or “Activities” shall mean the events or experiences named on the voucher or specified in the booking confirmation.

“Price” shall mean the amount paid for the event at time of booking. All Chaos Paintball vouchers are inclusive of vat and are to be paid for in GBP.

“Booking” shall mean the receipt of a valid voucher/deposit or full payment against an agreed date/time of activity.

### Terms of sale

All sales are made on the basis that the purchaser fully understands and accepts the Terms and Conditions of Chaos Paintball Ltd. These Terms and Conditions are available upon request and are available to view on [www.chaospaintball.co.uk](http://www.chaospaintball.co.uk). These terms and conditions supersede all previous terms and conditions previously issued or verbally given. By proceeding with this purchase the Purchaser is bound by these terms and conditions. It is the responsibility of the Purchaser to bring these Terms and Conditions to the attention of the Participant prior to the event taking place. By attending an event the Participant fully signifies their own full agreement with all particulars of these Terms and Conditions. Purchasers and Participants must also bring these terms and conditions to the attention of their Spectators who by attending an event fully understand their own agreement with the acceptance of these Terms and Conditions.

### Insurance/Safety

- The participant will need to be agile enough to participate in paintball activities and be medically fit enough for the activity. If the participant has any doubts about medical fitness, they should consult their doctor. A participant should always seek advise from a doctor if there is any known heart complaint or other medical complaint eg neck or back problems which may be aggravated by this activity.
- No persons under the age of 12 years are permitted to carry out paintball.
- Anyone under the age of 16 yrs must have their consent form/disclaimer signed by a Parent/guardian/adult. The completion of a parental consent form is also required which can be downloaded from our website [chaospaintball.co.uk](http://chaospaintball.co.uk).
- Anyone under the influence of drugs or alcohol will not be permitted on site.
- There are risks involved in activities and participants must never under any circumstances deliberately injure another participant.

- Participants must comply with the rules and use all equipment as instructed and not so as to injure or hurt others.
- Participants will be provided with head protection and all safety equipment where necessary. Under no circumstances will a participant be allowed to take part in any event who refuses to wear such equipment.
- Participants will be requested to leave that event if their behaviour is deemed to be a danger to themselves or others or is deemed otherwise inappropriate.
- The Company may require anyone attending an event who is deemed by the Company to have damaged equipment or property through willfully ignoring safety or other instructions given to them by staff or through deliberate vandalism to make full payment to the company for any subsequent repairs deemed to have arisen from their actions and within 30 days of receiving notification of the assessed costs.
- All participants will be requested to sign a disclaimer before taking part in any activity. Failure to complete a disclaimer will unfortunately mean non participation of the event.

### **Weather**

All of the Company's activities are weather dependent and operate all year round.

The company reserves the right to cancel, postpone or curtail an event due to severe or extreme weather conditions in the interest of safety. Should an event be cancelled by the Company alternative bookings will be arranged. The Company will not be liable for any costs such as travel or accommodation incurred by the participants in such circumstances.

### **Non attendance and changes to a booking**

At least 10 days notice of the event must be given to change the date of booking. Where a change is given within the 10 days of the event the booking can not be changed. Should a participant then fail to attend the pre-booked session the deposit fee paid will be non-refundable. Postponements made more than 10 days prior to the event will be subject to a 10% rebooking fee. There is no refund with respect to non-attendance on the day or reductions in group size prior to the event once the deposit has been paid.

### **Spectators**

Due to the diverse nature of other activities it is not always possible to allow spectators at these events.

### **Footwear and clothing**

Participants must bring and wear clothes suitable for outdoor use. The Company shall provide all safety equipment and coveralls where necessary. Participants must wear sensible footwear and gloves for outdoor events.

### **Changes to Activities**

The Company reserves the right to discontinue or alter an Activity without notice in the interests of commerce or safety. Purchasers or Participants affected will be offered similar alternative activities.

### **Event Descriptions**

The Company endeavour to give accurate and detailed information about it's activities. There may be reason to change the exact arrangements on the day. These descriptions should therefore be taken as a guide only. Photographs and pictures used are illustrative and used as an indication only. Any session lengths displayed for each event are approximate.

All bookings made for any activity are subject to these terms and conditions.

### **Making a booking**

A booking is only valid if full payment of the deposit for the event has been received by the Company in advance of the event being due to take place. A deposit £10pp is due within 7 days of making a provisional booking and the final balance is then due on the day of the event. If the event is taking place in less than 2 weeks then the deposit amount becomes due 7 days prior to the event. Events will take place at the venue notified to the Purchaser at the time of Booking except where subsequent circumstances necessitate alteration. Where possible, the Company will provide reasonable notice of any such alteration to the Purchaser. The Purchaser once so notified by the Company will be specifically responsible for notifying all attending Participants and Spectators of such alterations.

### **Purchase of Vouchers**

Vouchers are purchased directly from the Company. The Company gift vouchers are valid for a full 12 months. A voucher may be expected to be valid if it will still be in date and otherwise unexpired on the date agreed with the Company for the event to take place and has been paid for in full and associated costs have been met in full and has not been previously redeemed. Company vouchers must be submitted to the Company by recorded delivery and received by the Company within 7 days of booking the event. Voucher participants who attend an event without first supplying a valid voucher on or before the date of the event shall be liable to make a full payment to the Company for their place on the event at the time of their attendance. A refund less £5 admin fee will be given upon receipt of a valid voucher received within 7 days of the event.

The price of vouchers are correct at the time of advertising but the Company reserves the right to change Prices without notice subject only to advising the Purchaser on the new price at the time of purchase. A purchase is only valid if the full purchase price has been received by the Company.

Vouchers purchased from the Company that have not expired may be extended for an additional 6 months by returning them to the Company together with a fee equal to the difference between the price purchased for the voucher and the current fee plus a £10 admin fee per voucher.

The Company aims to process all requests for vouchers within 3 working days following receipt of full payment. All vouchers are posted by first class mail using Royal Mail Delivery service. Delivery of vouchers can be expected within 5 working days of their purchase but the Company shall not be bound to meet these delivery times.

Once the Purchaser has purchased a Company gift voucher they will become subject to these terms and conditions and are expected to communicate these terms and conditions to the participant and any spectators.

### **Refunds**

The Company in accordance with the legislation of distance selling shall offer purchasers who purchase with a credit card or via the Google checkout a cooling off period of 7 working days in

which to exercise their right to cancel a purchase and gain a refund. All notifications to cancel a purchase must be made in writing within the 7 working days either to the Company's registered address (see above) or by email to [cpsales@chaospaintball.co.uk](mailto:cpsales@chaospaintball.co.uk). The request must include the Purchasers name, address, telephone number, voucher number and the date on which the purchase was made. If a voucher was issued before the notification is received by the Company the Purchaser must also return the voucher as part of this agreement. Upon receipt of a valid request to cancel the Company undertakes to refund the request within 30 days of receipt of all necessary information/voucher. The refund shall not exceed the amount paid. Refunds will only be made in the method of which the payment was made ie credit card, Google checkout etc. The Company will not honour or make any refund in respect of a Voucher that has expired. Vouchers supplied by the Company are not refundable outside of this cooling off period.

## **Bookings**

All events must be pre-booked with the Company. No guarantee can be made to providing a particular date/time and all events are subject to availability. Bookings are made on a first come first served basis. The Company will respond by providing written confirmation of the booking.

## **Privacy Policy & Mailings**

Chaos Paintball Ltd will never give, lease, sell or otherwise disclose your personal information to a third party. Any information that you provide Chaos Paintball Ltd will held with the utmost care and will not be used in ways to which you have not consented. The information provided allows us to provide you with personalized service and correspond with you separately. By ticking the box on the disclaimer provides your agreement for us to use your contact details to provide email newsletters, mail shots etc which are issued directly by the company. If you wish to unsubscribe from our mailing list please email [cpsales@chaospaintball.co.uk](mailto:cpsales@chaospaintball.co.uk) and you will be unsubscribed immediately.

## **Queries**

In the event of a participant having a query they should initially direct their query by telephone to the Company on 01858 880239 except where the query arises during an event in which case they must bring it clearly to the attention of the Company's Event Manager during the event. If a query arises outside of office hours The Company will endeavor to return your call within 24hrs providing a clear message has been given on the Company answer phone. If the query is in relation to an event that is taking place outside of office hours the answer phone message will give an alternative contact number for participants to contact.

## **Complaints**

In the event of a complaint at any event the participant should make it known to the Event Manager at the time. All reasonable steps will be taken to correct the cause of the complaint at the time. Complaints not relating to an actual event should be made by telephone on 01858 880239 during office hours.