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Mind Adrenaline Ltd

Terms & Conditions of Business

1. Definitions

In these conditions:-

"MIND ADRENALINE" means MIND ADRENALINE of 8 Highlands, Cuckfield, West Sussex, RH17 5HL.

"the Client" means the person, firm or company purchasing the Services from MIND ADRENALINE;

"the Guests" means the recipients of the Services or any of them as the context requires;

"the Services" means the services supplied to the Client and / or Guests under these conditions.

2. Basis of the Contract

2.1 MIND ADRENALINE contracts on these conditions only, and acceptance by MIND ADRENALINE of any request for the provision of Services from a Client shall be upon these conditions and shall override any other terms and conditions stipulated or incorporated by the Client. Variations or representations will only be binding on MIND ADRENALINE if confirmed in writing by MIND ADRENALINE.

2.2 The Client warrants that it is either a Guest or is the authorised agent of the Guests and is accepting these conditions not only for itself but as an agent for the Guests.

2.3 It is hereby expressly agreed that every servant or agent of MIND ADRENALINE (including every independent contractor from time to time employed by MIND ADRENALINE) shall take the benefit of every exemption and limitation contained in these Conditions and every exemption from liability, defence and immunity to which MIND ADRENALINE is entitled shall also be available and shall protect and extend to every such servant or agent for the purposes of this condition MIND ADRENALINE shall be deemed to be acting as agent on behalf of such servants and agents and all such persons shall to this extent be deemed to be parties to the contract of which these conditions form part.

3. The Services

3.1 All descriptions and illustrations contained in MIND ADRENALINE literature, price list and advertisements or otherwise communicated to the Client are intended to present merely a general idea of the Services described and shall not form part of the contract.

3.2 MIND ADRENALINE reserves the right to make substitutions and modifications to the equipment used in the provision of the Services.

4. Price

4.1 The price charged by MIND ADRENALINE for the provision of the Services shall be as stated in the quotation of any booking made by the Client.

4.2 Unless otherwise agreed, the Client shall pay a booking deposit of 100% of the price (including any VAT thereon) at the time of booking and the booking will only be accepted by MIND ADRENALINE upon receipt of such deposit.

4.3 MIND ADRENALINE shall not be bound by any contract until it has accepted the booking and/or is in receipt of the said deposit and until such time, MIND ADRENALINE shall not reserve dates, times or locations for the provisions of Services.

4.4 The Client shall pay the balance of the price not less than one month prior to the date upon which the Services are to be provided.

4.5 If for any reason the Client cancels the booking, a percentage of the booking deposit will be repaid dependant on the length of notice given;

- Cancelled within 60 days of the event date = 60%
- Cancelled within 30 days of the event date = 50%
- Cancelled within 14 days or less of the event date = 25%

If for any reason the Client fails to pay the balance of the price when due in accordance with condition 4.4, MIND ADRENALINE's obligation to provide the Services shall forthwith cease.

4.6 If for any reason the Client fails to give notice more than one month before the date upon which the Services are due to be provided, that the number of Guests is to be reduced, the Client will be liable to pay the price in full for the number of Guests originally booked.

4.7 All payments due from the Client under these Conditions shall be made without any set-off deduction or deferment of any nature.

4.8 In the case of overdue payment, MIND ADRENALINE may charge interest to the Client on the amount overdue calculated on a daily basis at the rate of 2% over Alliance & Leicester Bank base rate per month without prejudice to any other rights of MIND ADRENALINE.

5. Limitation of Liability

5.1 Prior to the commencement of the Services, the Client and all its Guests will, if so requested by MIND ADRENALINE, sign a disclaimer of liability, the terms of which are available to the Client on request.

5.2 MIND ADRENALINE accepts no liability for loss, injury or damage of any nature whatsoever, whether direct or consequential, arising out of provision of Services, save as provided under the Unfair Contract Terms Act 1977. Without prejudice to the generality of the foregoing:-

5.2.1 MIND ADRENALINE maintains public liability insurance cover up to a maximum sum of £5 million and the Client and every Guest shall limit any claims against MIND ADRENALINE to such sum; and

5.2.2 MIND ADRENALINE and its servants or agents accept no responsibility in respect of any loss or damage to any property of the Client or any Guests.

5.3 A copy of MIND ADRENALINE's public liability insurance policy is available upon request and the Client and all Guests shall observe its terms and conditions at all times. The Client and every Guest may increase the limit of their insurance cover at their own cost and by prior arrangement with MIND ADRENALINE.

6. MIND ADRENALINE's Authority

6.1 The Client and every Guest shall abide by and comply with any reasonable request or reasonable order made by or on behalf of MIND ADRENALINE on the grounds of safety, whether it be the safety of the Client, the Guest or some other person.

6.2 The Client and every Guest agrees that the reasonable opinion of MIND ADRENALINE or its servants or agents is final in regards to any matters appertaining to safety, and the Client and every Guest agrees to abide by any such opinion howsoever expressed. If in the reasonable opinion of MIND ADRENALINE, its servants or agents, the Client or any Guest is or may be behaving dangerously or as acting in a manner which would or may in the reasonable opinion of MIND ADRENALINE its servants or agents lead to a disruption of the Services, the Client or any Guest shall at the reasonable request or order of MIND ADRENALINE, its servants or agents, leave the event for the rest of the day contracted for without MIND ADRENALINE, its servants or agents having any liability to refund any part of the price paid for the provision of the Services. For the avoidance of doubt, any excessive consumption of alcohol prior to or during the Services shall be treated as behaviour enabling MIND ADRENALINE to require the Guest concerned to leave the event.

7. Force Majeure

MIND ADRENALINE shall bear no liability for loss, damage or delay howsoever arising caused in circumstances outside its control including (but not limited to) inclement weather, acts of God, war, strikes, civil commotion, work to rule or go slow, overtime bans, lock outs, fire, flood, drought or inability to procure materials or articles except at increased prices due to any of the foregoing causes (and in these circumstances may suspend or cancel the whole or part of the Services). MIND ADRENALINE shall endeavour to notify the Client as quickly as reasonably possible if a force majeure occurs. While MIND ADRENALINE is not able to refund any monies paid by the Client, where Services have been cancelled due to adverse weather conditions, it will endeavour at its option either to

arrange alternative services at the requisite time or re-arrange the provision of the Services at an alternative time.

8. Law of Contract

The construction, validity and performance of any contract shall be governed in all respects by the laws of England.