

Beanz Barn Ltd – Terms and Conditions of Booking

These are the standard Terms and Conditions which apply to all Bookings made with us, Beanz Barn Ltd, a company registered in England and Wales under number 15679968, whose registered office address is Unit 4 Pavilion Court, 600 Pavilion Drive, Northampton, England, NN4 7SL (referred to as “the Company/we/us/our”).

These Terms and Conditions govern all Bookings made with us and will form the basis of the Contract between you and us. Before making a Booking, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of this document, please ask us for clarification.

1. Definitions and Interpretation: In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**Booking**” means the provisional booking made with us;
“**Booking Confirmation**” means our confirmation that the Booking has been accepted;
“**Contract**” means the contract formed once the Booking has been accepted, as explained in clause 2;
“**Guest(s)**” means any guests under your Booking;
“**Venue**” means our premises at which the Booking has been made;
“**Website**” means XXXXX; and
“**You**” and “**Your**” means the person making the Booking. Where the person making the Booking is doing so on behalf of another person, a group of people or a business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that other person, group of people or business.

- 1.1 Each reference in these Terms and Conditions to “writing” and “written” includes emails.
- 1.2 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation. Each reference to the singular number include the plural and vice versa. References to persons include corporations.

2. Bookings

- 2.1 If you wish to make a Booking with us, our Website will guide you through the ordering process. Before submitting your Booking, you will be given the opportunity to review and amend it. Please ensure that you have checked this and that you have read these Terms and Conditions carefully before submitting it. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
- 2.2 No part of our Website constitutes a contractual offer capable of acceptance. Your Booking constitutes a contractual offer that we may, at our sole discretion, accept. A legally binding contract between you and us will be created only once we accept your Booking, which will be indicated by us sending you our Booking Confirmation in writing. All Bookings are subject to these Terms and Conditions and the site rules as found on our Website.
- 2.3 Please note that Bookings are strictly non-refundable except in the event that we have made an error in arranging said Booking, and such error is incapable of remedy. However, we will at our sole discretion use all reasonable endeavours to accommodate a request made by you to reschedule your Booking, though cannot guarantee this in any respect.
- 2.4 It is your responsibility to disclose any information that is relevant to the Booking, including but not limited to any allergies, dietary and/or accessibility requirements and any special requests relating to this. We cannot be held responsible for any failure by you to do this, and our price and conduct is based on the information you have provided to us. If you have disclosed such information to us in good time, we will use all reasonable endeavours to make such adjustments and/or fulfil such request as may be necessary, however please note that we cannot guarantee that we can fulfil any such request, and will inform you where this is the case, including any alternate provisions (where applicable). If any changes occur that affect the price of the Booking, this will be chargeable.
- 2.5 No sales and marketing literature, price lists or other information we may provide to you constitutes a contractual offer capable of acceptance. Your Booking constitutes a contractual offer that we may, at our discretion, accept.
- 2.6 A legally binding contract between you and us will be created only once we accept your Booking, which will be indicated by us sending you our Booking Confirmation in writing. All Bookings are subject to these Terms and Conditions.
- 2.7 We may be able to accommodate certain changes to the Booking, at our discretion and subject to availability. If we can accommodate your requested changes, we will inform you of any change to the price and you will need to accept this in writing before we can proceed.
- 2.8 We may, at our sole discretion, be able to accept walk-ins, subject to availability. However, we always advise that you make a Booking in advance, as we cannot guarantee entry otherwise.

- 2.9 You agree to provide us with your up to date contact details when making your Booking in order for us to communicate important information with you.
- 2.10 Where applicable, your Booking may be a timed session. You agree to leave the Venue at the expiry of your timed session, regardless of whether you arrived on time or not. For reference, all information concerning timed sessions (including timings) will be available via our Website.

3. Price and Payment

- 3.1 The price will be shown on our Website at the time of your Booking. Our prices may change at any time but these changes will not affect any Bookings that we have already accepted.
- 3.2 All payments made via the Website will go through a payment gateway. No credit or debit card information is provided to us and completion of the transaction will be subject to you agreeing to their terms and conditions. A separate contractual relationship is created between you and the payment gateway and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them.
- 3.3 All prices include VAT, where applicable.
- 3.4 We have made every reasonable effort to ensure that our prices, as shown in our current sales and marketing literature and on our Website are correct. If we find, or are made aware of, any typographical, clerical or other accidental errors or omissions in our sales and marketing literature or on our Website, we will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible.
- 3.5 If there is an obvious pricing error on our Website, we will be under no obligation to honour the incorrect (lower) price, even after we have sent you a Booking Confirmation, if the price error is unmistakable and could have reasonably been recognised by you as a mispricing. Prices will be checked when we process your Booking.

4. Party Bookings

- 4.1 For party Bookings, please contact us in order to arrange this or otherwise use our Website in line with clause 2.1 (where applicable) and notify us of the agreed number of Guests when making your Booking, bearing in mind we reserve the right to impose a minimum number of guests and will inform you in writing where this is the case. We additionally reserve the right to charge a deposit per Guest, payable in advance.
- 4.2 Each additional Guest shall be chargeable as extra, this shall be invoiced to you upon confirmation and must be paid 14 days prior to the date of your Booking.
- 4.3 If the number of Guests changes in any way, this may affect your Booking and be subject to additional costs.

5. Health and Safety

- 5.1 The behaviour of all Guests is your responsibility. You will be liable for any loss or damage caused at our Venue by you or your Guests.
- 5.2 We reserve the right to insist you remove from the Venue, without any right to a refund, any person who, in our sole opinion, is exhibiting offensive, violent or unsafe behaviour. We also reserve the right to abort the Booking should this condition not be suitably complied with.
- 5.3 With the exception of any items agreed in advance, we ask that all Guests refrain from bringing in and/or eating off-site food whilst at the Venue. This is in order to protect our Guests with allergies and additional needs: please notify us immediately if you have any questions about this.
- 5.4 Please ensure that you (including on the behalf of a Guest, where applicable) bring any necessary medical aids or medications with you to the Booking where needed, and inform us of this in advance.
- 5.5 You must ensure that you and all Guests:
 - 5.5.1 read and comply with any fire notices posted throughout the Venue;
 - 5.5.2 do not prop open or obstruct any fire doors or escape routes, damage any fire safety equipment, tamper with any device or system designed for use in an emergency, or carry out in any capacity any actions that may cause a fire risk; and
 - 5.5.3 follow all audible emergency alarms and any reasonable instructions provided, in the event of an emergency.
- 5.6 You must not use the Venue for any purpose other than that for which has been agreed, and you must not sub-hire or allow the Venue to be used in any unlawful way or for any unlawful purpose.
- 5.7 Children must always be accompanied and supervised by a responsible adult or carer at all times when at our Venue. We will require a minimum of one suitable adult or carer per every three children.
- 5.8 We would advise that you and your Guests take all reasonable precautions as you usually would when exercising, including but not limited to wearing sensible clothing and staying hydrated.
- 5.9 We advise that any guests with health conditions, including but not limited to heart conditions, light sensitive epilepsy, pregnant individuals, and those with any condition which may reasonably become worse upon undertaking physical activity do not enter the indoor play area at our Venue.
- 5.10 We ask that socks are worn at all times whilst in our indoor play area, whilst

shoes are removed. We also ask that jewellery is removed whilst Guests are on the framework area. Failure to comply with this may result in you being required to leave the Venue in line with clause 5.2.

- 5.11 You must ensure that any valuables or other possessions brought to the Venue are adequately protected, as we can accept no responsibility for loss and/or damage in line with clause 8.4.

6. Cancellations

- 6.1 Except at our sole discretion, you will not be entitled to postpone or rearrange the date for the Booking. You may need to cancel and rebook. Where we have agreed to rearrange the Booking, this shall be permitted once only for free in line with clause 2.3.
- 6.2 If you do not make any payment to us on time, then we reserve the right to cancel your Booking and charge for any costs we may have incurred as a result.
- 6.3 Either you or we may cancel this Contract without liability by giving written notice, if we or you:
- 6.3.1 breach the Contract in a material way and fail to remedy the breach within 14 days of being asked to do so in writing (a breach is considered material if it is not minimal or trivial in its consequences to the cancelling party, regardless of whether it was caused by any accident, mishap, mistake or misunderstanding); or
- 6.3.2 go into bankruptcy, liquidation or administration, if a receiver is appointed, or if we or you cease, or threaten to cease, to carry on business.
- 6.4 If you cancel under clause 6.3, you will only be required to pay for services we have already provided up until the point at which you inform us that you wish to cancel. These sums will be deducted from any refund due to you or invoiced to you, depending on the amount paid at the date of the cancellation.

7. Government Restrictions and Other Events Outside of Our Control (Force Majeure)

- 7.1 We will not be liable for any limitations in the service we are able to provide where this is caused by government-imposed restrictions or prohibitions, such as limitations on guest numbers. If restrictions have been imposed on the date of your Booking, but the Booking is still legally able to take place, we will adhere to the government restrictions, but this will not prevent us from honouring the Booking and it will not be cancelled, or the fees reduced, unless we confirm otherwise.
- 7.2 If we have to cancel the Booking due to any cause beyond our reasonable control, we will offer an alternative date. If a suitable date cannot be agreed, we will refund the fees paid.
- 7.3 Subject to this clause 7, we will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, strikes, industrial action by third parties, fire, flood, storm, earthquake, subsidence, acts of terrorism or war, epidemic or natural disaster, or any other event beyond our reasonable control.

8. Liability

- 8.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence (including that of our employees, agents or subcontractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable. Any loss we cause shall be limited to the cost of the fees paid to us for the Booking.
- 8.2 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or subcontractors); or for fraud or fraudulent misrepresentation.
- 8.3 Under no circumstances will we be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 8.4 Any property brought to the Venue (including, but not limited to, motor vehicles and their contents) by any person is done so at their own risk. We will not be responsible for any loss or damage to such property.
- 8.5 Nothing in these Terms and Conditions seeks to limit or exclude your rights as a consumer. For full details of your legal rights and guidance on exercising them, we recommend you contact your local Citizens' Advice Bureau or Trading Standards Office.

9. Problems with your Booking

We always do our best to ensure that your Booking is special, memorable and problem-free. In the unlikely circumstance, however, there is a problem with your Booking, we request that you inform us using the contact details on our website as soon as possible in the first instance so that we can endeavour to resolve it. We also respectfully request you do not publish negative comments on social media or any review platform

before giving us a chance to remedy the issue.

10. Data and How We Use Your Personal Information

- 10.1 All personal information we may collect will be collected, used and held in accordance with the provisions of the UK General Data Protection Regulation, the Data Protection Act 2018 and any changes to them. For further information on our use of your personal data, please refer to our privacy policy on our website.
- 10.2 We may take and use photographs and videos from your Booking in marketing literature, on social media and on our website. Please let us know if you do not consent to this. These photographs and videos will belong to us.

11. Other Important Terms

- 11.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (if for example, if we sell our business). If this occurs, we will inform you in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 11.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (or the Contract) without our express written permission.
- 11.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 11.4 Any part of these Terms and Conditions found to be unlawful, invalid or otherwise unenforceable would be severed from our Contract. This will not affect the validity and enforceability of the remaining parts of the Contract.
- 11.5 If the rights under these Terms and Conditions are not exercised or enforced following a breach of contract by either party, this does not mean that either of us has waived our right to do so at a later date.

12. **Governing Law and Jurisdiction:** These Terms and Conditions and any Contract between us will be in accordance with the laws of England and any dispute will fall within the jurisdiction of the courts of England.