

Terms & Conditions

The parties referred to in this agreement are:

- (i) "Garlands Leisure Ltd" - Garlands Leisure Ltd trading as Garlands Off Road & Corporate Leisure, Mythe Farm, Pinwall Lane, Sheepy Magna, Atherstone, Warwickshire, CV9 3PF.
- (ii) "Client" - The individual, company or other who has signed the Booking Form on behalf of the "Party".
- (iii) "Party" - The individuals to whom the activities or services will be provided.
- (iv) "Agenda" - A timetable including suggested activities, accommodation, and or other associated services together with pricing information.
- (v) "Supplier" - The Contracted Party used to fulfill a service or activity contained in the Programme.
- (vi) "Programme" - The activities and or accommodation and or entertainment requested by the Client which is confirmed in the Booking Confirmation.
- (vii) "Contract" - The agreement between Garlands Leisure Ltd and the Client which comes into existence when Garlands Leisure Ltd accepts the deposit from the Client and issues the Booking Confirmation in writing.
- (viii) "Website" refers to www.garlandsleisure.co.uk.
- (ix) "In Writing" - Includes correspondence by letter, fax and email.

Garlands Leisure Ltd reserve the right to withdraw or change these Terms and Conditions prior to issuing a Booking Confirmation. The Terms and Conditions are accepted by the Client to the exclusion of any previous Terms and Conditions, other than voucher terms and conditions if a voucher is being redeemed.

By entering into this agreement for the supply of services the parties agree to be bound by the terms and conditions contained herein.

1. Pricing

The price of the Programme is as stated in the Agenda. Garlands Leisure Ltd reserves the right to change the price of Agenda prior to issuing a Booking Confirmation. All prices are in pounds sterling and are inclusive of VAT unless stated otherwise. Unless stated on the Agenda payment does not include the additional items such as food, admission, transfers, parking, portage charges, fees, contributions or any other items that are not specifically referred to.

2. Authority

The Client will be the point of contact for The Party and upon payment of the deposit confirms that they have the authority to act on behalf of all other members of The Party. If the Client is no longer acting as the group leader, Garlands Leisure Ltd should be notified in writing immediately. No correspondence will be entered into with any other member of The Party unless this condition is fulfilled.

3. Booking

The Client will confirm either in writing or orally that they wish to accept the Agenda. Upon receipt of a specified non refundable deposit Garlands Leisure Ltd will issue a Booking Confirmation and Programme subject to the requested Agenda still being available.

4. Programme Content

The Client is responsible for carefully reading the Programme and checking that the details are correct. Activities may not be substituted for different activities without incurring amendment charges unless the Booking Confirmation is incorrect. Garlands Leisure Ltd cannot accept liability for any errors in the Clients Agenda if not notified within 7 days from the date of issue.

5. Payment

The Client is responsible for collecting monies from The Party and making payments to Garlands Leisure Ltd, and for ensuring that all members of The Party adhere to these Terms and Conditions. **Payment of the deposit and balance must be made only by The Client on behalf of The Party numerous cheques or individual card payments from The Party will not be accepted.** The deposit as detailed in the Agenda is payable on booking and is non transferable and non refundable. A 10% deposit is payable for activities and a 50% deposit is payable for accommodation and conference facilities. The balance is payable 10 days prior to the commencement of the Programme or by the date specified in the Booking Confirmation, whichever is earliest. Payment for Programmes booked less than 10 days prior to the commencement date is due in full on booking. Garlands Leisure Ltd reserve the right to consider failure to make payment of the balance on the due date as a cancellation and reserve the right to re - sell the Programme with no liability to the Client. Payment can be made by cheque, BACS or card, cheques are payable to 'Garlands Leisure Ltd'. Any cheques which do not clear on presentation will be subject to a charge of £20.00. Payment by card may be made on amounts up to £1,000.00 without an additional charge. Card payments over £1,000.00 will be subject to an additional 2% charge.

6. Accommodation Deposit

The Client must sign an Accidental Damage and Deposit Form prior to checking into any overnight accommodation which will require a valid credit card authority to be provided. The accommodation Supplier may refuse entry if credit card details are not provided, and any credit card details will be held by the accommodation Supplier for the duration of the stay.

7. Amendments to the Programme by The Client

Every effort will be made by Garlands Leisure Ltd to alter or change all or part of the Programme where requested by a Client subject to a £10 one off administration charge plus any additional cost incurred as a result of the changed items in the Programme. All changes must be made directly with Garlands Leisure Ltd. Amendments cannot be made within 10 days of the commencement of the programme. Amendments must be requested in writing. Should The Party reduce in numbers after receiving the Booking Confirmation, please refer to the cancellation charges in the Terms and Conditions.

8. Amendments to the Programme by Garlands Leisure Ltd

If Garlands Leisure Ltd cannot provide all or part of the programme due to circumstances beyond our control the Client will be notified of any changes as soon as possible. Every effort will be made by Garlands Leisure Ltd to adhere to the programme. Garlands Leisure Ltd reserve the right at its sole discretion to alter or change arrangements should it be necessary to do so and shall have no liabilities to the Client save for a refund of monies expended.

9. Dietary Requirements

Some Programmes include meals. If any members of The Party have special dietary requirements, allergies or access requirements this information must be provided no later than 10 days prior to the commencement of the Programme.

10. Special Requests

Garlands Leisure Ltd will be pleased to assist with any special requirements wherever possible.

11. Participant Requirements, Restrictions and Exclusions

Specific activity requirements and restrictions are stated on the Website and are available on request. The Client is responsible for ensuring that The Party fulfills the necessary requirements to partake in any of the activities in The Programme. Any member of The Party or prospective member of The Party who has back problems, a heart condition, is pregnant or has any other condition which may be affected by physical exertion or driving on rough terrain is advised not to participate without having consulted their doctor. The Party takes part in any activities at their own risk.

In some circumstances Garlands Leisure Ltd or any third Party Supplier may see fit to stop an activity if it is felt that its continuation would cause injury or harm to staff or any other persons on site. Garlands Leisure Ltd and any other third Party Supplier reserve the right to exclude any member of The Party considered to be medically unfit or under the influence of alcohol or drugs. In the above instances Garlands Leisure Ltd will not be liable for any refund to the Client.

12. Event

The activity descriptions are stated on the activity pages of The Website. Should any off road vehicles or equipment break down Garlands Leisure Ltd will make every effort to effect a repair but some breakages may not be repaired on the day. No refund will be made in this situation.

13. Safety

A safety briefing will be carried out at the start of each activity session which the whole Party must attend. Individuals who fail to attend the safety briefing will not be allowed to take part in the activity and will not receive a refund. Safety equipment will be provided for each activity. The Party may bring their own protective equipment but this must be inspected and approved by a member of Garlands Leisure Ltd staff before being used. The Party must wear sensible footwear including but not limited to walking boots, boots or trainers. High heeled footwear, open toe footwear and sandals are not suitable. Garlands Leisure Ltd accepts no liability for loss or damage to property in any event. The motor sport activities are non – contact activities and any member of The Party deliberately contacting another motor vehicle will be permanently withdrawn from the activity without refund. Garlands Leisure Ltd reserves the right to withdraw any member of The Party without refund from any activity where they are not complying with the safety briefing and are putting themselves or others at risk. The Party is required to abide by the rules and regulations as stated in the safety briefings.

14. Behaviour

Garlands Leisure Ltd or any other third Party Suppliers may end or cancel the programme with no liability of reimbursement if the behaviour of The Party is likely in the opinion of Garlands Leisure Ltd or any other third Party Suppliers to cause distress, damage, danger or annoyance to other customers or members of The Party, employees, property or otherwise. If The Party behaves in a way that affects the delivery of any activities or enjoyment of other guests, The Party may be asked to leave the premises in which event the Client will forfeit all costs and any right to compensation whether or not the programme has been completed and will be liable for any compensation sought from Garlands Leisure Ltd or any third Party Suppliers. Garlands Leisure Ltd cannot accept responsibility for other guests staying in the same accommodation as The Party, or if any facilities or services are removed as a result of their actions

15. Cancellation

Should The Party reduce in numbers following payment of the deposit, the deposit will be forfeited for those members of The Party not attending. Should the group number fall to less than the minimum group size for any item in the Programme Garlands Leisure Ltd reserve the right to charge for the minimum number. Should the party be less than the minimum number required to run an activity (where a booking of less than the minimum number has been accepted) Garlands Leisure Ltd reserve the right to cancel the activity or activities and offer the client a full refund or another date if full numbers are not achieved on the activity session. No reduction in numbers can be accepted within 10 days of the Programme Date.

15.1. If The Client Cancels

If The Party or any member of The Party decides not to partake in any item on The Programme for any reason on the day, no refund will be given by Garlands Leisure Ltd. Refunds are only given where a Client cancels the booking within three working days of making the booking, provided the booking has been made more than 10 days prior to the activity date.

15.2. If Garlands Leisure Ltd Cancel

Garlands Leisure Ltd may cancel items in the Programme if, for example but not exclusively, bad weather makes any activity unsafe, in which event Garlands Leisure Ltd reserve the right to substitute an alternative activity at short notice. Garlands Leisure Ltd may cancel items on the Programme at its sole discretion and will have no liability for any costs incurred by the client as a result of activity cancellation other than the difference between the price of the cancelled activity and price of the substituted activity.

16. Parking

Car parking is provided for The Party. Vehicles and contents are left at owners risk.

17. Insurance & Disclaimers

Holiday insurance is not included in the price of the Programme unless otherwise stated. We strongly advise taking out holiday insurance to cover any monies paid should the Programme be cancelled for any reason. A disclaimer must be signed for many of the activities offered and failure to sign the disclaimer may result in the event being cancelled. Garlands Leisure Ltd accepts no liability in this circumstance. A copy of the disclaimer will be sent with the Booking Confirmation and if there is any objection to the disclaimer being signed, Garlands Leisure must be informed within 7 days of the date of issue unless there is less than 10 days until the commencement of the Programme in which case no refund will be made. Some activities contain an element of risk including but not exclusively Quad Bike Racing, Off Road Rally Karting, Clay Pigeon Shooting and Archery. Garlands Leisure shall accept no responsibility whatsoever for injuries or loss incurred by and members of The Party, their guests or spectators. By booking with Garlands Leisure Ltd you understand that activities may contain an element of risk and that the activity venues have uneven ground which is often wet and slippery.

18. Third Parties

Some activities are carried out by third Party Suppliers along with accommodation booked other than at Mythe Farm. In booking activities and accommodation with third Party Suppliers it is expressly agreed that Garlands Leisure Ltd acts only as an agent of the Client and that no liability whatsoever shall attach to Garlands Leisure in connection with or arising out of such arrangements. The contract between Garlands Leisure Ltd and the Client shall be subject to any terms and conditions of contracts of the third Party Suppliers.

19. Complaints

Any complaints must be reported to Garlands Leisure Ltd at the earliest opportunity, and no later than 7 days after the incident causing complaint. Garlands Leisure Ltd will try to resolve any issue as soon as possible to avoid spoiling the programme. If Garlands Leisure Ltd is unable to remedy the problem to the satisfaction of the Client at the time the problem is reported, a written report of any perceived failure must be submitted providing full details.

20. Refund Policy

Deposits are non – refundable. Balance refunds are only given where a Client cancels the booking within three working days of making the booking, provided the booking has been made more than 10 days prior to the activity date.

21. Agreement

This contract shall be governed by English Law and shall be subject to the exclusive jurisdiction of the courts. Any Programme booked with Garlands Leisure Ltd is booked in accordance with these Terms and Conditions. It is the sole responsibility of the Client to communicate these Terms and Conditions to The Party.

