

Terms & Conditions of Business

Mobile Climbing Wall

1 Definitions

1.1 In these terms and conditions unless the context otherwise requires, the following expressions shall have the following meanings:-

- "Client" means the individual, business company or group for whom the Services are to be provided;
- "Company" means The Warehouse (Glos.) Limited (registered number 2820359) including where applicable its employees, suppliers, agents or sub-contractors acting on behalf of the Company;
- "Conditions" means the provisions set out below which shall be incorporated into the Contract;
- "Contract" means the agreement between the Company and the Client incorporating the Conditions for supply of the Services;
- "Event" means the function at which the Services are to be provided;
- "Price" means the fee due to the Company from the Client in payment for the Services;
- "Environment & Operation" means the fact sheet from the Company to the Client setting out the parameters for the Environment and Operation the service is provided within;
- "Services" means the provision of equipment and personnel at the Event.

1.2.1.1 A reference to (or to any specified provision of) these Conditions or any other document shall be construed as a reference to these Conditions that provision or that document as in force for the time being and as amended in accordance with the agreement of the relevant parties.

- 1.3 A reference to any one gender shall include the other.
- 1.4 The singular shall include the plural and vice versa.
- 1.5 References to persons shall include individuals, firms, companies, unincorporated associations, partnerships and government entities (whether or not having a separate legal personality).
- 1.6 A reference to any party shall include its successors in title and permitted assigns.
- 1.7 Clause headings are for convenience only and shall not affect the construction of the Contract.

2 The Price

The Price payable for the Services as detailed shall be payable as follows:-

- 2.1 25% of the Price shall be payable as a non-refundable deposit (save in respect to Clause 4.3) on written and signed acceptance by the Client of this document.
- 2.2 The 75% balance of the Price shall be payable on the day
- 2.3 All costs are exclusive of agent's commission unless specifically quoted as being inclusive.
- 2.4 If the Client fails to pay the Company any sum due under the Contract the Client will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of Lloyds TSB Plc, accruing on a daily basis until payment is made, whether before or after any judgment.
- 2.5 The Price shall be exclusive of any value added tax which the Client will pay in addition to the Price.

3 Cancellation by the Client

- 3.1.1 The Client may cancel the Contract for provision of the Services, cancellation will be effective from the date that the Company acknowledges receipt of written notice of cancellation.
- 3.2 A cancellation fee will be payable by the Client as set out below. The cancellation fee has been calculated to represent a reasonable assessment by the Company of the loss it will suffer as a result of cancellation: Agency commission will not be paid on any cancelled event.

Number of days before the Event within which written notification is received by the Company (excluding the date of the Event but not including the date of receipt of the notice of cancellation):

Amount of cancellation fee
(expressed as a percentage of the Price):

On signing the agreement and before 45 days	Deposit only
45 - 30 days	50%
30 - 7 days	75%
1-7 days	100%

4 Cancellation and Changes by the Company

- 4.1 Whilst every effort is made by the Company to carry out the Services, the Company retains the right to change elements of the Services if it is necessary due to circumstances beyond its control including, but not limited to, adverse weather conditions or unavailability of suitable staff.
- 4.2 The Company reserves the right to cancel provision of the Services:
- 4.2.1 If it is necessary due to circumstances beyond the Company's control including, but not limited to, adverse weather conditions, accessibility to the site where the Event is to be held and/or suitability of the terrain of the site where the Event is to be held.
- 4.3 Where the Company cancels the event further to clause 4.2.1 a proportion of the Price shall remain payable to the Company by the Client as set out below:

Number of days before the Event within which the Company cancels provision of the Service:	Proportion of Price:
1-7 days	75%
After setting out for the Event	100%

5 Obligations of the Client

The Client shall ensure that:

- 5.1 the site where the Event is to be held has land suitable for the provision of the Service as specified in the Environment and Operation document;
- 5.2 there shall be adequate access to the site where the Event is to be held to enable the Company to deliver and set up the equipment required for provision of the Services.

6 The Company's Authority at the Event

- 6.2 The Client agrees on its own behalf and for each and every person attending the Event that in respect to provision of the Services:
- 6.2.1 that the opinion of the Company is final in regard to matters of safety;
- 6.2.2 to comply with any request or order made by the Company in the interests of safety howsoever expressed;
- 6.2.3 to comply with any reasonable instruction given by the Company for any other reason.
- 6.3 The Company reserves the right to request any person attending the Event to cease using the Services if in the opinion of the Company the person is behaving in a dangerous, unreasonable or disruptive manner and the Client agrees to procure that such request will be complied with by each and every person attending the Event. In such circumstances the Company will be under no liability to the Client or the person attending the Event in respect of any refund of the Price or compensation for any costs or damage which may be incurred by the Client or the person attending the Event.

7 Liability of the Client for Damage

The Client agrees that in the event of damage being caused to any, vehicles or equipment of whatsoever nature supplied by the Company for the purposes of providing the Services the Client will be liable for the each and every vehicle or piece of equipment so damaged as follows:

- 7.2 if the damage arises out of any act or omission of any person attending the Event the Client shall be liable for the first £300.00 on each and every item;
- 7.3 if the cause of the damage is determined to be deliberate the Client shall be liable for all the damage so caused or the full replacement value of each and every item, whichever is less.

8 Warranties and Liability of the Company

- 8.2 The Company agrees to exercise all reasonable skill and care in the provision of the Services.
- 8.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.4 The Company shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

- 8.5 The Company has no liability to the Client or any person attending the Event (other than liability for death or personal injury resulting from the Company's negligence) for any loss or damage of any nature, howsoever caused, arising out of or in connection with provision of the Services or for the property of the Client or person attending the Event.
- 8.6 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the level of Public Liability Insurance carried by the Company at the date of the Event a copy of which is available on request.
9. General
- 9.1 Each right or remedy of the Company under these Conditions is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 9.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 9.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 9.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Client will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 9.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 9.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
10. Communication
- Each notice shall be addressed to the address of the party concerned set out in this Document or to such other address as may be notified in writing for this purpose from time to time.

Environment & Operation Document.

Access to the Event

The Mobile Climbing Wall is mounted on a hydraulic trailer and towed by a Land Rover, access to the site is the responsibility of the Client.

Specifications:

Trailer	Weight: 2.4 tonnes	Length: 9 meters	Width: 8ft 6in	Height (while on trailer) 9ft 3in
Vehicle	Weight: 1 tonne	Length: 4.6 meters	Width: 6ft 6in	Height 8ft
Total length: 13.5 meters				

Access through gates/entrances must allow adequate width and have a wide enough turning into the access from the road.

Sitting equipment for the Event

The site required needs to be a total of 18meters long by 7meters wide. This includes the vehicle, trailer and drop safety zones from the Climbing Wall

After the wall has been erected the area at the back of the Climbing Wall can be reduced to 11 meters by removing the vehicle and folding the trailer up behind the Wall (the Climbing can not be moved once erect).

The Mobile Climbing Wall can be erected on either grass or hard standing if it is within the level parameters.

Level Parameters: Level from left to right maximum drop of 7.5cm over 2m lengths
 Level from back to front maximum drop of 7.5cm over 1m lengths

There must be no overhead obstructions below 9meters

Weather Requirements

The Climbing Wall will be operational in winds up to 25 mph and/or light rain, heavy rain makes the wall too slippery to climb on. If the winds are strong we may need to face the wall into the wind as it is curved and will be affected less this way.

Staff Break Provisions and Staffing levels

In response to European working time directives, all staff must have a half hour break when working for a period of 6 hours.

The Climbing Wall requires a minimum of 2 staff to operate, due to break requirements. If the Climbing Wall is operational for more than 6 hours 3 staff will be supplied. The staff supplied with the wall are for operation of the Climbing Wall only any the company can not be held responsible for crowd/queue control. If the Event is likely to attract a queue the client must supply adequate staff to manage the queue.

Crowd control

As described in the previous section the crowd/queue must be managed by the client. The Climbing Wall comes equipped with soft barriers of the type used in banks etc. if hard crowd control barriers are required they must be supplied by the client.

Site Security

After delivery of the Climbing Wall to the site of the Event the Client is responsible for all security. If the Climbing Wall is to be left over night there must be adequate supervision provided, any Health and Safety issues arising while the Climbing Wall is unattended by the Company are the responsibility of the Client.

Contact information

The Company address is	Contact information
The Warehouse (Glos) Ltd.	Liam O'Hara - Mandi Homer -
Parliament Street	Office - 01452 302351
Gloucester	Fax - 01452 309562
GL1 1HY	Email: mobile@the-warehouse.co.uk