

Terms and Conditions

STANDARD TERMS AND CONDITIONS

1. Definitions

The parties referred to in these terms and conditions are as follows:

- (i) **“Additional Services”** means Services, which are agreed after the signing of this **“Agreement”**.
- (ii) **“Agreement”** means the Booking Confirmation of event date and price.
- (iii) **“Balance”** means the **“Consideration”** less the **“Deposit”** previously paid by the **“Client”**.
- (iv) **“Client”** means the contracting Company or person.
- (v) **“Company”** means Firefly Activities.
- (vi) **“Consideration”** means the consideration payable by the **“Client”** to the **“Company”** as stated in the **“Agreement”** and shall be calculated on the initial minimum number of participants indicated on the **“Agreement”** or the number actually attending, whichever is greater.
- (vii) **“Event Date”** means the date as stated within the **“Agreement”** on which the **“Services”** will be provided by the **“Company”** to the **“Client”**.
- (viii) **“Participant”** means all or any invitees of the **“Client”**.
- (ix) **“Payment Dates”** means the dates upon which the **“Deposit”** and the **“Balance”** are due and payable to the **“Company”**.
- (x) **“Representative”** means any person or persons acting as servants or agents of the **“Company”** or independent contractors from time to time employed by the **“Company”**.
- (xi) **“Services”** means all services provided by the **“Company”** at the request of the **“Client”**.
- (xii) The **“Lead Name”** is the person who books or represents the Client if the Client does not attend
- (xiii) **Short Notice”** within 3 days of event taking place

2. Application of Terms and Conditions

These terms and conditions apply in respect of all Services and Additional Services supplied or carried out by the Company under this Agreement on the Event date and no modification thereof is binding unless in writing and signed by a Duly Authorised Officer of the Company. These terms and conditions override any other terms and conditions stipulated, incorporated or referred to by the Client.

The contract to which these terms and conditions apply shall not be assignable, and such a contract shall be governed by and construed in all respect in accordance with the laws of England.

3. Payment

The Client shall pay the Deposit to the Company on execution of this Agreement.

The Client shall pay the Balance to the Company no later than 7 days prior to the Event Date.

Additional Services shall be payable to the Company no later than 7 days prior to the Event date. Any Additional Services requested after this time shall be subject to a separate invoice which shall be payable by the Client to the Company no later than 14 days after the Event Date.

Participant as the case may be. The Company reserves the right to suspend all activities at the contracted Event until any request or instruction to leave as aforesaid has been ambient fully complied with.

The Company will not allow any participant to use any of the activities if in the sole opinion of the Company or its Representative the participant is under the influence of alcohol or drugs or any other substance which would likely impair the participant in the use of any activity. The Company reserves the right to request any such participant to leave their site. The Company's decision shall be final and there shall be no right of appeal against the decision. If the participant refuses to leave then the Company shall be within its rights to cancel the remaining activities and dismiss all participants from their site without refund or any compensation or damages being payable.

8. The Company carries full legal liability cover up to a **limit of £1,000,000** for any one occurrence but unlimited in all in respect of the operation of all Events.

9. Force Majeure

If the Company is unable to perform any of its obligations under this Agreement by reason of any circumstances, cause or event outside its control including (without limitation of the generality of this Clause) any governmental restrictions, adverse weather, riot, commotion, acts of God, industrial action, breakdown of plant or any failure of gas, water service, electricity etc., the Company shall be entitled to be relieved of its obligations hereunder to the extent to which performance of the obligations is prevented, frustrated or suspended. The Company will use its best endeavours to reschedule the event as soon as practicably possible after such occurrence as listed. In the event that it is not possible to reschedule for any reason the circumstances of non-performance of the obligations of the Company hereunder shall not entitle the Client to claim damages of any kind whatsoever whether direct, indirect or consequential.

10. Refusal of Admission

The Company reserves the right in its absolute discretion to object to the attendance, on behalf of or at the request of the Client, of any person(s) and the Company reserve the right in its absolute discretion to refuse admission to the Client or any of the Participants..

11. Late Arrivals

The Company reserves the right in its absolute discretion to refuse admission to the Client or any of the Participants should they arrive later than the scheduled arrival time or miss the safety briefing. The Company shall not be held responsible for event any times being cut short as a result of Client or Participant lateness. The Client or Participants shall not be entitled to any refund as a result of any event being cut short.

12. Variations

No variation of this Agreement shall be binding upon the parties to this Agreement unless it is in writing and signed by the parties.

13. Amendments

No relaxation or indulgence which the Company may from time to time extend to the Client shall in any way prejudice or act as a waiver of the Company's rights hereunder.

14. Event Timing

Whilst every effort is made to ensure that the Client or Participants do spend an hour on each event the Company cannot be held responsible if for any reason the time is less or the event is cut short. The Client or Participants shall not be entitled to claim any refund in part or on the whole of the amount paid.

15. Non Attendance by Client

If for any reason the Client does not attend the event then the "Lead Name" or such person who represents the Client will supply at the request of the Company an acceptable form of Identification such as a valid Driving Licence, a Valid Passport such identification must include a Valid address. Moreover, and to prevent Fraud the "Lead Name" will be required to guarantee the booking by furnishing details of a Valid Credit/Debit Card which, in the event of the original Credit/Debit card being charged back, declined or cancelled then the "Lead Names" Credit/Debit Card will be substituted and payment in respect of all the activities undertaken will be charged to the substituted Credit/Debit Card and by signing the Credit/Debit card form the Lead Name irrevocably agrees to authorise such transaction. In the event that the "Lead Name" refuses to comply with this clause then the event will be cancelled and no refund will be given.

16. Vouchers

Vouchers are only redeemable during the life time purchased i.e within 3months or 6 months. Vouchers must be used during their purchased lifetime and cannot be redeemed for a date outside the original purchase period. Unused vouchers or expired vouchers are not refundable. Vouchers can be extended (subject to a small administration charge) however they must be extended before the voucher expires. Vouchers may only be extended once during their lifetime

17. Activities in General

The Company reserves the right in its sole discretion to change or swop activities without notice if in sole opinion of the Company it is not possible for reasons outside the Company's control to run a particular activity. Should the Client or participant refuse to accept the change then a voucher for the original activity will be offered and the Client or participant will have no other claim against the Company.