



TERMS & CONDITIONS

Terms and Conditions for Zap Combat Centre, hereafter known as 'The Company' together with all The Company's associated companies and brands

BOOKING PROCESS

1. Bookings can be made by telephone or online through email. The bookings department can also be contacted by email on: info@zapcombat.co.uk.
2. To book a specific time on a specific date we require the game fees to be paid as a deposit. This deposit prevents others from booking this sporting event on a specific time on a specific date and is therefore non-refundable at the point the deposit is paid and the booking is confirmed. This complies with Regulation 6 within the Distance Selling Regulations issued by the Office of Fair Trading.
3. Outstanding balances for discounted paintballs must be paid for no later than 2 working days prior to event date.
4. Once payments are received for upgraded or discounted paintball packages they are non refundable in accordance to the cancellation charges stated below. In the event that members of the group are a 'no-show' on the date pre-purchased paintballs through Zap Combat Centre can be used by the remaining players in the group. Pre-Purchased paintballs through a booking agent are non refundable or transferable for those players who do not attend. Unused pre-purchased paintballs cannot be removed from the paintball site under any circumstances.

AGE RESTRICTIONS

The minimum age for Low Impact Paintball is 8 years old, and for Laser Combat is 6 years old. When placing your booking you are advised of this age restriction. Please ensure that you comply with the minimum age restriction as players attending who do not meet the minimum requirement will be turned away from the site.

In line with UKPSF guidelines:

- Players under the age of 16 years must have a responsible adult on site at all times. In addition, we must be in receipt of a signed parental consent form before they can take part. This is provided to every customer at the time of booking

CANCELLATION CHARGES

Once your booking is processed, your right to cancel without penalty ends as designated by The Office of Fair Trading as we have booked you into a sporting event at a specific date at a specific time. Therefore the terms of cancellation are as follows:

- Once a booking is processed – loss of deposit
- 31 days or more prior to the event – Full refund of monies paid less the deposit. Your deposit is the Game Fee, which you paid on booking
- Our accepted date of cancellation is the date that your written cancellation is acknowledged in writing by The Company. If catering or any other supply is included in the package, this may also be subject to cancellation charges. No verbal cancellations are accepted. Cancellations must be sent via email to info@zapcombat.co.uk.
- Stated cancellation times include weekends and bank holidays
- Any reduction in numbers must also be confirmed by The Company in writing to be considered valid. Cancellation charges as above apply in the event of a reduction in numbers in all cases. Under circumstances out of our control, including but not limited to; extreme weather or other natural damages to sites, unexpected group cancellations, or other events which may create unacceptable risk to health and safety or the inability to run an acceptable standard of game, we reserve the right to cancel your booking or offer an alternative date or site for your booking. Under such circumstances our liability is limited to a full refund of all monies paid. We do not accept liability for any additional or associated costs that may be incurred as a result of the cancellation or necessary change. Paintball is an all-weather sport and will normally proceed regardless of weather conditions. In adverse weather conditions you should assume your booking will proceed unless directly advised by us otherwise.

ARRIVING LATE

All our venues require participants to be ready to take part in the activity 30 minutes or at the very latest 15 minutes prior to a designated 'start-time' to enable a full safety briefing to take place. All our venues will do their best to accommodate late arrivals but this cannot be guaranteed, especially during busy periods. It is unlikely that customers will be allowed to participate if they have missed the pre-session briefing and safety talk. Some of our venues will make an exception to this and provide individual safety talks and briefings, but this is entirely at the individual venue's discretion and cannot be guaranteed. The booking will normally be treated as a cancellation in the event of late arrival with the loss of all monies.

EXCLUSION FROM VENUE

The host venue has the right, at all times, to refuse participants access to the booked activity at any stage of the booking and remove them from their venue if in their opinion the participants are under the permitted age; are unfit to take part in the activity because of physical or mental impairment; be under the influence of alcohol or drugs; have arrived too late to take part in the pre-activity briefing; consider them to be a danger to themselves, other participants or members of staff ; or are displaying aggressive and abusive behaviour (verbal or physical). If any of these occurrences apply, the booking will have been deemed to have been cancelled and full cancellation charges will apply.

Should any participant damage the property of the venue or verbally or physically injure a member of the staff or other participants, they will be dealt with by the venue management accordingly and may face prosecution by the venue. The Company will not become involved in such matters other than to supply the necessary authorities with contact details of the offending party / parties. Any communications relating to such matters should be conducted between the venue, the offending party / parties and the authorities.

PERSONAL SAFETY

Whilst all our activities are as safe as they can be, safety instructions must be followed at all times as well as any instructions from the instructors or marshals on the day. You are advised not to attempt to go beyond your capabilities or engage in risky or daring behaviour. All physical activities by definition involve an element of risk so it is a given that you undertake the activity with the full understanding of this and accept responsibility for your own safety and the risks involved in taking part. In the case of more than one person taking part under one booking it is a given that the person booking the group with us has relayed the details of the activities to the group and that the individuals in the group have acknowledged the possible risks involved and that they have agreed to take part on this basis. All our venues carry public liability insurance, however you are advised to ensure that your personal insurance cover is up to date and that you are covered for taking part in such activities.

LATE START

Due to the nature of our activities, unforeseen circumstances can delay the start of an event. In all cases the venue will endeavour to minimise your inconvenience and will offer you a later start time or, in some cases, an alternative date. The action taken will be dependent on the circumstances surrounding the situation. As such incidences cannot be predicted your understanding is appreciated. Should you choose not to accept the alternative time offered to you and do not take part in the activity, either on the same date or the alternative date no other recompense will be offered from The Company. All bookings will be subject to these same conditions without exception. All customers will have deemed to have made themselves aware of these Terms & Conditions and will have accepted them as part of their booking with The Company. No verbal or other communication overrides these terms and conditions in any respect whatsoever.

DATA PROTECTION

The Company complies with the principles of the Data Protection Act 1998 and is registered. Those principles require that data be:

- Fairly and lawfully processed
- Processed for limited purposes
- Adequate, relevant and not excessive
- Accurate
- Not kept longer than necessary
- Processed in accordance with the data subject's right
- Secure

OFFICE OF FAIR TRADING & TRADING STANDARDS

The Company and all its associated companies comply with regulations and guidelines as laid down by the Office of Fair Trading and Trading Standards for the service we offer.

SEVERABILITY

All of the provisions, clauses and paragraphs in these Terms and Conditions should be read and construed independently of each other. If any provision, clause or paragraph in these Terms of Business is held to be invalid or unenforceable such provision, clause or paragraph will be struck out and the remaining provisions, clauses and paragraphs will remain in force.

STATUTORY RIGHTS

Your statutory rights are not affected.

JURISDICTION

These Terms and Conditions are governed by English law and you agree to submit to the exclusive jurisdiction of the English courts.

FORCE MAJEURE

The Company will not be liable for any delay or failure to carry out any of its rights, duties and responsibilities under these Terms and Conditions if the delay or failure is caused by circumstances outside of the control of The Company, including, but not limited to acts of god, war, civil disorder or industrial dispute.

WAIVER

Failure by The Company to enforce any of its rights under these Terms of Business is not to be regarded as a waiver of those rights unless the waiver is confirmed in writing. If The Company decides to waive any of its rights under these Terms of Business, this will not inhibit The Company from enforcing those rights at any or all times in the future.