

# BATTLEAXE URBAN AXE THROWING

The Paint Factory, 163 Rutland Road, Sheffield, S3 9PT



www.battleaxesheffield.co.uk



hello@battleaxesheffield.co.uk

### **Terms and Conditions of hire**

Please ensure that there is adequate access for all of the activities including towable equipment (the climbing wall). The climbing wall requires a large swing to enter through gaps and gates on to sites. Most of our activities are large, heavy and require us to take our vehicle to our set up location(s). If you foresee a problem with this, please contact us straight away.

#### **Booking, Prices, Deposit & Balance Payments**

Bookings are subject to a deposit of at least 25% (Deposit is non-refundable unless cancellation is within 48hours of signing a booking form).

The balance is to be paid in full and cleared 14 days prior to the event start date unless an alternative agreement is made at the time of booking.

Where a deposit hasn't been taken, the usual cancellation rates still apply regardless of whether any payments have yet been made.

If after acceptance of the booking the Company agrees with the client to alter any aspect of the booking, the company shall make best endeavours to effect such alteration, but if for whatever reason the Company is unable to do so, the client shall be bound by the original booking.

#### **Cancellations**

Any cancelled booking is subject to the following cancellation fees:

Within 48 hours of signing a booking form - 0%

Over 45 days prior to the event - 25% of total cost or the deposit, whichever is the greater.

Within 44 days prior to event– 50% of total cost

Within 31 days prior to event – 75% of total cost

Within 14 days prior to event – 100% of total cost

Please note, event organisers are advised to take 'Wet Weather Insurance' in the event of adverse weather. BattleAxe Ltd will still attend your event in the case of wet weather, however, will only operate the activities when deemed safe to do so. This is at the discretion of the instructor or team leader. Most of our activities can continue in wet weather.

If we cannot safely run our activities due to extreme weather we will discuss options with the client, including, at our discretion, returning on another day or setting up alternative activities.









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No compensation will be paid, or refund given if cancellation or change by the Company is brought about by war, strikes, disaster, terrorist activities, fire, flood, industrial action, quarantine, extreme weather conditions or any other event outside the control of the Company.

### **Site Location/Access**

We must have access to our set up location from our arrival time.

Hired equipment will be set up in one agreed location and will not be moved once unloaded.

The customer should ensure that adequate access is provided for a large van and turning area for the vehicle plus trailer. We will not attempt to deliver to site if restricted or unsuitable access is likely to cause damage to our equipment. The client will remain liable for full costs if the equipment cannot be delivered to the site designated for operating the activity.

The company reserves the right to refuse delivery if the venue or site is deemed to be unsuitable by our delivery personnel or if the client has failed to notify the company of any delivery obstructions such as sharp turns, gates, soft ground, sudden changing gradients, or excessive loading distances from our vehicle to the set-up location. In such a case no refund will be given, and the full hire fee will be due.

BattleAxe Ltd will not take responsibility for any damage to the ground surface from our equipment, however we will take all precautions to preserve the surfaces we operate on.

#### **Activities and safety**

🍱 🚾 disability

**Garage** confident

The customer is responsible for obtaining medical/parental consent in advanced for any under 18s taking part in activities provided by the company if parents/guardians are not present.

Participants must be physically fit to take part in the activities involved. We will always try to accommodate participants with health conditions and do not have any outright exclusions to participation. Decisions on participation will be made on a case-by-case basis at the instructor's discretion.

Participants may not be allowed to take part in activities, or the activities may be stopped if risk assessment control measures cannot be met. Examples are participant numbers, age restrictions, clothing requirements, adverse weather, or crowd control. The company reserves the right to cease operation and remove hired equipment from site if at any time a representative of the company feels that a guest, participant, public or clients conduct endangers the safety of the guests, clients, themselves, or the safety of the hired equipment. In such cases no refund will be given, and full hire fees will be due to the company.







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The client is responsible for ensuring that suitable security and crowd control measures are in place prior to start of an event.

#### **Liability & Insurance**

The company's liability insurance covers use of the equipment only whilst booked to be supervised by a representative of the company. Any equipment booked on an equipment only hire is not covered by the company's insurance policy and the client is responsible for suitable insurance cover.

The company accept no liability for any damage or loss of personal property and or any injury arising from the use of the hired equipment.

No Liability is accepted for:

- Loss or damage to any property of any person undertaking an activity or any loss, delay, inconvenience, fatal or other injuries or illness suffered by that person unless caused by proven negligence of the Company or its employees.
- Losses or additional expenses due to delays or changes in travel services, sickness, weather, strikes, riots, war, quarantine, or any other cause.

Legal action may be taken against anyone found causing wilful damage the Company's equipment.

### Social Media & Marketing

The company reserve the right to take and use photos / video on site for media and marketing purposes. This doesn't override the need to obtain consent from minors. The company reserves the right to post to its social media regarding the event unless formally requested not to by the client.





