

TERMS & CONDITIONS

CONTRACT

This contract is made between Gravity Fitness Limited ("us" or "we") and you, the person, or company named as the Client in the front sheet of this document (the "Quotation"). We have agreed to provide the catering, hospitality and entertainment services (the "Event Services") for the Event as these are described in the Quotation on the terms and conditions below. The contract between us is formed by the Quotation and these terms and conditions. It becomes legally binding when we receive a signed copy of the Quotation from you together with the Deposit (as described below).

PRICE AND PAYMENT

All Quotations are valid for three (3) months from the date of the Quotation. The anticipated price for the Event Services is set out in the Quotation and is exclusive of VAT (the "Price"). Menu prices listed in our Quotation are based on our costs at the date of the Quotation and are prepared based on the numbers set out in the Quotation.

Our menu prices may change from time to time due to market availability and the cost of raw materials. We reserve the right to vary the Price where there are changes to costs. We will use our reasonable endeavours to keep you informed of any price changes and will try to avoid these changes where possible. If as part of the Event Services we need to engage other service providers, any additional costs and expenses will be set out in the Quotation and included in the Price. Any losses or breakages will be charged by us at the replacement cost.

DEPOSIT

To secure your booking for the Event Services, you must pay us: 50% of the anticipated Price within 14 days of you returning to us your signed copy of the Quotation; the remaining 50% should be paid within 14 days of the event due date.

If you fail to make any payment to us in cleared funds within the time period specified, we will not be obliged to provide any of the Event Services. Furthermore, we reserve the right to apply any deposit already received to compensate us in full for any costs we might have incurred up to such time.

FINAL BALANCE

The final balance of the event minus any deposit should be paid with 14 days of the due date of the event.

We will send you an invoice for the final balance of the event and this must be paid within 14 days of the due date with the final confirmed food choices.

You will make payment to us via Xero invoicing link, as agreed in the Quotation. We may charge interest on any amount payable under this contract, which is not paid by the due date for its payment. Such interest shall be calculated daily at the rate of 3% per month above the base rate from time to time of the Bank of England.

THE EVENT SERVICES

Subject to you fulfilling your responsibilities under these terms and conditions, we will provide the Event Services on the date, at the time, for the duration and at the venue (the "Venue") referred to in the Quotation. At least fourteen (14) working days before an Event, you will send us confirmation of final numbers for the Event. If, in comparison to numbers set out in the Quotation, the final numbers have increased, we will use our reasonable efforts to accommodate your request (although we cannot guarantee that we will be able to do so) and we will update the Final Balance accordingly. If there is a material increase in numbers, we reserve the right to require you to pay us an additional amount in cleared funds before the Event to cover the additional costs we may incur as a result of the increase in numbers; and decreased, we will still invoice you for the number agreed in the Quotation, as we have budgeted for these minimum numbers.

OUR PERFORMANCE STANDARD

In providing the Event Services, we promise that: we will perform the services using all reasonable skill and care and to the standard reasonably expected of a contractor like to us in the premium active entertainment and hospitality industry; and all staff engaged by us under the terms of this contract will be adequately trained and will provide the catering and hospitality services in a professional manner.

CANCELLATIONS

If you cancel an event after making your initial deposit payment you can claim a full cash refund within 24 hours of booking your event.

If for any reason you cancel an Event after you have returned a signed copy of the Quotation to us you will receive a percentage refund of the Deposit paid to us, depending on when we receive your notice of cancellation, as follows:

If cancellation is received more than 14 days before the due date of the event you can reschedule or apply for a credit to the value of the booking to be returned as a gift card.

If cancellation is within 14 days of the event and more than 7 days you are entitled to a 50% credit to your event, if less than 7 days no credit or refund would be automatically eligible. Any circumstances outside of the above will be treated by exception only.

INSURANCE

We will have in force adequate insurance with a reputable insurance company to cover our potential liability under this contract, including without limitation public liability insurance and insurance against property damage. It is your responsibility (and we strongly recommend) that you take out insurance to cover the Event and any cancellation of it.

CONFIDENTIALITY

Both of us will keep confidential and not use any confidential information we obtain about the other (or any of our related companies) in connection with the Event, or any of the arrangements connected to it. This obligation will continue after the Event has taken place.

BANK DETAILS

Gravity Fitness Limited:
Sort Code: 18-00-02
Account Number: 0070 5233
IBAN: GB64 COUT 1800 0200 7052 33
BIC: COUTGB22

NOTES

These terms and conditions affect your legal rights. It is therefore important that you read and understand them.

We are Gravity Fitness Limited and Gravity Franchise Limited. Gravity Fitness Limited is registered with company number 08880970 and our registered office is at Xscape, Colorado Way, Castleford, United Kingdom, WF10 4TA. Gravity Franchise Limited is registered with company number 10963421 and our registered office is at Xscape, Colorado Way, Castleford, United Kingdom, WF10 4TA. Gravity may trade as Gravity Trampoline Parks and (or) Gravity Active Entertainment.

