WOOLABALL BOOKING TERMS AND CONDITIONS AND OPERATING PRACTICES & AGREEMENT.

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Definitions;

Woolaball: Is the business trading name also referred to as THE SITE in this document

Hull paintball & Hull paintball site are our promotional, social network and advertising names **Hullpaintball.co.uk** is our web site domain name and the name of our Facebook promotion pages

Booking confirmation; Booking information - acts as contract, receipt, invoice.

Woolaball booking terms and agreement and operating practices also referred to as the agreement

Booking: All persons/person who belong to your party including spectators/ non players— Your booking is also

personalised/custom/bespoke and made to order specifically for you. Individual or group tickets can be purchased for the booking.

Group booking: Any booking comprised of over two players.

Individual booking: Booking for one person

Tickets/packages: are the same

Play tickets: You buy a play ticket that is applicable to the package you choose

Pay at the gate: Means make payment at the main site entrance gate or on site on the day of the booking

Advanced booking& payment discount (ABAPD): All our normal paintball packages are discounted from our normal retail price. Our ABAPD is an incentive offered to customers who opt to pre book, pre pay and honour the contract. The ABAPD discount is usually £5 off every solo ticket sold and £50 off every Group ticket sold (group tickets are for up to 10 players). Customers who do not pre book and pre pay will not qualify for the ABAPD-however the decision to award the ABAPD is at the sole discretion of the game manager.

The ABAPD can also be removed for those bookings that only pay a deposit and opt to pay at the gate on the day

You: the organiser

Organiser; A mentality competent, responsible Adult Person over 18 years of age who completes this agreement and voluntarily agrees to comply 100 % with this agreement/ensure members of their booking fully comply to this agreement/the informed consent play agreement and also to their and supervise the members of their booking

Adult supervisor; Adult Person/s over 18 years of age who have been appointed by the organiser to supervise their booking. **Booking Reservation Deposit payment**; An agreed non-refundable sum of money is paid to confirm the date and details of the booking. This can be the full amount payable or an amount paid per person determined by THE SITE. (a refundable paypal payment/deposit is by agreement)

Please note - that when customers hand over a deposit they have made a legally binding contract, it doesn't matter whether there is a written agreement or not, and you don't need to have signed anything for the law to take hold.

The basic rule is that a deposit acts as surety for you entering into the contract and effectively guarantees that you will fulfil your side of the bargain. Therefore, if you change your mind and pull out of the deal the supplier is entitled to keep your deposit payment. Confirmation contract; The point at which you confirm you wish use the services of Woolaball by paying a reservation deposit or full payment.

Individual solo packages/ **Tickets**; Are pre purchased tickets for individuals that include pre purchase discount paintballs that also includes the game fee if applicable.

Group packages/Tickets: Are pre purchased tickets for groups that include pre purchase discount paintballs and free bonus/organiser incentive paintballs (if applicable) and also includes the game fees.

Bonus Balls; A free gratuity offered by THE SITE { subject to availability, THE SITE reserve the right to issue or refuse bonus balls and incentives at any time }

Discount paintballs; Paintballs that are charged at a lower price per 100 then the Top line Pay as U Go rate/ recommended retail price. **Organiser incentive;** A form of free gratuity given to organisers on behalf of THE SITE – usually free paintballs (subject to availability)

Game fee: Total fee charged individually or group that covers the cost for all play equipment, and in some cases free paintballs Force Majeure; literally means "greater force". These clauses excuse a party from liability if some unforeseen event beyond the control of that party prevents it from performing its obligations under the contract. Typically, force majeure clauses cover natural disasters or other "Acts of God", war, or the failure of third parties--such as suppliers and subcontractors--to perform their obligations to the contracting party. Force Majeure now includes the covid-19 pandemic and all pandemics and viral outbreaks. It is important to remember that force majeure clauses are intended to excuse a party only if the failure to perform could not be avoided by the exercise of due care by that party.

Cancellation; Organisers are free to issue notice direct to the SITE of their intention to cancel their booking anytime. Cancellation means their booking or members of will be absent from the agreed confirmed day and time. Failure of players under the age of 18 years of age to present a fully completed informed parental consent form signed by a parent or legal guardian constitutes cancellation. **No Show**: Players that have not issued a cancellation notice direct to the site or their booking organiser and simply have not turned up and are absent.

Cancellation Policy explanation; THE SITE can only allocate places up to its maximum capacity. Eg THE SITE must prepare the site, buy paintballs for the numbers booked, if 30 people have booked then that is 30 guns that need to be serviced ,gassed up and prepared, 30 goggles to be cleaned ,30 pairs of body armour , overalls and protective snoods to be laundered and prepared. If only 12 people turn up that constitutes a gross waste of time, resources and capital outlay which affects our profitability. Buying paintballs we don't need soaks up our working capital; paintballs also have a limited shelf life.

Places are allocated on a first come first served basis. When customers book a game of paintball places are then specially reserved. Other potential customers may then be turned away.

Customers who cancel at short notice or who fail to turn up on the day or fail to arrive with signed informed parental consent forms means THE SITE has lost the opportunity to reallocate/ rebook those places. This results in lost business and revenue. 'One would not book and pay for a buffet for 20 persons and expect a refund because only 12 people turned up'

Cancellation of your booking usually prevents others from booking at a specific time on a specific date and is therefore subject to a recognised cancellation policy for leisure activity bookings, which is in line with Regulation 6 2(b) within the Consumer protection (Distance Selling) Regulations 2000 issued by the Office of Fair Trading. Contracts for the provision of accommodation, transport, catering or leisure services (paintball), where the supplier undertakes, when the contract is concluded, *to provide these services on a specific date or within a specific period*. This means that, once the booking is in place/ confirmed via payment, your right to cancel without penalty ends.

Customers who cancel their booking but wish to defer their confirmed booking to another date may do so at THE SITE's discretion and subject to availability (deferral is not guaranteed). An administration re-booking charge applies.

Game deferment: We try to be fair as possible and will always endeavour to seek an amicable solution. If WE offer to defer your booking due to force majeure we will so at no additional charge. If YOU request a deferment of your original booking then an additional charge of £10 per player is required.

Cooling off period; Your booking is bespoke / personalised to your specifications. This means we do not have to offer a cooling off period. When you book a specific date and time it usually prevents others from booking at the same specific time on a specific date and is therefore subject to a recognised cancellation policy for sporting activity/leisure bookings, which is in line with within the Distance Selling Regulations issued by the Office of Fair Trading. This means that, once the booking has been confirmed your right to cancel without penalty ends: HOWEVER as a gesture of goodwill THE SITE does provide a limited cooling off period. This can range from a few hours to a few days dependant of the game day booked. No cooling off period is offered for games commencing the same day.

Low turn out; If only 40% of total number booked turn up. THE SITE also needs to remain in profit and therefore it is essential enough revenue is acquired to justify opening - we will not run at a loss.

I hope you understand this stance THE SITE must take concerning its cancellation policy.

We try to be fair and transparent at all times and we think our customer service is second to none.

Additional payments; All expenses incurred eg Game fees, basic deals, food, gloves, pyrotechnics etc any payment for equipment or services that is applicable to your booking

Paintball account; All expenses incurred by your booking whilst playing paintball

Late arrival policy; You will be informed of your start time. You need to arrive at the THE SITE gate at least 15 minutes prior to your start time. Our gates will open at the start time agreed, our gates will close when all players and non players have signed the entry agreement. If you are going to be late please inform THE SITE as soon as possible.

Unless your booking is an exclusive booking for your party, players from other bookings will be sharing your session. It would not be fair or ethical to keep bookings that have arrived on time waiting for late arrivals. If you are late the main gates will be closed, to gain entry please call 07974630094.

Late entry will be at the total discretion of THE SITE. If the Safety induction process has started and you are late and permitted to play an additional £20 safety induction charge is payable per booking/person. Late entry also constitutes voluntary cancellation and subsequent loss of deposit and fees for game packages. The session will not be extended due to late arrival.

A Child – is any human being under the age of 18 years of age.

An Adult – A person who is 18 years of age or older

Full payment – All expenses incurred - all fees for game packages including deposit.

Payment – deposit/game fee payments will paid via BAC, Credit/debit Card, paypal, cash on the day

Payment request – Is an SMS or email requesting payment for your booking

Low impact paintball - Spring loaded Splat Masters or similar gun that shoot Low impact paintballs up to 100+ feet, at a velocity of 110-140 feet per second. Low impact paintballs are .50 cal ,roughly half the size of regular paintballs. Although there is no age limit for low impact , low impact paintball guns are spring loaded pump action, children under 7 may not be able to pump prime the gun for loading.

Medium impact paintball - Semi automatic (or pump action) paintball gun that shoots .50 cal paintballs at approximately 280 feet per second using a gas propellant.

Normal (high impact) Paintball – Semi automatic (or pump action) paintball gun that shoots .68 cal paintballs at approximately 280 feet per second using a gas propellant.

Breach of contract – Basically means that one or more of the terms and conditions laid out in a contract has been broken. i.e non payment for a service or not paying on time. i.e failure to comply to the following terms and conditions of this contract may constitute a breach of contract.

Upgrades- This is when a customer expresses a wish or informs THE SITE they wish to upgrade to a bigger paintball deal. Package upgrades on the day are not usually permitted, however this at the game managers discretion.

I THE ORGANISER UNDERSTAND AND AGREE......

1. TO CHECK, DOUBLE CHECK AND TRIPLE CHECK HOW MANY PLAYERS HAVE 100 % CONFIRMED THEY WISH TO PARTICIPATE. THAT THEY UNDERSTAND ONCE YOUR BESPOKE/ PERSONALISED BOOKING HAS BEEN CONFIRMED VIA THE PAYMENT OF THE RESERVATION DEPOSIT, FULL PAYMENT IS PAYABLE.

- 2. ONCE YOU HAVE PAID YOUR RESERVATION DEPOSIT YOU HAVE ENTERED INTO A CONTRACT WITH THE SITE
- 3. YOU AGREE TO PAY THE FULL FINAL PAYMENT AGREED ON YOUR CONFIRMATION CONTRACT
- 4. IF FULL PAYMENT OF ANY GROUP PAINTBALL TICKETS/PACKAGES HAVE BEEN PURCHASED IN ADVANCE. IN THE EVENT OF NO SHOW PLAYERS THEN THE ORGANISER MAY USE ALL THE PAINTBALLS INCLUDED IN THE PACKAGE.
- 5. IF FULL PAYMENT OF ANY INDIVIDUAL PAINTBALL TICKERTS HAVE BEEN PURCHASED IN ADVANCE THEN IN THE EVENT OF NO SHOW PLAYERS THE ORGANISER MAY USE THE REMAINING BALANCE OF ANY TICKET/PACKAGE PAYMENT MINUS £15 RESERVATION DEPOSIT PAYMENT PER PLAYER TO BUY ADDITIONAL PAINTBALLS AT THE PAY AS U GO RRP PRICE
- 6. OUR PREFERRED MINIMUM AGE TO PLAY LOW IMPACT PAINTBALL/SPECTATE IS AGE 7. FOR REGULAR PAINTBALL IT IS AGE 11. PLAYERS YOUNGER THAN 7 WILL ONLY BE PERMITTED TO PLAY WITH SPECIAL PERMISSION FROM THE SITE.
- 7. **MANDATORY**: ALL PERSONS COMING ONTO THE SITE PLAYERS, NON PLAYERS MUST SIGN THE AN INFORMED CONSENT BEFORE PERMISSION TO ENTER IS GIVEN.
- 8. **MANDATORY**: ALL PLAYERS/SPECTATORS/NON PLAYERS MUST ATTEND THE SAFETY INDUCTION/AGREEMENT AND THEN SIGN THE DECLARATION THEY UNDERSTAND THE INDUCTION AND AGREEMENT. NO SIGN NO PLAY OR STAY
- 9. **MANDATORY:** THAT ALL PLAYERS/VISITORS UNDER THE AGE OF 18 YEARS WILL NOT BE PERMITTED ENTRY ONTO THE SITE WITHOUT A FULLY COMPLETED PARENTAL INFORMED CONSENT FORM SIGNED BY A PARENT OR LEGAL GUARDIAN AND COUNTERSIGNED BY THE ORGANISER
- 10. ALL CHILDREN, NON PLAYERS, ESPECIALLY UNDER THE AGE OF AGE 11 MUST BE CLOSELY SUPERVISED BY PARENTS, THE ADULT ORGANISER OR ORGANISERS APPOINTED ADULT CHILD SUPERVISORS.
- CHILDREN MUST NEVER BE LEFT UNSUPERVISED.
- 12. CHILDREN OR BOOKINGS WHO DO NOT ARRIVE AT THE SITE WITH SIGNED PARENTAL INFORMED CONSENT FORMS WILL NOT BE PERMITTED ENTRY ONTO THE SITE- FURTHERMORE –THIS WILL ALSO CONSTITUTE AS CANCELLATION RESULTING IN FORFEIT OF DEPOSIT AND FEES PAID.
- 13. AS ORGANISER IT IS MY RESPONSIBILITY TO CHECK ALL PARENTAL CONSENT FORMS/COUNTER SIGN THEM AS CORRECT AND INFORM THE SITE GAME MANAGER AT THE MAIN GATE IF ANY PARENT HAS MADE AN ENTRY IN 'ADDITIONAL INFORMATION' ESPECIALLY IN RELATION TO ANY MEDICAL/BEHAVIORAL CONDITION.
- 14. NO PETS ARE PERMITTED ON SITE –UNLESS PERMISSION IS GRANTED BY THE SITE ALL PETS MUST BE KEPT ON A LEAD AND UNDER CONTROL –THE SITE TAKES NO RESPONSIBILITY FOR THE SAFETY AND WELLBEING OF PETS OR AGGRESSIVE ACTIONS OF THEM-PLEASE DO NOT ARRIVE AT THE SITE AND EXPECT YOUR PET WILL BE PERMITTED ON SITE.
- 15. I UNDERSTAND MY BOOKING MUST BE ESCORTED ON AND OFF THE SITE BY A MARSHAL AND I MUST UNDER NO CIRCUMSTANCES PERMIT ANYONE IN MY BOOKING TO ENTER OR LEAVE THE SITE UNESCORTED.
- 16. THAT THE SITE GATES WILL BE LOCKED FOR THE DURATION OF MY BOOKING TO PREVENT UNAUTHORISED ENTRY AND EXIT FROM THE SITE.
- 17. A PAINTBALL SESSION/BOOKING CAN ONLY BE BOOKED AND CONFIRMED BY A RESPONSIBLE ADULT PERSON 18 YEARS OLD OR ABOVE.
- 18. I AGREE TO PAY A NON REFUNDABLE PAYMENT WHICH WILL ALSO ACT AS A RESERVATION DEPOSIT (see definitions)
- 19. THE MINIMUM DEPOSIT PAYMENT IS £15 PER PLAYER
- 20. A PAYMENT REQUEST WILL BE SENT TO YOU VIA SMS OR EMAIL
- 21. PAYMENT OF RESERVATION DEPOSIT CONFIRMS MY BOOKING AND ALSO CONFIRMS I UNDERSTAND AND FULLY AGREE TO THE TERMS & CONDITIONS AND WORKING PRACTICES IF YOU DON'T AGREE TO THE TERMS AND CONDITIONS THEN PLEASE DO NOT PAY THE DEPOSIT
- 22.
- 23. ALL BOOKINGS WILL RECEIVE A BOOKING CONFIRMATION SMS OR EMAIL WITH THE FOLLOWING INFORMATION 1. Reference name of organiser 2. Date of booking 3. Arrival time 4. Estimated finish time 5. Price of individual / group package which ever is applicable 6. Total price 7. Deposit paid 8. Balance to be paid 9. Number of players 10. Paintballs per player or group 11. If the booking is exclusive or not exclusive
- 24. I WILL CHECK THE CONFIRMATION AND BOOKING DETAILS IF INCORRECT I WILL CONTACT THE SITE VIA SMS OR EMAIL
- 25. IF YOU DO NOT RECEIVE A CONFIRMATION VIA SMS OR EMAIL CHECK YOUR SPAM FOLDER OR CONTACT THE SITE IMMEDIATELY -
- 26. WE ADVISE YOU TO BRING A COPY OF YOUR CONFIRMATION WITH YOU ON THE DAY
- 27. ANY/ALL AMENDMENTS TO THE CONFIRMATION MUST BE AGREED AND CONFIRMED BY THE SITE- AMENDMENTS TO YOUR BOOKING MUST BE SUBMITTED TO THE SITE BEFORE THE FINAL PAYMENT DATE OR 48 HOURS PROCEEDING THE DATE OF YOUR GAME. NO AMENDMENTS CONCERNING A REDUCTION IN PLAYERS OR CHANGE IN PACKAGES CAN BE MADE 48 HOURS PRIOR TO YOUR GAME DAY
- 28. THE SITE WILL ONLY COMPLY/ ACKNOWLEDGE THE LAST BOOKING CONFIRMATION SENT OR RECEIVED. THIS LAST CONFIRMATION WILL SUPERSEDE ALL PREVIOUS CONFIRMATIONS.
- 29. THAT THE SITE MAY SEND NOTIFICATIONS/UPDATES/CHANGES VIA SMS THIS WILL BE ACCOMPANIED BY A NEW BOOKING CONFIRMATION. IF APPLICABLE.
- 30. ALL CANCELLATIONS MUST BE SUBMITTED TO THE SITE VIA SMS OR EMAIL / MAIL
- 31. IF I CANCEL MY BOOKING NO REFUND WILL BE GIVEN FOR MY DEPOSIT PAYMENT AND ADDITIONAL GAME FEES ALREADY PAID. (ref cancellation policy in definitions)

- 32. IF YOU CANCEL YOUR BOOKING YOU AGREE TO HONOUR THE CONTRACT AND PAY ANY OUTSTANDING BALANCE TO THE SITE—In compliance to the recognised cancellation policy for sporting activity bookings, which is in line with the regulation 6 of Distance Selling Regulations issued by the Office of Fair Trading. This means that, once the booking is in place, your right to cancel without penalty ends:
- 33. YOU AGREE TO PAY IN FULL ANY OUTSTANDING BALANCE FOR MEMBERS OF YOUR BOOKING THAT FAILED TO SHOW UP ON THE DAY
- 34. THAT IF I CANCEL MY BOOKING MAY BE DEFERRED AT THE SITE'S DISCRETION. A DEFERRED BOOKING WILL ONLY BE CONFIRMED UPON RECEIPT OF OUTSTANDING BALANCE PAYMENT OF THE BOOKING & REBOOKING FEE.
- 35. ANY DEFERMENT DATE IS SUBJECT TO AVAILABILITY AND FINAL
- 36. ONLY ONE DEFERMENT WILL BE OFFERED AND GIVEN.
- 37. AN ADMINISTRATION RE-BOOKING FEE OF £10 PER PLAYER IS PAYABLE
- 38. LATE ARRIVAL CONSTITUTES CANCELLATION -[LATE ARRIVAL POLICY]
- 39. YOU MUST ARRIVE 15 MINUTES BEFORE GATES OPEN
- 40. ARRIVAL TIME IS MANDATORY BUT MAYBE CHANGED AT THE SITES DISCRETION DUE TO CERTAIN CIRCUMSTANCES
- 41. FINISH TIME IS NOT MANDATORY AND IS APPROXIMATE AND IS SUBJECT TO SITE DISCRETION
- 42. THE SITE RESERVE THE RIGHT TO VARY ARRIVAL AND FINISH TIMES
- 43. I UNDERSTAND WHEN PLAYERS RUN OUT OF PAINTBALLS AND NO ADDITIONAL PAINTBALLS SALES ARE FORTHCOMING THE SESSION WILL END.
- 44. USUAL START TIME IS 9 -9.30AM 12.30 or 1PM LATER START TIMES ARE BY AGREEMENT
- 45. USUAL FINISH TIME IS 2 HOURS AFTER GATES OPEN FOR LOW IMPACT, 3 HOURS AFTER GATES OPEN FOR NORMAL PAINTBALL UNLESS OTHERWISE CONFIRMED
- 46. EXTRA TEA TIME OR EVENING SESSION TIMES WILL BE BY ARRANGEMENT
- 47. OPEN AND CLOSING TIMES ARE SUBJECT TO THE AVAILABILITY OF QUALITY DAYLIGHT AND MAYBE VARIED AT THE SITES DISCRETION.
- 48. CUSTOMERS/ SPECTATORS / VISITORS WILL NOT BE PERMITTED TO LEAVE /EXIT THE SITE BEFORE THE FINISH TIME WITHOUT PERMISSION FROM THE SITE
- 49. MAIN GATE VISIT IF CUSTOMERS/ SPECTATORS / VISITORS WISH TO PREMATURELY LEAVE, THIS WILL TAKE PLACE DURING A REST PERIOD AND WILL BE AT THE SOLE DISCRETION OF THE GAME MARSHAL.. DUE TO THE DISRUPTION TO BUSINESS AND STOPPAGE TIME A £ 10 ESCORT FEE MAY BE CHARGED FOR EACH MAIN GATE VISIT.
- 50. ALL NORMAL PAINTBALL SESSIONS ARE BOOKED AND CONFIRMED ON THE UNDERSTANDING THAT THE PAINTBALL SESSION IS THREE HOURS DURATION (HALF DAY) UNLESS AGREED OTHERWISE
- 51. FULL DAY SIX HOUR PAINTBALL SESSIONS MUST BE BOOKED AND CONFIRMED.
- 52. LOW IMPACT SPLATBALL IS A TWO HOUR SESSION UNLESS OTHERWISE AGREED AND CONFIRMED BY THE SITE.
- ANY REMAINING BALANCE FOR THE BOOKING WILL BE PAID IN CASH OR BAC / BANK TRANSFER USUALLY BEFORE OR UPON ARRIVAL ON THE DAY THE SITE WILL INFORM YOU WHEN TO MAKE PAYMENT. PAYMENT USING A CREDIT/DEBIT CARD OR PAYPAL IS BY PRIOR ARRANGEMENT ONLY. THE FOLLOWING CARDS ARE ACCEPTED. MASTER CARD VISA DEBIT CARDS.
- 54. PAYMENT VIA CHEQUE MUST BE AUTHOURISED BY THE SITE.
- 55. CHEQUE PAYMENTS WILL NOT BE ACCEPTED ON THE DAY OF YOUR BOOKING
- 56. CHEQUE PAYMENTS WILL ONLY BE ACCEPTED FOR PAYMENT OF DEPOSITS OR FULL PAYMENTS
- 57. CHEQUE PAYMENTS MUST BE RECEIVED BY THE SITE AT LEAST 7 DAYS BEFORE THE BOOKING DATE
- 58. YOUR BOOKING WILL ONLY BE CONFIRMED WHEN THE CHEQUE CLEARS IN THE SITE'S BANK ACCOUNT
- 59. THE SITE RESERVE THE RIGHT TO CANCEL AT SHORT NOTICE DUE TO ACTS OF FORCE MAJEURE. MOST COMMON REASONS DAMAGED OR UNSAFE PLAY ZONE DUE TO ACTIONS OF INTRUDERS/TRESPASSERS, ADMINISTRATION ERROR, EXCESSIVE BAD WEATHER, BODILY INJURY, ACCIDENT, ILLNESS,, STAFFING PROBLEMS, COVID-19 QUARANTINE OR ISOLATION OF SITE STAFF. THE SITE WILL OFFER AN ALTERNATIVE DATE FREE OF CHARGE. THE SITE WILL NOT BE RESPONSIBLE FOR REIMBURSING THE ORGANISER OR ANY MEMBER OF THE BOOKING FOR ANY ADDITIONAL COSTS DUE TO FORCE MAJEURE.
- 60. THE SITE ALSO RESERVE THE RIGHT TO CANCEL YOUR BOOKING DUE TO NON COMPLIANCE TO THESE TERMS AND CONDITIONS
- 61. THE SITE ALSO RESERVE THE RIGHT TO CANCEL DUE TO LOW TURNOUT ON GAME DAYS (PLEASE READ CANCELLATION POLICY EXPLANATION) IF RESERVATION DEPOSITS HAVE ONLY BEEN PAID, PAYMENTS WILL NOT BE RETURNED FOR LOW TURN OUT. HOWEVER IF FULL PAYMENT HAS BEEN PAID THE SESSION WILL GO AHEAD.
- 62. THE SITE WILL ONLY GUARANTEE AVAILABILITY FOR CONFIRMED PLAYERS WHO HAVE PAID THEIR RESERVATION DEPOSIT PAYMENT
- 63. ALL PAINTBALL PACKAGES MUST BE BOOKED
- 64. ALL PAINTBALL PACKAGES MUST BE BOOKED TO RECEIVE THE ABAPD
- 65. IF I DO NOT UNDERSTAND THE TERMS/DEFINITIONS OF ANY OF THE SITE VOUCHERS, PROMOTIONS OR OFFER IT IS MY RESPONSIBILITY TO OBTAIN CLARIFICATION FROM THE SITE OR THIRD PARTY PAINTBALL PROVIDER WHO ISSUED THEM.
- 66. THE SITE VOUCHERS, TICKETS OR PROMOTION OFFERS ARE NOT REDEEMABLE FOR CASH I.E A VOUCHER FOR A FREE 100 PAINTBALLS CANNOT BE REDEEMED OR EXCHANGED FOR THE CURRENT CASH PAY AS YOU GO PRICE FOR 100 PAINTBALLS
- 67. IT IS THE RESPONSIBILITY OF EACH CUSTOMER TO CLAIM THEIR LIGHT MEALS ON THE DAY [IF APPLICABLE)
- 68. LIGHT MEALS MUST BE BOOKED IN ADVANCE

- 69. IT IS MY RESPONSIBILITY TO MAKE SURE THE TOTAL BILL INCLUDING ADDITIONAL PURCHASES FOR MY BOOKING [ALL PERSONS] IS PAID IN FULL
- 70. I WILL UNDER NO CIRCUMSTANCES LEAVE THE SITE WITHOUT PAYING MY BILL WITHOUT THE PERMISSION OF THE SITE MANAGER.
- 71. I AGREE I WILL BE RESPONSIBLE FOR ALL UNPAID PAINTBALL CHARGES, CANCELLATIONS AND PURCHASES FOR MY BOOKING.
- 72. I WILL BE ISSUED AN ITEMISED BILL ON THE DAY FOR ALL PAINTBALL EXPENSES FOR MY BOOKING AND IT IS MY RESPONSIBILITY TO COLLECT ALL MONEY AND PAY THE TOTAL SUM DIRECT TO THE SITE GAME MANAGER OR REPRESENTATIVE.
- 73. THE SITE WILL NOT ACCEPT INDIVIDUAL PAYMENTS UNLESS BY PRIOR AGREEMENT.
- 74. IT IS ALSO MY RESPONSIBILITY TO MONITOR/CHECK MY BOOKINGS 'SPEND'/ 'PAINTBALLS USED/ACCEPTED VIA THE TALLY SHEET
- 75. THE SITE WILL NOT BE HELD RESPONSIBLE FOR ANY BOOKINGS/PLAYERS WHO OVER SPEND. PAINTBALLS/SUNDRIES ARE ONLY ISSUED IF THEY ARE REQUESTED AND ACCEPTED
- 76. ALL REQUESTS FOR ADDITIONAL PAINTBALLS AND PRODUCTS IS BY VERBAL AGREEMENT, IN THE EVENT OF A DISCREPANCY THE SITE TALLY SHEET WILL BE USED TO RESOLVE THE ISSUE THIS WILL BE FINAL
- 77. IT IS MY RESPONSIBILITY TO INFORM THE SITE TO 'CAP'/LIMIT THE AMOUNT OF PAINTBALLS ISSUED TO MY BOOKING.
- 78. TO ENSURE AND CONFIRM TO THE SITE WHICH PAINTBALL PACKAGE/S I HAVE BOOKED (TO PRESENT MY CONFIRMATION).
- 79. I UNDERSTAND THAT ALL MEMBERS OF MY BOOKING CAN PURCHASE ADDITIONAL PAINTBALLS OR UPGRADE TO A BIGGER PACKAGE (SUBJECT TO APPROVAL)
- 80. THE ORGANISER/ DELEGATED ADULT SUPERVISOR IS RESPONSIBLE FOR ALL CHILDREN PLACED IN THEIR CARE.
- 81. A PARENTAL /ADULT SUPERVISOR IS REQUIRED FOR PLAYERS UNDER THE AGE OF 14 YEARS.
- 82. IF NO OTHER ADULT FEMALES ARE PRESENT ON SITE A PARENTAL /ADULT SUPERVISOR PREFERABLY FEMALE, IS REQUIRED FOR ANY BOOKING THAT INCLUDES FEMALES UNDER THE AGE OF 18 YEARS
- 83. IT IS THE RESPONSIBILITY OF MYSELF & APPOINTED SUPERVISORS TO SAFELY POLICE AND ENSURE ALL MEMBERS OF MY BOOKING FULLY COMPLY WITH ALL SITE SAFETY AND GAME RULES HOWEVER COMMUNICATED BY THE SITE STAFF. (THE SITE advise all parental supervisors to familiarise themselves with child protection guidelines
- http://www.nspcc.org.uk/Inform/cpsu/helpandadvice/organisations/childprotection/ChildProtectionPolicy_wda60690.html#Good_practice_guidelines
- ">http://www.nspcc.org.uk/Inform/cpsu/helpandadvice/organisations/childprotection/ChildProtectionPolicy_wda60690.html#Good _practice_guidelines)
- 84. THE SITE DOES NOT PROVIDE A TRANSLATION/ INTERPRETER SERVICE. ITS IS MY SOLE RESPONSIBILITY TO PROVIDE TRANSLATION / INTERPRETER SERVICE AND PAY ALL COSTS INCURRED
- 85. IT IS MY RESPONSIBILITY TO ENSURE ALL PLAYERS WHO DO NOT UNDERSTAND ENGLISH, UNDERSTAND THE SITE SAFETY AND GAME RULES AND INFORMED CONSENT, AND TO CONVEY ALL INSTRUCTIONS
- 86. I UNDERSTAND IT IS MY RESPONSIBILITY TO FORWARD ALL INFORMATION ISSUED TO ME BY THE SITE TO ALL MEMBERS OF MY BOOKING. FAILURE TO DO SO MAY CONSTITUTE CONTRIBUTORY NEGLIGENCE ON MY PART.
- 87. MY APPOINTED CHILD SUPERVISORS MUST BE A RESPONSIBLE ADULT/S WHO HAVE BEEN VETTED BY MYSELF ALL SUPERVISORS MUST BE FULLY CONVERSANT WITH THE PARENTAL/INFORMED CONSENT AND BOOKING FORM
- 88. ALL PAINTBALL PACKAGES AND THE ORGANISER INCENTIVE FREE PAINTBALLS [if applicable] WORKS ON THE PRINCIPLE 'USE THEM OR LOOSE THEM'. THEY WILL ONLY BE ISSUED TO THE ORGANISER UPON REQUEST.
- 89. THE ORGANISER MUST CLAIM THE ORGANISER INCENTIVE UPON ARRIVAL.
- 90. THE ORGANISER INCENTIVE CANNOT BE CLAIMED ONCE THE SESSION HAS BEGUN OR FINISHED.
- 91. THE ORGANISER INCENTIVE CANNOT BE REDEEMED FOR CASH OR THE VALUE OF DEDUCTED OFF THE BILL.
- 92. THE ORGANISER INCENTIVE IS A FREE GRATUITY AWARDED TO THE ORGANISER FROM THE SITE.
- 93. THE ORGANISER INCENTIVE IS BASED UPON THE ACTUAL NUMBER OF PLAYERS PRESENT ON SITE.. NOT BOOKED.
- 94. IF I PARK ON THE SITE VEHICLE HARD STANDING AREA I FULLY UNDERSTAND IT IS AT MY OWN RISK AND TAKE FULL RESPONSIBILITY FOR ANY DAMAGE TO OR ANY THEFT FROM MY VEHICLE.
- 95. PLEASE KEEP ALL PLAYERS AND NON PLAYERS OFF THE FARMERS FIELDS
- 96. ENSURE YOU BOOKING DOES NOT LEAVE LITTER ON SITE OR OFFSITE/ROADSIDE/FIELDS
- 97. I UNDERSTAND A £ 2 ADMISSION FEE IS CHARGED FOR SPECTATORS AND APPLIES FOR STANDING ROOM ONLY.
- 98. ALL SPECTATORS MUST GIVE UP THEIR SEATS FOR PLAYERS
- 99. I UNDERSTAND THAT THE SITE CANNOT GUARANTEE ADMISSION FOR SPECTATORS ON THE DAY AS SPACE MAY BE LIMITED.
- 100. THE SITE RESERVES THE RIGHT TO REFUSE ENTRY TO SPECTATORS OR TO LIMIT THEIR NUMBER
- 101. YOU MUST CONFIRM TO THE SITE PRIOR TO YOUR BOOKING DATE IF SPECTATORS ARE PERMITTED
- 102. ORGANISER, PARENTAL SUPERVISORS ENTRANCE IS FREE.
- 103. ONE ADULT ORGANISER/SUPERVISOR PER 10 CHILDREN
- 104. I UNDERSTAND MY BOOKING MUST COMPLY WITH ALL SIGNAGE/POSTERS AND FOLLOW THEIR GUIDANCE AND INSTRUCTIONS
- 105. ALL PAINTBALL VOUCHERS/TICKETS/ GIFT CERTIFICATES ISSUED WILL BE HONOURED UPTO THE EXPIRY DATE SPECIFIED ON THE VOUCHER
- 106. ALL VOUCHERS/ GIFT CERTIFICATES MUST BE PRESENTED TO THE SITE GAME MANAGER UPON ARRIVAL AT THE SITE MAIN GATE. NO VOUCHER NO ENTRY.

- 107. ALTERED OR DEFACED VOUCHERS/ GIFT CERTIFICATES WILL BE VOID AND NOT ACCEPTED
- 108. THE SITE MAY CHOOSE TO KEEP YOUR CONTACT DETAILS ON FILE (for our use only) UNTIL SUCH A TIME WE RECEIVE WRITTEN NOTIFICATION FROM YOU TO REMOVE THEM THE SITE WILL USE THESE DETAILS TO FORWARD YOU SPECIAL DEALS AND OFFERS ONLY.
- 109. NO BBQ'S, STOVES, COOKERS OR ANY APPLIANCE THAT USES A NAKED FLAME IS PERMITTED ON SITE BARRING LIGHTERS/MATCHES OF TOBACO PRODUCTS.
- 110. IF MY BOOKING IS SELF CATERING I.E (BRING YOUR OWN FOOD) MY BOOKING FULLY ABSOLVE THE SITE OF ALL LIABILITY WHAT SO EVER CONCERNING ANY ACCIDENT, INJURY OR ILLNESS HOWEVER CAUSED TO MY BOOKING OR THIRD PARTY CAUSED BY MY BOOKINGS SELF CATERING ACTIVITIES
- 111. I UNDERSTAND THE SITE POLITELY SUGGESTS MY BOOKING POSSESS SUFFICIENT TRAINING, FOOD PREPARATION & HYGIENE QUALIFICATIONS AND OBTAIN LIABILITY INSURANCE IF THEY ARE SELF CATERERING
- 112. I ALSO FULLY UNDERSTAND THAT MY BOOKING WILL BE REQUIRED TO REMOVE OFF SITE ALL SELF CATERING FACILITIES AND WASTE PRODUCTS AND MATERIALS (RUBBISH/GARBAGE) AND LEAVE THE REST AREA CLEAN /TIDY AND FREE OF LITTER.
- 113. A STORAGE CHARGE AND DISPOSAL FEE OF £5 PER BLACK BIN LINER MAY BE APPLICABLE FOR NON COMPLIANCE.
- 114. PAINTBALL IS AN ALL WEATHER ACTIVITY SPORT
- 115. ORGANISERS ARE EXPECTED TO PRINT OFF ALL APPLICABLE PAPERWORK FROM THE EMAIL ATTACHMENTS. OR FORWARD THE EMAIL ATTACHMENTS ON FOR PRINTING BY PARENTS
- 116. HARDCOPIES SENT VIA ROYAL MAIL TO ORGANISERS WILL INCUR AN ADMINISTRATION, PRINT & POSTAGE CHARGE. CHARGE WILL BE SET AT THE TIME OF REQUEST.
- 117. BONUS BALLS WILL ONLY BE AWARDED IF 'ALL MEMBERS' OF YOUR BOOKING ARRIVE ON SITE TO PLAY OR IF FULL PAYMENT HAVE BEEN RECEIVED. THE BOOKING WILL NOT RECEIVE BONUS BALLS FOR NO SHOW PLAYERS AND DEFERRED BOOKINGS
- 118. THE SITE OPERATES A 'USE THEM OR LOOSE' THEM POLICY FOR ALL PAINTBALL PACKAGES.
- 119. I UNDERSTAND THAT PAINTBALLS INCLUDED IN ALL PACKAGES ARE DISCOUNTED PAINTBALLS (ABAPD)
- 120. ADDITIONAL PAY AS YOU GO PAINTBALLS ARE PRICED ACCORDINGLY AT A NON DISCOUNT RETAIL PRICE.
- 121. PAINTBALLS ARE ISSUED IN APPROXIMATE AMOUNTS/NUMBERS VIA 100/120/200/250 SHOT HOPPERS —APPROXIMATE 200 250 PAINTBALLS, 100 SHOT POD APPROXIMATE 100 PAINTBALLS, 50 SHOT POD APPROXIMATE 50 PAINTBALLS, HAND FULL APPROXIMATE 15- 20 PAINTBALLS . YOU AGREE TO ACCEPT PAINTBALLS AS APPROXIMATE. YOU UNDERSTAND AND AGREE THAT IT WOULD NOT BE PRACTICAL TO COUNT OUT EACH AND EVERY PAINTBALL, THAT THE SITE WILL USE THE MANUFACTURES LEVEL/VOLUME MARKS AS GUIDANCE WHEN FILLING. (I.E IF A MANUFACTURER STATES A 100 SHOT POD HOLDS 100 PAINTBALLS, IT SHOULD HOLD 100 PAINTBALLS). YOU FURTHER UNDERSTAND THE SITE CANNOT BE HELD RESPONSIBLE FOR ANY MISREPRESENTATIONS MADE BY MANUFACTURERS AND SUPPLIERS.
- 122. ALL PAINTBALLS ISSUED TO CUSTOMERS ARE ISSUED IN GOOD CONDITION AND FIT FOR THE PURPOSE THE SITE IS NOT LIABLE TO REPLACE ANY BROKEN, DAMAGED PAINTBALLS OR SPILLAGES ONCE THESE PAINTBALLS HAVE BEEN ACCEPTED BY THE CUSTOMER. PAINTBALLS ARE FRAGILE, DROPPING THE GUN, COLLISION WITH HARD OBJECTS, EXCESSIVE SHAKING CAN FRACTURE PAINTBALLS.
- 123. THE SITE RESERVE THE RIGHT TO EMPTY OUT HOPPERS THAT ARE CONTAMINATED WITH BROKEN PAINTBALLS TO PREVENT GUN BREAKAGE/DAMAGE -RULE 122 APPLIES
- 124. BLOCKAGES AND DAMAGE TO GUNS FROM PAINTBALLS THAT HAVE BEEN PICKED UP OFF THE GROUND AND PLACED IN THE HOPPER WILL INCUR A £10 MAINTENANCE/ STRIPPING DOWN CHARGE. IF A REPLACEMENT GUN HAS TO BE ISSUED THEN A £5 ADDITIONAL RENTAL FEE IS PAYABLE.
- 125. NON PAYMENT / LATE PAYMENT OF PAINTBALL EXPENSES THE CREDIT/DEFAULT PERIOD TO PAY YOUR BILL IS THE DAY OF YOUR BOOKING ALL BALANCES MUST BE PAID ON ARRIVAL OR AT THE FINISH OF THE SESSION. CHARGES AND INTEREST WILL BE CALCULATED FROM THE TIME YOUR BOOKING IS SCHEDULED TO FINISH. "We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms."

Late Payment of Commercial Debts (Interest) Act 1998, Late Payment of Commercial Debts Regulations 2002
I FURTHER UNDERSTAND THAT SHOULD I FAIL TO LEGALLY DISCHARGE ANY LIABILITY INCURRED BY MYSELF I SHALL BE LIABLE FOR
ADMINISTRATIVE AND LEGAL COSTS, INTEREST AND BANK CHARGES. THE SITE OPERATES A ZERO TOLERANCE POLICY — THE SITE WILL
PURSUE THROUGH THE COURTS AND DEBT COLLECTION AGENCIES/SHERIFFS ALL UNPAID COSTS AND CHARGES REGARDLESS OF
AMOUNT EVEN IF IT MEANS WE WILL SUFFER A FINANCIAL LOSS. Late Payment of Commercial Debts (Interest) Act 1998,
Outstanding balance/debt —payment must be made within seven days of receipt of invoice. All invoices will be sent via 'signed for'
Royal Mail. Signed for mail is tracked and confirmed when received.

None payment will result in the following action;

Interest will be charged at the reference rate' of the Bank of England plus 8% from the day after the last day that it should have been paid Debt x interest rate x (the number of days late/365) = interest

Compensation; Further charge of £40 will be payable and for "reasonable costs" associated with recovering the late payment that exceed the fixed sum will also be charged. This will include compensation for example, fees for a debt collection agency service. Postal service, County Court Judgment, legal service and an administration charge of £30 per hour for time delegated by THE SITE paintball to pursue the debt/ outstanding balance. 1. 1st Letter/invoice sent 'signed for' via Royal Mail no charge 2. All reminder letters will be charged £15 per letter 3. Three reminder letters will be issued before proceeding to recover the debt/outstanding balance via debt collection agency service, County Court Judgment, civil court proceeding.

- 126. ALL TICKETS FOR GROUP PACKAGES MUST BE PAID IN FULL. DEPOSIT + BALANCE REMAINING ON PACKAGE = FULL PAYMENT (UNLESS OTHERWISE STATED BY THE SITE) PLEASE REMEMBER YOU ARE PAYING FOR A GROUP PACKAGE NOT INDIVIDUAL PACKAGES. EACH GROUP PACKAGE IS FOR 2 -10 PLAYERS, PLACES WILL BE RESERVED FOR THE NUMBER OF PLAYERS CONFIRMED —I.E IF YOU BOOKED 7 PLACES, ONLY 7 PLACES WILL BE RESERVED. THE TOTAL PAINTBALLS FOR THE PACKAGE WILL BE DIVIDED EQUALLY (or as near as) BETWEEN THOSE PLAYERS CONFIRMED AND WHO ATTEND.
- 127. YOU MAY BOOK/BUY MULTIPLE TICKETS FOR GROUP AND INDIVIDUAL SOLO PACKAGES AND MIX AND MATCH I.E BOOK A GROUP PACKAGE AND THREE INDIVIDUAL GROUP PACKAGES TICKETS FOR GROUP PACKAGE PAYMENT TAKES PRECEDENCE AND PRIORITY OVER TICKETS FOR INDIVIDUAL SOLO PACKAGES
- 128. RESERVATION DEPOSIT PAYMENTS MUST BE PAID BEFORE THE DEADLINE ON YOUR PAYMENT REQUEST. IF RESERVATION DEPOSITS HAVE NOT BEEN PAID BEFORE THE DEADLINE THEN PLEASE RE CONFIRM AVAILABILITY WITH THE SITE BEFORE MAKING YOUR DEPOSIT PAYMENTS.
- 129. IF PAYMENTS HAVE BEEN MADE AFTER THE DEADLINE. AND THERE IS NO AVAILABILITY YOU WILL BE LIABLE TO PAY ALL TRANSACTION CHARGES APPLICABLE TO A PAY BACK/REFUND -MINIMUM £5.
- 130. UPGRADES UPGRADING YOUR PACKAGE BOOKED TO A BIGGER PACKAGE YOU CAN UPGRADE YOUR PACKAGE BY GIVING NOTICE VIA EMAIL OR SMS. VERBAL CONFIRMATION FOR UPGRADES ON THE DAY OF PLAY ARE BINDING, PLAYERS OR ORGANISERS MUST INFORM THE SITE THAT THEY WANT AN UPGRADE BEFORE THE START OF THE SESSION. UPGRADES MAY SOMETIMES ALSO BE REQUESTED AND ACCEPTED ONCE THE SESSION HAS STARTED. ALL UPGRADES ARE SUBJECT TO AVAILABLE STOCK OF PAINTBALLS
- 131. ONCE THE SITE HAS BEEN INFORMED A PLAYER OR BOOKING HAS BEEN UPGRADED THE UPGRADE IS BINDING AND CANNOT BE REVERSED IF PAINTBALLS HAVE BEEN ACCEPTED. IN THE EVENT A PLAYER HAS NOT USED ALL THEIR PAINTBALLS THEN THEIR BILL WILL BE CALCULATED ON THEIR ORIGINAL PLAY TICKET/PACKAGE AND ADDITIONAL PAINTBALLS CHARGED AT THE PAY AS U GO PRICE.
- 132. UPGRADES ARE SUBJECT TO APPROVAL.
- 133. THE SITE RESERVES THE RIGHT TO REJECT ANY REQUEST FOR AN UPGRADE.
- 134. ANY MISTAKES MADE BY THE SITE CONCERNING A QUOTE ON PRICES IS NOT BINDING. ALL MISTAKES ARE NOT INTENTIONAL. IN THE EVENT OF ANY MISTAKE/DISPUTE THE PRICES ON THE OFFICIAL HULL PAINTBALL SITE WEBSITE WILL APPLY.
- 135. PLAYERS ARE PERMITTED TO PLAY THEIR OWN CLOTHING ARMS AND LEGS MUST BE COVERED. THE SITE WILL NOT BE LIABLE FOR ANY DAMAGE OR STAINING TO PLAYERS PERSONAL CLOTHING ARISING FROM PAINTBALL PAINT, WOOD STAIN OR ANY NATURAL OR SYNTHETIC PRODUCT OR SUBSTANCE PRESENT ON THE SITE.
- 136. WHEN THE GOVERNMENT PROHIBITS PAINTBALL –

BOOKINGS MADE 30 DAYS OR MORE BEFORE YOUR BOOKED DATE AND START TIME:

YOU WILL RECEIVE A FULL REFUND OR AN OFFER TO DEFER YOUR BOOKING TO ANOTHER DATE IF THE GOVERNMENT PROHIBITS PAINTBALL 30 DAYS OR MORE BEFORE YOUR BOOKED DATE AND TIME.

YOU WILL NOT RECEIVE A FULL REFUND BUT YOU WILL BE OFFERED THE OPPORTUNITY TO DEFER YOUR BOOKING TO ANOTHER DATE IF THE GOVERNMENT PROHIBITS PAINTBALL 30 DAYS OR LESS BEFORE YOUR BOOKED DATE AND TIME.

DATES AND TIMES ARE:(to the exact hour and minute). i.e If your booking is for the 31st October 12pm then the deadline for a full refund will be the 1st October 12pm

BOOKINGS MADE WITHIN 7 DAYS OR MORE BEFORE YOUR BOOKED DATE AND START TIME:

IF THE GOVERNMENT PROHIBITS PAINTBALL WITHIN SEVEN DAYS OF YOUR SESSION DATE AND START TIME THEN NO FULL REFUND WILL BE GIVEN HOWEVER, YOU WILL BE OFFERED THE OPPORTUNITY TO DEFER YOUR BOOKING TO ANOTHER DATE ALL BOOKINGS THAT ARE DEFERRED ARE SUBJECT TO AVAILABILITY.

- 137. THE SITE CANNOT OFFER REFUNDS FOR THOSE PLAYERS OR BOOKINGS WHO CANCEL DUE TO CONTRACTING COVID-19 PLEASE READ Force Majeure & Cancellation Policy explanation
- **138. DEFERMENT DUE TO COVID INFECTION** ALL BOOKING DEFERMENTS ARE SUBJECT TO THE DISCRETION OF WOOLABALL. WOOLABALL WILL NOT USUALLY OFFER A DEFERMENT. WE WILL ONLY CONSIDER A DEFERMENT UNDER EXCEPTIONAL CONDITIONS eg 128 or BEREAVEMENT . IF YOU WISH TO DEFER YOUR BOOKING DUE TO COVID OR POSITIVE COVID TEST THEN WE WILL ONLY CONSIDER OFFERING YOU A DEFERMENT IF:
- 130,1. 60% OF THE PLAYERS IN YOUR BOOKING CAN PROVIDE PROOF OF AN OFFCIAL NHS /PRIVATE POSITIVE PCR TEST. WOOLABALL WILL NOT ACCEPT LATERAL FLOW TESTS
- 130.2. AN ADDITIONAL DEFERMENT PAYMENT OF £10 PER PLAYER IS PAID IN ADVANCE.
- 131. COMPLAINTS : ALL COMPLAINTS MUST BE SUBMITTED IN WRITING VIA HARDCOPY MAIL TO 23, HU12 9TA OR EMAIL : hullpaintball@gmx.com ALL DATES AND DEADLINES APPLICABLE TO DATE RECEIVED.
- 132. PLEASE READ THESE TERMS AND CONDITIONS BEFORE MAKING ANY PAYMENT— MAKING A PAYMENT MEANS YOU AGREE TO THE SITES TERMS AND CONDITIONS.
- 133. I VOLUNTARY AGREE TO ALL THE TERMS & CONDITIONS.

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