

TERMS & CONDITIONS

These booking conditions, together with our privacy policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Banana Bens Limited trading as Banana Bens ("we", "us" and "our"). Please read these carefully as they govern the relationship between us, and set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking ("the Lead Name") agrees on behalf of all persons detailed on the booking that:

He/she has read these terms and conditions and has the authority to and does agree to be bound by them;

He/she consents to our use of information in accordance with our Privacy Policy;

All information given to us is true and accurate

YOUR BOOKING

A booking is made with us when you pay us for the booking in full or via a deposit. We reserve the right to return your booking money and decline to issue a confirmation at our absolute discretion. A contract will exist between you and us when we issue a confirmation email/message to the lead name that will confirm the details of your booking, which may be either by post or e-mail. Upon receipt, if you believe that any details on the confirmation information or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies.

Should any additional members of the group be added at a later date, it remains the responsibility of the lead name to ensure that any such members agree to be bound by these terms and conditions and are in receipt of all relevant information relating to the booking.

Should you pay a deposit to provisionally book your party and/or session, we require a full payment of the remaining balance no later than 7 days prior to your booking. Should you not make this payment in the require time frame, we reserve the right to cancel your booking, and your deposit will not be refunded.

You are responsible for your own timekeeping. If you do not arrive on time we reserve the right to cancel your booking and no refund will be given.

JURISDICTION & APPLICABLE LAW

These Party Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter that arises between us out of, or in connection with, your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

SPECIAL REQUESTS

Any special requests must be advised to us at the time of booking. Although we will endeavour to meet any special requests, we regret we cannot promise that any requests will be complied with unless we have specifically confirmed this in writing. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

DISABILITIES, ALLERGIES & MEDICAL PROBLEMS

If you or any member of your party has any medical problem, allergies or disability which may affect the booking arrangements of that person, please tell us before you confirm your booking so we can advise as to the suitability of the chosen booking. In any case, you must give us full details in writing at the time of the booking. We may require you to produce a doctor's certificate certifying that you are fit to participate in the booking. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

CHANGES IN PRICE

We reserve the right to amend the price of booking at any time.

CHANGES BY YOU

If you wish to change any part of your booking arrangements after our confirmation email/Facebook message has been issued, you must inform us in writing as soon as possible. This should be done by the Lead Name. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, we reserve the right, entirely at our discretion, to charge you an administration fee of £5 per person per change as well as any applicable rate changes or extra costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable.

Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

IF YOU CANCEL

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. No refunds will be given for bookings that are cancelled.

If you wish to rearrange a booking you must inform us in writing at least 7 days before the booking date. We will endeavour to rearrange your booking where ever possible but cannot guarantee that it will be possible, in which case we reserve the right to cancel your party booking without a refund.

IF WE CHANGE OR CANCEL

The arrangements for Banana Bens Limited are put together in good faith in advance and we must therefore reserve the right to make alterations to and correct any errors to the event details before and after your booking has been confirmed. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your booking.

If we have to make a major change or cancel, we will tell you as soon as possible and you can either have a credit note or accept an offer of alternative booking time.

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

Very rarely, we may be forced by "force majeure" to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

OUR LIABILITY TO YOU

1) We will not be responsible or pay you any compensation for any injury, illness, death, loss (including loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

the act(s) and/or omission(s) of you or another member of your party; or

the act(s) and/or omission(s) of a third party not connected with the provision of the services contracted for and which were unforeseeable or unavoidable; or

unusual and unforeseeable circumstances beyond our or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised (including, without limitation, the circumstances outlined in the section entitled "Force Majeure" below); or

an event which we or the supplier of services, even with all due care, could not foresee or forestall.

2) For the avoidance of doubt, nothing in this agreement shall limit or exclude our liability for death or personal injury resulting from our negligence, for fraud or fraudulent misrepresentation or for any other liability the exclusion or limitation of which is not permitted by English law.

YOUR RESPONSIBILITIES AND LIABILITY

We want all our customers to have an enjoyable experience at Banana Bens Limited. We ask you to remember, however, that you are responsible for your actions and the effect they may have on others. If we, or another person in authority, believe:

your actions could distress, upset, annoy or disturb other customers, our suppliers or our own staff, or put them in any risk or danger, or damage property;

or you are unfit to partake in Banana Bens Limited;

We may prevent you from continuing your booking.

Please bear in mind that you are responsible for your safety and that you are responsible for the condition of the property you occupy. We are not responsible for any accidents which occur in the Banana Bens Limited building due to your inappropriate or irresponsible behaviour, or for any accidents which occur anywhere on properties because of any items or property which you have broken and/or have left in a way in which injury can result.

You are responsible for your own timekeeping. If you do not arrive on time we reserve the right to cancel your booking.

You must be in a fit state to enter the Banana Bens Limited building, if you are not we will not grant you entry.

FORCE MAJEURE

Except where otherwise specified in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is affected by reason of circumstances amounting to Force Majeure. In these booking conditions "Force Majeure" means any event which we or the supplier of the services in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, pandemic and similar events beyond our control may constitute Force Majeure.

COMPANY INFORMATION

Banana Bens Limited; Our registered office is situated at 79 Borrass Road, Wrexham LL12 7EW.