Challenge Woods & Challenge Woods birthday parties Terms and Conditions

These are the terms and conditions (the "Terms and Conditions") which apply to your booking at The Nest, Norfolk Community Hub, Holt Road, Horsford, Norwich, NR10 3AQ ("the Nest") regardless of how the booking is made.

1. The Nest (Norfolk's Community Hub) Limited, (company registration number 10689233) Norwich City Football Club, Carrow Road, Norwich, NR1 1JE (referred to here as "we", "us" and "our").
2. When we refer to "you" and "your" we mean the user of our Website and/or anyone requesting a booking.
3. If you have any questions about the Terms and Conditions or our Website, please contact The Nest Booking Officer on 01603 984000. If you have any questions regarding your booking then please contact us.
4. When you request a booking via our Website, email, over the phone or otherwise it does not mean that your request has been accepted. Your request constitutes an offer to us to accept a booking. All requests are subject to acceptance by us.
5. The Contract will relate only to the booking associated with individual booking. We will not be obliged to supply any services or accommodation which may have been part of your request until the Contract has been formed
6. Any party that is not a party to the Contract between us does not have any right to enforce any of these Terms or Conditions.
7. We accept, BACS, cheques and all major credit and debit cards. We do not accept foreign currency. If you wish to pay by cash you must provide proof of your identity and address for security reasons, on arrival at The Nest, in the form of either your photographic driving licence, or your passport and a current (being less than three months old) bank statement or utility bill.
8. All payment card data that we process, store or transmit adheres to the Data Security Standards as defined by the Payment Card Industry.
9. The Nest is, in accordance with the law, strictly non-smoking within **all** of our buildings
10. When booking a birthday party at the Challenge Woods

    1. There will be a £25 deposit
    2. Full payment is required 14 days before date of the event

11. If you or any members of your party cause any damage to the facility , we reserve the right to charge you for the cost of repair of any such damage.
12. With the exception of assistance dogs, no pets are allowed at the Nest.
13. You are expected to conduct yourself and members of your party at all times in an orderly and acceptable manner and not to disrupt the quiet enjoyment of other guests. We reserve the right to immediately terminate your booking and the booking of any members of your party if we (acting reasonably) deem your conduct to be in breach of this clause.
14. Conduct that we reasonably consider inappropriate and in breach of clause 22 includes but is not limited to:
    1. creating an inappropriate level of noise
    2. drunken or unruly behaviour; and/or any behaviour which other guests or staff find offensive in any way.
    3. failure to adhere to instructions from an Activity Instructor

    We will at all times act reasonably when making any determination under this clause.

15. In the event that we terminate your booking pursuant to clause 13 you will be required to leave your site immediately. You will be held liable for any damage or loss caused by you or a

member of your party. Full payment for any such damage or loss must be paid prior to your departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

16. Challenge Woods rules & information
    1. Users must be supervised by an adult at all times
    2. All people using this area do so at their own risk
    3. Please do not climb onto trees
    4. In the event of bad weather this area will be closed. If this is the case you will be offered suitable alternative dates
    5. Please wear suitable clothing including closed toe shoes, no high heels or studded boots
    6. Piecings should be covered or removed
    7. No smoking
    8. For assistance please contact a staff member in the main office
    9. CCTV is in operation
    10. Only food purchased on site can be consumed – café food available
    11. There are no age restrictions on the Challenge Woods but all participants under the age of 18 must be supervised by an adult. All disabled users must be supervised at all times
    12. Parking at site is entirely at the risk of the vehicle owner and the site will not accept liability for damage to any vehicles for any reason
17. Our obligations to you come to an end when the booking is terminated pursuant to clause 13. We will have no obligation to refund you nor responsible for any expenses or costs incurred as a result of the termination.

    We try to make sure that all information on our Website, including descriptions of our accommodation and activities, are accurate and correct at all times. However, mistakes do happen. We will try to resolve all errors in information on our Website as soon as reasonably possible and if we think that such an error has affected your request and/or Contract with us, we will inform you as soon as reasonably possible. You will then be given the option of re-confirming your booking with the correct information or cancelling your booking.

    If you decide to cancel your booking after we have informed you of a pricing error and you have already paid for the booking, we will give you a full refund as soon as reasonably possible (and in any event within thirty (30) days of cancellation).

    If you Cancel your booking less than 48 hours before the date of your booking or fail to attend your assigned slot then no refund will be given.

18. Our entire liability for losses you suffer under these Terms and Conditions is strictly limited to the price of the Contract.

    We will not be liable to you for any indirect losses which happen as a side effect of the main loss or damage, including but not limited to:

1. loss of income or revenue;
2. loss of business;
3. loss of profits or contracts;
4. loss of anticipated savings;
5. loss of enjoyment;
6. loss of opportunity;
7. loss of data; or
8. waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise.

9. Despite the limitations above, we do not in any way limit our liability:

    1. for death or personal injury caused by our negligence;
    2. under section 2(3) of the Consumer Protection Act 1987;
    3. for fraud or fraudulent misrepresentation; or
    4. for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

27. Where you buy as a consumer, these Terms and Conditions will not affect your rights under law which cannot be otherwise excluded. For more information contact your local Citizens Advice Bureau (www.citizensadvice.org.uk).
28. We will not be responsible for any delay or failure to comply with these Terms and Conditions if the delay or failure arises from any event which is beyond our reasonable control. Such events would include (but are not limited to) fires, floods, earthquakes, storms, natural disasters, war, civil unrest, acts of terrorism, utilities supply failure or malicious damage to or destruction of our premises, equipment or goods.
29. If you breach these Terms and Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach the Terms and Conditions.
30. In the event that one or more of the terms set out in these Terms and Conditions is held to be invalid by a competent authority, the remaining terms shall continue to have effect and you will still be bound by them.
31. Personal information, such as your contact details, that you provide to us during the booking process will be kept and used by us in accordance with our privacy policy.
32. These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
33. We each acknowledge that, in entering into the Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Terms and Conditions.
34. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of the Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Terms and Conditions.
35. For the purposes of the Contract "force majeure" shall mean unavoidable and extraordinary circumstances beyond our control including, without limitation:
    1. acts of God, flood, drought, earthquake or other natural disaster;
    2. epidemic or pandemic;
    3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom;
    4. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
    5. collapse of buildings, fire, explosion or accident; and
    6. any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).
    7. advice from the Foreign Office to avoid or leave a particular country may also constitute a force majeure event.
36. We shall be excused from performance of our obligations under the Contract where circumstances amounting to "force majeure" occur for as long as such circumstances last and affect contractual performance.
37. We shall be entitled at any time whilst "force majeure" continues, in our opinion, to affect the present or future interests of us or you to postpone any services or accommodation to a mutually acceptable future date without incurring any penalty, charge or liability whatsoever.

In the event that this is not acceptable to you, the Deposit shall be non refundable but any additional monies shall be returned to you and in such cases we shall not incur any penalty, charge or liability whatsoever.

36. We reserve the right to change the Terms and Conditions at any time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities
37. You should check the Terms and Conditions posted on our Website before each booking – they may have changed since your last visit.