



## WOLVES PLAY CAFE TERMS AND CONDITIONS

### 1. THESE TERMS

**1.1 - What these terms cover.** These are the terms and conditions on which we supply our outdoor venue hire and events services ("Services") to you.

**1.2 - Why you should read them.** Please read these terms carefully before you confirm a booking with us. These terms tell you who we are, how we will provide our Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 - Who we are.** We are Wolves Play Cafe, a Community Interest Company established in England in 2020. Our address is The Workspace, All Saints Road, Wolverhampton, WV2 1EL. We operate the website [www.wolvesplaycafe.org/](http://www.wolvesplaycafe.org/) ("our website"). We operate services from Boundary Way Allotments and Community Garden, Boundary Way, Wolverhampton. WV4 4NT (**The Venue**)

**2.2 - How to contact us.** You can contact us by telephone on 07487546416, or by writing to us at [info@wolvesplaycafe.org](mailto:info@wolvesplaycafe.org)

**2.3 - How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us in your booking or enquiry.

**2.4 - "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. OUR CONTRACT WITH YOU

**3.1 - Your booking.** How to make a booking depends on the Services you would like to book:

**3.1.1 - To make a booking for our school or group visits for the Venue,** please contact us (see clause 2.2) and we will inform you of the booking process.

**3.1.2 - To make a booking for any of our other Services,** please use our online booking system provided by Bookeo as linked on our website.

**3.1.3 - How we will accept your booking.** Our acceptance of your booking will take place when Bookeo email you on our behalf to confirm your booking, at which point a contract will come into existence between you and us.

**3.2 - If we cannot accept your booking.** If we are unable to accept your booking, we will inform you of this and will not charge you for the services. This might be because we are fully booked, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Services, or because we are unable to meet a date or requirement you have

specified. If you have already paid for the Services, we will refund you the full amount paid.

**3.3 - Your booking number.** Bookeo will assign a booking number to your booking and tell you what it is in your booking confirmation email (see clause 3.1.3). It will help us if you can tell us the booking number whenever you contact us about your booking.

## THE VENUE

**4.1 - The Venue** may vary slightly from its description and pictures. The descriptions or images of the Venue on our website, social media channels and other marketing materials are for illustrative purposes only. The Venue may vary slightly from those images. For example, depending on the season you visit us.

**4.2 - Licence.** We grant you a right for the duration of your booking to enter and use the Venue in accordance with these terms and your booking. You acknowledge that we retain control, possession and management of the Venue and you have no right to exclude us or any member of the Wolves Play Café team from the Venue.

**4.3 - Use of the Venue.** The Venue is an outdoor venue, and you are responsible for ensuring you and all children and adults on your booking, including any supervising or visiting parents, guardians or volunteers (“guests”) use the Venue in a responsible manner. In particular, you agree and undertake to comply with and to ensure your guests comply with the following rules and restrictions whilst at the Venue and any other rules we may make known to you from time to time:

**4.3.1 - Unlawful activities, noise, and nuisance.** You agree not to use the Venue for any activity which is dangerous, offensive, noxious, illegal, or immoral or which may become a nuisance, annoyance, inconvenience or disturbance to us or others.

**4.3.2 - Property and environmental damage.** You must not knowingly or recklessly cause or permit to be caused any damage to the Venue (including any furnishings, facilities, equipment or fixtures and the outside environment) or any other property that belongs to us. You must notify us immediately in the event of any loss, theft, or damage to property at the Venue, and we may charge you a reasonable sum to cover such expenses.

**4.3.3 - Health and safety.** You agree to comply with all reasonable requests by us in respect of health and safety. You must notify us immediately in the event of any incident occurring whilst at the Venue where the incident causes any personal injury or property damage. The Venue is based on allotments, with a number of briars, nettles, fungi and hawthorns and some uneven ground, which inevitably poses a number of health and safety risks to you and your guests. There are also a range of activities that guests can partake in and equipment that guests can use that carry a certain amount of risk; for example, using homemade, non-compliant play equipment and participating in exploratory play activities. Guests may play with items which are not designed as play equipment, such as sticks and rope and other outdoor items. Use of the Venue is entirely at your own risk (see clause 13 for our responsibilities for loss or damage suffered by you). You agree to take and ensure your guests take all necessary precautions when using the Venue.

**4.3.4 - Use of equipment and facilities.** You agree to use and ensure all guests use the equipment provided by us for its proper purpose and in accordance with any instructions provided by us regarding their use.

**4.3.5 - Activities.** As part of our Services, children may partake in a number of activities at the Venue which carry certain health and safety risks. You give your full consent for your guests to partake in these activities and accept full responsibility for any loss or damage incurred as a result of your guests partaking in any activities at the Venue.

**4.3.6 - Supervision of children.** Children must be supervised by a responsible adult at all times. Children are the responsibility of their parents or guardians, and we do not accept any responsibility or liability whatsoever for them whilst at the Venue (see clause 13). The maximum number of children to be supervised per adult is three.

**4.3.7 - Lost property.** You must remove all your personal belongings from the Venue at the end of the event. All lost property will be kept by us for one month after the event and suitably disposed of thereafter. We will not be liable for any losses incurred by you or your guests for damage to or for disposing of any lost property (see clause 13.4).

**4.3.8 Appropriate clothing.** The Venue is an outdoor venue, and it is your responsibility to ensure that you and your guests wear appropriate clothing and footwear for the weather conditions. We will not be responsible for any damage to clothing or footwear (see clause 13.4) or any personal injury caused by your failure to wear appropriate attire (see clause 13.3) whilst at the Venue.

**4.3.9 Medical conditions, allergies, and dietary requirements.** You must inform us of any medical conditions, allergies or dietary requirements of you or your guests attending the Venue as soon as possible after making your booking and before the date of the event.

**4.3.10 First aid.** All first aid instances must be reported immediately to a member of the Wolves Play Cafe team. First aid is offered on a good-will basis by our fully trained leaders to anyone who becomes ill or is injured at the Venue and requires first aid treatment. However, responsibility rests with you, or any supervising adults, to seek NHS medical advice in the event of an injury. We will seek consent before administering first aid wherever possible. However, by attending the Venue, you consent, and agree to procure the consent of all parents or guardians, for all guests under the age of 18 to receive any necessary first aid at the Venue.

**4.3.11 - Litter.** It is your responsibility to remove your own rubbish and take it off site to dispose of responsibly, we recommend recycling where possible.

## **5. YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to your booking, please contact us immediately. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the booking, the dates when payments are due, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## **6. OUR RIGHTS TO MAKE CHANGES**

**6.1 - Minor changes to the Services.** We may change the Services:

**6.1.1** - to reflect changes in relevant laws and regulatory requirements; and

**6.1.2** - to implement minor adjustments and improvements, for example to the facilities of the Venue, or to address a health and safety concern. These changes will not materially affect your use of the Services.

**6.2 - More significant changes to the Services and these terms.** In addition, we may make significant changes to these terms or the Services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect.

## **7. PROVIDING THE SERVICES**

**7.1 - When we will provide the Services.** We will provide the Services to you on the dates specified in your booking.

**7.2 - We are not responsible for events outside our control.** If our performance of the Services is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the event on our performance of the Services. Provided we do this, we will not be liable for delays or nonperformance caused by the event and the time for our performance of the Services will be extended accordingly. If there is a risk of substantial delay or we cannot perform the Services, you may contact us to end the contract and receive the refund for any Services that you have paid for but not received as per the refund policy in 9.2. An "event outside of our control" means any circumstance not within our reasonable control including, without limitation:

**7.2.1** - adverse weather conditions such as snow, sleet, hail, or thunderstorm;

**7.2.2** - force majeure e.g. flood, drought, earthquake, or other natural disaster;

**7.2.3** - epidemic or pandemic such as COVID-19;

**7.2.4** - any law or any action taken by a government or public authority; and

**7.2.5** - collapse of buildings, fire, explosion, or accident.

**7.3 - What will happen if you do not give required information to us.** We may need certain information from you so that we can provide the Services to you. If so, this will have been requested on our website or we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result or any additional costs incurred by us as a result. We will not be responsible for providing the Services late or not providing any part of them if this is caused by you not giving us the information that we need within a reasonable time of us asking for it.

## **8. YOUR RIGHTS TO END THE CONTRACT**

**8.1 - You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong with the Services, how we are performing and when you decide to end the contract:

**8.1.1** - If the Services are not performed in accordance with the contract, you may have a legal right to end the contract (or the Services re-performed or to get some or all of your money back), see clause 11.2 for your legal rights;

**8.1.2** - If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

**8.1.3** - In all other cases (if we are not at fault), see clause 8.4;

**8.2** - Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 8.2.1 to 8.2.4 below, the contract will end immediately and we will refund you in full for any Services which have not been provided or have not been properly provided. The reasons are:

**8.2.1** - we have told you about an upcoming change to the Services or these terms which you do not agree to (see clause 6.2);

**8.2.2** - we have told you about an error in the price or description of the Services you have booked, and you do not wish to proceed;

**8.2.3** - there is a risk that the Services may be significantly delayed because of events outside our control (see clause 7.2); or

**8.2.4** - you have a legal right to end the contract because of something we have done wrong.

**8.3** You do not have a legal right to change your mind. In some circumstances, if you are a consumer and you have purchased services online or by telephone, you have a legal right under the Consumer Contract Regulations 2013 to change your mind within 14 days and receive a refund. These rights do not apply to the contract as our performance of the Services is for a specific date or period.

**8.4** Ending the contract where we are not at fault. Even if we are not at fault, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the Services and you have paid for them. If you want to end the contract before it is completed where we are not at fault, just contact us to let us know. The contract will end immediately, and we will refund any sums paid by you as per the table set out in clause 9.3.

## HOW TO END THE CONTRACT WITH US

**9.1** - Tell us you want to end the contract. To end the contract with us, please let us know by email to [info@wolvesplaycafe.org](mailto:info@wolvesplaycafe.org) ("**Cancellation Notice**"). If you have made a verbal cancellation request by telephone or in person, your cancellation will only be effective from the date we confirm your cancellation in writing. Please provide your name, home address, telephone number, details of the booking and the reason why you are cancelling the booking in the Cancellation Notice.

**9.2** - How we will refund you. If you are entitled to a refund under these terms, we will refund any sums paid by you by the method you used for payment.

**9.3** - Refund entitlement. If you cancel the contract before it is completed, your entitlement to a refund of the price of the Services (or, if you have not made an advance payment, the amount we charge you) will depend on the Services booked and the date on which you end the contract, as follows:

Event	Cancellation before the date of the event	Refund entitlement
Party	Up to 3 days before	Full refund less £25
Programmed play session	After your booking is accepted	No refund
School visits	Up to 2 weeks	Full refund less £25
	After 2 weeks	50% refund or, if the final price of the Services has not been agreed before you cancel the contract, we may deduct from your refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

**9.3.1 - COVID-19 restrictions.** You will be entitled to a full refund of any sums paid by you where the contract cannot go ahead due to COVID-19 legal restrictions or government guidance.

**9.3.2 - When your refund will be made.** We will make any refunds due to you as soon as possible.

## **10. OUR RIGHTS TO END THE CONTRACT**

**10.1 - We may end the contract if you break it.** We may end the contract at any time by writing to you if:

**10.1.1** - you do not make any payment to us when it is due, and you still do not make payment within one week of us reminding you that payment is due;

**10.1.2** - you commit a material breach of any term of the contract; or

**10.1.3** - you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services.

**10.2 - You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract depending on the date on which we end the contract as compensation for the net costs we will incur as a result of your breaking the contract.

**10.3 - We may stop providing the Services.** We may write to you to let you know that we are going to stop providing the Services. We will let you know within a reasonable time in advance of our stopping the Services and will refund any sums you have paid in advance for Services which will not be provided.

**10.4 - We may end the contract due to an event outside of our control.** Where we are unable to perform the Services due to an event outside of our control, we may end the contract and will refund any money you have paid in advance for Services we have not provided (see clause 7.2).

## **11. IF THERE IS A PROBLEM WITH THE SERVICES**

**11.1 - How to tell us about problems.** If you have any questions or complaints about the Services, please contact us immediately. You can telephone us on 07487546416, or write to us at [info@wolvesplaycafe.org](mailto:info@wolvesplaycafe.org). If you have any problems during your event, please speak to one of our staff at the Venue in the first instance. If your complaint has not been resolved to your satisfaction, please raise a formal complaint by writing to us at [info@wolvesplaycafe.org](mailto:info@wolvesplaycafe.org) as soon as possible after the event.

**11.2 Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0800 144 8848.

#### **The Consumer Rights Act 2015 says:**

- (i) You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill or get some money back if we cannot fix it.
- (ii) If you have not agreed a price beforehand, what you are asked to pay must be reasonable.
- (iii) If you have not agreed a time beforehand, it must be carried out within a reasonable time.

## **12. PRICE AND PAYMENT**

**12.1 - Where to find the price for the Services.** The price of the Services will be the price indicated on our website. We take all reasonable care to ensure that the price of the Services advised to you is correct. However, please see clause 12.2 for what happens if we discover an error in the price of the Services you booked.

**12.2 - What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your booking so that, where the Service's correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the Service's correct price at your booking date is higher than the price stated to you, we will contact you for your instructions before we accept your booking. If

we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the Services.

**12.3 - How you must pay.** We accept payment for the Services with debit or credit card or by bank transfer to the bank account we have notified to you for such purpose.

**12.4 - When you must pay for the Services.** When you must pay depends on the Services you have booked:

**12.4.1 - For programmed play sessions** you must pay for the Services in full at the time of booking.

**12.4.2 - For our party package** you must make an advance payment of £50 ("Deposit") at the time of booking. We shall invoice you for the remaining balance for the Services prior to the event and you must pay the invoice by the date of the event in full to the bank account notified to you.

**12.4.3 - For our school visits,** we shall invoice you prior to the event and you must pay the invoice by the agreed payment date in full to the bank account notified to you.

### **13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**13.1 - We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.

**13.2 - We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Services including the right to receive services which are as described and match information we provided to you and supplied with reasonable skill and care.

**13.3 - We are not liable for personal injury or death.** You are responsible for ensuring that you and your guests use the facilities and services at the Venue safely and as directed. You and your guests must behave sensibly and follow any safety warnings or instructions displayed at the Venue or given to you by a member of the Wolves Play Cafe team so as not to hurt or injure yourself or others. We are not qualified to express an opinion that any of your guests are fit to use the equipment or participate in any activity organised at the Venue. In the absence of any negligence or other breach of duty by us, the use of the Venue and participation in any activities at the Venue is entirely at your risk and we shall not be liable for the death or injury to you or your guests resulting from such use or participation.

**13.4 - We are not liable for loss or damage to property.** In the absence of any negligence or other breach of duty by us, we are not responsible for any theft, damage, destruction, or loss of property or belongings at the Venue.

### **14. HOW WE MAY USE YOUR PERSONAL INFORMATION**



We will only use your personal information as set out in our Data Protection Policy. You can find our Data Protection Policy on our website.

## **15. OTHER IMPORTANT TERMS**

**15.1 - We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**15.2 - Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**15.3 - If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**15.4 - Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you fail to make a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

**15.5 - Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.

END OF CONTRACT