

Terms and Conditions

www.droghedaleisure.ie/ Terms and Conditions

Please make sure that you read the booking terms and conditions set out below before proceeding. You will be asked to accept these conditions and that you have read and understood them before you can proceed with your booking.

The following terms of use (these "Terms") establish the terms and conditions that apply to all users ("Users" or "you") of this web site (the "Web Site").

Please read them carefully before using the Web Site. By accessing or using the Web Site, you accept and agree to be legally bound by these Terms and acknowledge that Drogheda Leisure Facilities Limited (Company number: 142172), registered office: Broadcasting House, Rathmullen Road, Drogheda, Co. Louth), as the owner and operator of this Website, has the right to amend or vary these Terms and any of the contents of this Website from time to time in its sole discretion. Amendments or variations will take effect when they are posted on this Web Site and, as a result, you should check the current version of these Terms each time you access or use the Web Site. These Terms, as amended or varied from time to time, apply to all your visits to the Web Site both now and in the future.

INDEMNITY OBLIGATION

AS A USER OF THIS WEB SITE UNDER THESE TERMS, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PLF BOWLING, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, SUPPLIERS, AND ANY OF ITS THIRD PARTY INFORMATION PROVIDERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE LEGAL FEES, HOWEVER ARISING RESULTING FROM ANY VIOLATION OR BREACH BY YOU OF THESE TERMS.

General Disclaimer

Although Drogheda Leisure Facilities Limited has attempted to provide accurate information on the Web Site, Drogheda Leisure Facilities Limited assumes no responsibility for the accuracy or completeness of such information. Your acceptance of these Terms acts as a general release of Drogheda Leisure Facilities Limited and its affiliates, parent companies and subsidiaries (and all of its and their officers, directors, agents and employees) from any liability for any claims, losses or damages arising out of or in any way connected to your use of the Web Site. To the fullest extent permitted by law, Drogheda Leisure Facilities Limited shall not be liable to any person or entity for any direct, indirect, special, consequential or incidental damages, including (without limitation) lost profits or revenues, loss of opportunity, costs of replacement goods or services, loss or damage to data or business interruption, arising out of or related to:

(a) any access to or use of or inability to access or use this Web Site, any other hyperlinked web site or any other information or product included or described within this Web Site; or

(b) any person or entity's reliance on the information presented,

in each case whether arising in tort (including negligence), contract, statute or otherwise even if you have advised Drogheda Leisure Facilities Limited of the possibility of such damages.

All information and content provided on this Web Site is provided without representation or warranty of any kind, either expressed or implied. Without limitation to the foregoing, Drogheda Leisure Facilities Limited does not represent or warrant that the Web Site or any of its contents are accurate, current, complete, free from technical or typographical errors, free from changes or harmful components introduced by third parties or free from periodic interruption or errors of any other type.

Drogheda Leisure Facilities Limited may revise the information or change the products or services mentioned on the Web Site at any time without notice.

Notwithstanding any other provision in these Terms, nothing within these Terms limits or restricts any person's liability for death or personal injury resulting from its negligence or that of its employees or agents.

These Terms and your access to and use of this Web Site is governed by Irish law. This Web Site is not intended to be used or accessed from outside the The Republic of Ireland, and Drogheda Leisure Facilities Limited makes no representation or warranty that the content or materials on this Web Site are appropriate or available for such use or access. If you choose to use or access this Web Site from other jurisdictions, you do so at your own initiative and risk and are responsible for compliance with all relevant local laws. Drogheda Leisure Facilities Limited is not responsible for any violations of law as a result of your actions. Access to or use of this Web Site from jurisdictions where such access or use is illegal is prohibited. Any claims related to this Web Site and/or its content and materials or your access to or use of them shall be governed by Irish law and you agree that the Irish courts shall have exclusive jurisdiction to resolve any disputes arising out of or in connection with any use of or access to the Web Site.

Trade Marks and other such rights

The trade marks and logos ("Marks") displayed on this Web Site are the property of Drogheda Leisure Facilities Limited or other third parties. Users are not permitted to use these Marks without the prior written consent of Drogheda Leisure Facilities Limited or the relevant third party proprietor of the Marks and you acknowledge that any such use may constitute an infringement of the relevant proprietor's rights.

You acknowledge that all intellectual property rights in all materials in the Web Site remain the property of Drogheda Leisure Facilities Limited or the relevant third party proprietor, licensor or other content owner. Except as expressly permitted herein, no portion of the information on this Web Site may be reproduced in any form, or by any means, without prior written permission from Drogheda Leisure Facilities Limited.

Links to Third Party Web Sites

This Web Site contains links to third party web sites. Access to any other web site linked to this Web Site is at your own risk and Drogheda Leisure Facilities Limited

is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these sites or the security of any link or communication with those sites. Drogheda Leisure Facilities Limited reserves the right to terminate a link to a third party site at any time. The fact that Drogheda Leisure Facilities Limited provides a link to a third party web site does not mean that Drogheda Leisure Facilities Limited endorses, authorises or sponsors that web site nor does it mean that Drogheda Leisure Facilities Limited is affiliated with the third party web site's owners or sponsors. Drogheda Leisure Facilities Limited provides these links merely as a convenience for those using the Web Site.

Online Bookings

Except as set out below, there are no rights of refund or exchange and you acknowledge that the cancellation rights contained in Consumer Information, cancellation and other rights Regulations 2013 do not apply to the services we offer.

When you make a booking by way of the ordering process set out on this Website and in accordance with these Terms, the identity of the company with which you are entering into agreement is Drogheda Leisure Facilities Limited (Company number: 142172, registered office: Broadcasting House, Rathmullen Road, Drogheda, Co. Louth)

The Prices of the games of bowling are those displayed on the Website from time to time, during the ordering process, except in cases of obvious error. All prices and fees are in Euro's and include any applicable Value Added Tax.

Payment will be charged to your card at the time of processing your credit/debit card transaction. In some instances, a booking fee of £1.50 per overall transaction will be applied. You cannot use any promotional vouchers or discount cards in conjunction with a booking via this Website except where specifically stated.

Games of bowling/Football and Astro Tots are sold by Drogheda Leisure Facilities Limited at standard prices for the relevant times, and the amount payable for them will be debited immediately. By requesting games of bowling/Football or Astro Tots through the Web Site, you are placing a booking request for them on these Terms.

If Drogheda Leisure Facilities Limited accepts your booking, we will display a confirmation page on your screen at the end of the ordering process, and at this point there will be a contract between you and the Company. Such a contract will be governed by Irish Law and will be subject to the non-exclusive jurisdiction of the Irish Courts. We will also send to you a secondary e-mail confirmation of your completed order, for your information. We do not file details of your order for you to access on this Website, so we recommend that you print out a copy of the confirmation page and/or confirmation e-mail for your records.

When you make a booking via this Website, all transaction details that you provide to Drogheda Leisure Facilities Limited (including your name and credit card details) will be held and used in accordance with our Privacy and Cookie Policy and will be encrypted using SSL (secure sockets layer) technology. Drogheda Leisure Facilities Limited will take reasonable steps to safeguard transaction details, but you acknowledge and agree that the use of Internet booking can never be completely secure. Whilst Drogheda Leisure Facilities Limited will take reasonable steps to safeguard the security of such credit or debit card information you impart through encryption methods, Drogheda Leisure Facilities Limited shall not be liable for any loss or damage you may suffer as a result of the loss of confidential or personal information provided to Drogheda Leisure Facilities Limited via this Website.

To make any payment by credit/debit card, you must provide: the cardholder's name and email address, the card number, the card security code, the card expiry date and (where applicable) the card start date and issue number. For security reasons, the cardholder must be present at the Drogheda Leisure Park at the start of the booking, and you will need to take the same card as you have used to make your booking. Transactions will appear on your bank or card statement as a payment to Drogheda Leisure Facilities Limited.

It is your responsibility to check your booking details as we are under no obligation to rectify mistakes after a contract has been formed. Please also note that we are not under an obligation to provide the services(s) to you at the incorrect (lower) price, even after the confirmation page has been displayed and the confirmation email has been sent to you, if such a pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

Unless otherwise expressly stated on this Website, bookings cannot be amended or refunded.

Disabled access statement

It is the policy of the company to consider the access needs of persons with disabilities to the services and facilities of the company, to make reasonable adjustments to facilitate such needs and to provide appropriate training and information to relevant employees to ensure that these stated aims are met.

The company aims to:

- Be an outstanding provider of Tenpin Bowling and leisure services to all our customers, offering excellent facilities, customer service and value to each and every visitor to Drogheda Leisure Park.
- Recognise the diverse requirements of people with disabilities, aiming always to understand and meet individual needs and provide help and guidance whenever it is required.
- Recognise the commercial contribution made to our business by customers with disabilities. Many such customers enjoy our facilities and desire access to them and it is therefore in the company's commercial interest to ensure access is available wherever possible.
- Provide a company web-site, www.droghedaleisure.ie, which contain details of all our Leisure Park and services and is fully accessible for blind users via a standard 'reader' programme.
- Provide relevant employees with appropriate training to ensure the company meets the needs of individuals with disabilities, so that customers with disabilities are

treated no less favourably than other customers for a reason related to their disability.

- Recognise the requirements of the National Disability Authority Act 1999, and the company shall ensure that reasonable adjustments are made to our Leisure Park to ensure the removal of physical barriers to access to our services and facilities for all of our customers

Privacy

You acknowledge that Drogheda Leisure Facilities Limited is entitled to handle any personal information you might supply to us when you use the Web Site in accordance with our Privacy Policy, which forms part of these Terms and to which you agree.

Non-compliance with these Terms

We reserve the right to investigate any suspected non-compliance with these Terms. If we believe that a violation of these Terms (or any of the rights identified in these Terms) has occurred, we may suspend or bar your access to this Website or take such other corrective action as we deem appropriate.

Miscellaneous

We accept no responsibility for any personal property that is brought to Drogheda Leisure Park.

Price and availability information is subject to change without notice.

We reserve the right to refuse admission to Drogheda Leisure Park should you breach any of Drogheda Leisure Facilities Limited general admission terms or these Terms and we may on occasions have to conduct security searches to ensure your safety.

Drogheda Leisure Facilities Limited failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.

Drogheda Leisure Facilities Limited may assign, transfer or declare a trust over the benefit of its rights and obligations under these Terms to any party at any time without notice to you. You may not assign, transfer or declare a trust over your rights or obligations under these Terms without Drogheda Leisure Facilities Limited prior written consent, which may be withheld in its absolute discretion.

Drogheda Leisure Facilities Limited will not be in breach of these Terms or otherwise liable for any delay in performance of them to the extent that such breach or delay is due to circumstances beyond its reasonable control.

If any part of these Terms is unenforceable, invalid or illegal (including any provision in which Drogheda Leisure Facilities Limited excludes its liability to you), the enforceability, validity or legality of any other part of these Terms will not be affected or impaired in any way.

These Terms embody and set forth the entire agreement and understanding between us and supersede all prior oral representations (including negligent representations) or written agreements, understandings or arrangements with respect to the subject matter hereof. Neither of us shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in these Terms. The provisions of this clause shall not exclude any liability or any right which either of us may have in respect of any statements made fraudulently prior to your acceptance of these Terms or any fraudulent concealment by the other.

Any notice to be given by either of us to the other may be sent by email, fax or recorded delivery to the address of the other. In the case of Drogheda Leisure Facilities Limited, this address shall be Drogheda Leisure Facilities Limited, Broadcasting House, Rathmullen Road, Drogheda, Co. Louth as amended herein from time to time. In your case, such an address shall be that provided at the time of registration or such other address as you may from time to time have communicated to Drogheda Leisure Facilities Limited in writing or by email to info@droghedaleisure.ie If sent by email, a notice shall be deemed to be received on the day it was sent or, if sent by fax, shall be deemed to be served on receipt of an error free transmission report or, if sent by recorded delivery, shall be deemed to be served two days following the date of posting.

Save as expressly provided in the first paragraph of these Terms, no provision of any of these Terms may be amended, varied or waived by Drogheda Leisure Facilities Limited except in writing signed by an authorised representative of Drogheda Leisure Facilities Limited.

Some of the provisions of these Terms are for the benefit of Drogheda Leisure Facilities Limited and its officers, directors, employees, agents, subsidiaries, affiliates, suppliers and third party information providers. Each of these persons or entities shall have the right to assert and enforce those provisions directly against you on its own behalf if you violate any of these Terms. Save for the foregoing, the Contracts (Rights of Third Parties) Act 2001 shall not apply to these Terms and no rights or benefits expressly or impliedly conferred by them shall be enforceable under that Act against the parties by any other person.

We reserve the right to remove the 'wear your own shoes' policy. We'll generally only do so when there's poor weather conditions and we want to protect your safety, and our lanes.

Privacy Policy

Drogheda Leisure Facilities Limited is committed to ensuring that your privacy is protected. This Privacy Policy explains how we use the information we collect about you, how you can instruct us if you prefer to limit the use of that information and procedures that we have in place to safeguard your privacy. All defined terms contained within this privacy policy are defined in our Terms.

We use the information we collect about you to help efficiently administer our business and the services we provide to you in accordance with the Data Protection Act 1998. We take privacy seriously and endeavour to be as open as possible in terms of how your information is used.

General Bookings

If you wish to book games of bowling/Football Pitch Hire or Astro Tots using our Web Site, we will need to know your name, e-mail address and credit card details.

We gather this information to allow us, our agents and sub-contractors to process your booking and to send you an e-mail confirmation of each booking. Packages and offers are subject to availability and at the discretion of Drogheda Leisure Park.

Disclosure of customer information to third parties

Drogheda Leisure Facilities Limited may provide aggregate statistics about our customers, sales, traffic patterns and related site information to reputable third party vendors, but these statistics will include no personally identifying information.

If you have given us your consent to do so during the registration process, we may also provide your information to carefully selected third parties whose products or services we believe may be of interest to you. If subsequently you do not wish us to disclose your information in this way, you may do this via the modify function on the Web Site.

However, Drogheda Leisure Facilities Limited may be required to disclose your personal information to third parties as a result of a court order or pursuant to a statutory or governmental order or decree or to comply with any search warrant or similar presented to Drogheda Leisure Facilities Limited by any law enforcement or government officer.

Sale of business

In the event that our business is sold or integrated with another business your details may be disclosed to our advisers and any prospective purchasers' advisers and will be passed on to the new owners of the business.

Your consent

By using our on-line booking service and submitting your information, you consent to the collection and use of that information by Drogheda Leisure Facilities Limited as set out in this Privacy Policy. If we decide to change our Privacy Policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it. Continued use of the service will signify that you agree to any such changes.

Stay safe at Drogheda Leisure Park

Here at Drogheda Leisure Park we want you to have as much fun as possible while you are here with us, but your safety is always extremely important to us too, so just in case here are some handy hints!

Please ensure that all young children are supervised at all times, and ensure that they do not run around the Leisure Park as this could cause injury. Adults in the group should also make sure children are given the following guidance:

Rockets Bowling

- Do not place your hand inside the ball return at any time. Wait until the ball has returned fully onto the rack, if a ball does not return fully please ask a member of our team to assist you.
- Whilst you are waiting to bowl, please do not touch the balls that are on the rack as your fingers could become trapped when the ball returns.
- Do not step over the White line at the start of the lane surface, our lanes are coated with a special oil varnish to protect them and the surface is really slippery.
- Never go near the bowling machine at the end of the lane, if your ball gets stuck please call a member of our team.
- Should you notice any slippery surface or spill a drink yourself, please call over one of our team members who will be happy to help.
- Pick up the balls carefully and hold with both hands. Children should use the lightweight balls, if a heavy ball falls onto your toes this hurts a lot!

Planet Football;

- Please do not wear studded boots, moulded or otherwise – running shoes, such as trainers etc are all, and only permitted.
- Please do not climb on the netting, nor interfere with goal posts – as these may become loose – if at any time they do, please contact a member of staff.

Astro Tots;

- Parents are required to supervise children at all times, our staff are on hand to assist in the entry process, they are not responsible, or to be used as a babysitting service.
- Children should remove their shoes, and retain their socks at all times whilst in the Astro Tots area.
- Children are advised to stay a maximum of 90 minutes within the area
- Any accidents or incidents should be reported to a staff member whilst the child is still on the premises of Drogheda Leisure Park.
- Under 1's have a specific area to play and should never enter the main Astro Tots arena – On entry the receptionist will advise as to the location of this area.

General Admission Policy

Drogheda Leisure Facilities Limited prides itself on offering an all-round, family entertainment experience. We receive visits from everyone, especially kids, so please behave appropriately and considerately at all times. Anyone who is considered to be intimidating or disturbing to customers or staff alike, will be asked to leave.

We want to see your smiling faces, so please remove your hoods and caps as you enter.

Sorry, but we can't allow under 18's in our bar (Nano Reid's) after 7pm.

Alcohol and social responsibility

We operate Drogheda Leisure Park responsibly, safely and within the law. We want guests to enjoy visiting us and to find safe, welcoming environments, which neither condone nor encourage excessive drinking. We support the objectives of the Licensing Act 1874 and always seek to work closely and constructively with the key authorities, including Police, Fire, Environmental Health and Local Authorities.

For the benefit of all our Customers, please comply with our non-smoking policy in the designated areas.

You'll love the food and drink we have on offer. So please do not bring food in from elsewhere.

Our Teams are brilliant and very valuable to us, so please treat them with the respect they deserve.

The Management reserves the right at all times to search customers or refuse admission.

Thank you and we hope you have a great time