

TERMS & CONDITIONS FOR LEASED EQUIPMENT

Battlefield Sports UK, Unit 26, Caddsdow Industrial Estate, Farm Road,
Bideford, Devon, EX39 3BE, UNITED KINGDOM
Email: paul@battlefieldsports.com Internet: www.battlefieldsports.biz



Battlefield Sports (BFS) is the supplier of the Goods described above (3rd parties supply various key components & accessories). BFS wishes to sell & you wish to buy goods from us upon the terms & conditions contained in this order. Battlefield Sports UK is licensed and regulated by the Office of Fair Trading under the **Consumer Credit Licence 640317**.

CLIENTS SCHEDULE & TITLE

Your order will be processed once all due fees have been received from the asset finance company. Any and all repayments will be subject to the finance company's own terms and conditions. Title of the goods will transfer upon completion of the lease in the view of the finance company.

SHIPPING

On all items **except** inflatables BFS will ship the goods (CIF) to the customer by air freight to nearest major international airport, as specified by the customer. Inflatables will ship by sea freight from China to nearest major sea port specified by the customer. For purchases of 10 or more gaming guns the shipment will be direct to the customer's specified delivery address with no additional customs charges or fees except on inflatables. These freight charges are included in the package price. Shipments of inflatables BFS will assist as far as is practicable in delivering the inflatables from sea port to the customer. Any and all charges incurred will be passed directly to the client.

WARRANTY

The gaming guns are warranted by BFS to be free from defects in material and workmanship under normal use and reasonable care (in the opinion of the BFS) for the full term of your lease covering both parts and labour. Included in this warranty is a loan of a similar, working, Battlefield Sports gaming gun or unit, until such time that yours is repaired and returned to you whereupon the loaned equipment shall be returned to us. Delivery of the loan equipment should be within 2 working days notwithstanding exceptional circumstances. The loan item may be a different model and may be a used weapon, it will however be fully functional. Battlefield Sports shall not accept any responsibility caused by inadequate or unsuitable packaging. This warranty does not cover any product which has been subject to misuse, abuse, neglect, accidental damage, excess heat or moisture, improper voltage or current when charging or alteration that affects the reliability or performance of the unit not attributable to faulty manufacture. In cases which BFS deems the damage to be outside of "normal use" we will still loan you a working gaming gun, however the repair will be performed at cost. Damage to loaned equipment will be charged at cost. Inflatables have a warranty against manufacturer defects for the full term of the lease.

CLIENTS DEFAULT

On the unlikely event of a client's default BFS will assist, where possible, the finance company in recouping any outstanding fees or costs.

SPECIAL ITEMS

All guns will be supplied with red dot scopes already installed except for: Morita Sniper model which comes with a fitted telescopic scope, and the Cobra which has the peep hole sight, unless otherwise specified. All gaming guns & equipment will come installed with a rechargeable NiMH battery. Tier one support is from the user guide and spares kit, you are encouraged to understand your equipment and its upkeep. Free Tier 2 assistance is via phone and email. Tier 3 repair service is return to UK base.

INTELLECTUAL PROPERTY

The client acknowledges BFS owns the Intellectual Property rights in the Goods. This order does not confer in favour of the client any rights, nor does it assign, transfer or give to the client any other right to use or copy BFS's Intellectual Property rights in the Goods. The client must keep confidential all information & technical data disclosed by BFS to the client in the Goods unless prior released to the public domain by BFS. Public domain includes information published to the public on BFS's web sites.

TRADE MARK LICENCE DEED

The client acknowledges BFS as the owner of the "Battlefield LIVE," "S*A*T*R," the "Ready, Aim...Fun!" and the "Battlefield Sports" trademarks. If the client wishes to use the "Battlefield LIVE" trademark in connection with the promotion and provision of entertainment services, BFS agrees to grant the client a non-exclusive, non-transferable, royalty-free licence to use trademark, in the stylized form as depicted in the Guidelines, on the website approved by BFS and hosted by BFS provided the domain name is owned by BFS, and solely to the extent necessary to provide Entertainment Services to customers, and to use the words "Battlefield LIVE" in the company name of the client. The client must not use any of our Trademarks other than as authorised here, and must use our goods, and must not use goods similar to our goods not purchased from BFS, and must ensure services are of merchantable quality, fit for their purpose, of a professional standard and otherwise comply with any applicable law. The client shall comply with the requirements as to the manner and context of use as set out in the Guidelines and such other specifications and standards of quality and performance approved by BFS from time to time including requirements as to quality, materials, workmanship, and content. Further, the client shall not use in connection with its business any trademark that is substantially identical with, or deceptively similar to, any BFS trademark. Commencement date is that date of this signed agreement and will continue for an initial period of 1 year. BFS may amend the Guidelines from time to time at such time, and on such notice as it sees fit.

BAR TO ACTION

The Client agrees that this Order may be pleaded as a bar to any action, suit or proceedings taken at any time by the Client against BFS arising out of or as a consequence of Battlefield Live or any incidental activities. The client agrees to indemnify & keep indemnified BFS against any actions, suits, claims, proceedings, losses, damages, compensation sums of money, costs (including legal costs on an attorney), charges, expenses or demands of whatever nature or kind made by any person in respect of any matter or thing done or omitted to be done, negligence, breach of statutory duty or any matter or thing arising out of the sale, supply to or use of the Goods.

BINDING ON SUCCESSORS

This Order binds the heirs, administrators, executors, personal representatives, dependants (if any) & successors of the Client & ensures for the benefit of BFS & its successors & assigns.

PRIVACY

BFS collects information from you for the primary purpose of providing quality Battlefield Sports entertainment equipment. We require you to provide us with details so that we may properly attend to your needs. This means we will use the info you provide in the following ways: administrative purposes, billing purposes (if required) including credit history checks, disclosure for research & quality assurance activities to improve entertainment services.

USER CONTENT

We welcome your submissions such as testimonial stories or endorsements about your life experiences using the Goods, including your logo. You hereby grant BFS a worldwide, royalty-free, non-exclusive license to reproduce & modify (for purposes of formatting, maintenance or web site administration only) such items. You also grant BFS the right to distribute, create compilations & derivative works, & publicly display & perform such items in any medium, including, but not limited to, republishing this work with the work of other users so that other users may read your work as an example of a successful application of what you have learned. BFS reserves the right, in its sole discretion, to delete or remove your items from BFS web site or databases at any time for any reason without prior notice or liability. To the maximum extent permitted by law, BFS has no liability related to these items arising under the laws of copyright, libel, privacy, obscenity, or otherwise. BFS also disclaims all liability with respect to the misuse, loss, modification, or unavailability of any of these items.

BUSINESS DOCUMENTATION

BFS will provide in electronic form (email) copy of the "Codex: The Basics" this is the first book of basic missions to unlock your battlefield business and run thrilling missions. To order your copy email dave@battlefieldsports.com BFS will also email, on request, one copy of the book "Right on Target," if the client has yet to receive their copy. You also get access to the Battlefield Sports Online University

MARKETING ASSISTANCE

An electronic version of marketing materials used by Battlefield Sports in the operation of Battlefield LIVE will be made available to the customer upon receipt of initial payment upon request from the customer. Password protected access is granted to the Battlefield Sports University (BFSU) which includes, amongst other collateral, access to Australian television commercial scripts and radio advertisement scripts. If requested by the client, the client will be listed on www.BattlefieldLive.com directing new business to the clients business. Contact marketingco@battlefieldsports.com for assistance.

OPERATIONAL ASSISTANCE

Peter Lander, the company founder with 10 years operational experience with Battlefield LIVE will provide, via email, operational support required by the client. Operational assistance includes site selection, field layouts to suit different size fields and groups, packing checklists & booking check lists. Email peter@battlefieldsports.com for assistance. Further UK Specific help and assistance will be rendered by emailing either paul@battlefieldsports.com or dave@battlefieldsports.com

TRAINING

If required by the client, training will be provided on the battlefield at The Big Sheep, Bideford, or alternatively on the battlefield in Brisbane, Australia to the client. Please ask your agent for costs and details. The client is responsible for any travel and accommodation costs incurred during such a visit.

AGREEMENT

The Client agrees to place this order according to the terms & conditions overleaf.

SIGNED by the Client)	
_____))	_____
(CLIENT'S FULL NAME. PLEASE PRINT)))	Signature of Client
Dated:			_____
			Signature of Witness of the Client
SIGNED by BFS)	
_____))	_____
(BFS' REP. PLEASE PRINT)))	Signature of BFS' Rep
Dated:			_____
			Signature of Witness of the BFS Rep