



## Fair Ways Outdoor Adventures Booking Conditions (V1 from 20/01/22)

These Booking Conditions, together with our Privacy Policy at <https://www.fairways.co/privacy-policy/>, and where your event/course is booked via our website, our Website Terms of Use at <https://www.fairways.co/terms-conditions/>, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Fair Ways Care Wales Operations Limited, a company registered in England & Wales with company registration number: 13197301, of Unit 1 Old Legions Place, Perth Y Dion, Resolven, SA114NJ (“we”, “us” and “our”). Please read them carefully as they 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. References to “event/course” refer to the expedition, camp, event, activity, award, field trip, course or relevant arrangements you have booked with us.

By making a booking, the first named person on the booking agrees (or, where an Under 18 Parent / Guardian Consent Form has been signed, the parent/guardian agrees on behalf of the person detailed on the booking) that he/she:

- (a) has read these Booking Conditions and has the authority to and does agree to be bound by them;
- (b) consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- (c) is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the group are of the appropriate age to purchase those services (unless, where applicable, the parent / guardian has completed the Under 18 Parent/Guardian Consent Form); and
- (d) accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

**PLEASE NOTE: We act in the following capacities: as a Package Organiser in the sale of a Package (such as where we organise a trip comprising of accommodation, food and an activity) and as a principal in the sale of a Single Service booking (such as where you make an activity only program).**

Our obligations to you will therefore differ depending upon whether you book a Package where we are acting as the Package Organiser (please see condition 11 for further details of where this will be the case) and as a principal in the Sale of a Single service booking.

Our differing obligations are set out below, in the following separate sections:

- A. **Section A** contains the conditions that will apply to all bookings you make with us;
- B. **Section B** contains the conditions that will apply when you make a Package booking with us, where we are Package Organiser; and
- C. **Section C** contains the conditions that will apply where you make a Single Service booking with us (e.g. an activity only program (multiday or single day), event or course booking where you book your own accommodation or an accommodation only booking), where we are acting as Principal.

## SECTION A – APPLICABLE TO ALL BOOKINGS

### 1. How do you book & pay for your event/course?

A booking is made with us when you:

- (a) Complete and submit the Booking Form;
- (b) Pay the applicable deposit; and
- (c) We issue you with a booking confirmation.

We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking. We will also issue you with an information pack. You must, where requested by us, complete and submit the relevant consent form (either an Under 18 Parent / Guardian Consent Form, or a Group Consent & Final Arrangements Form) no later than seven days prior to the scheduled event start date or, such other date as may be specified in your Client Information Pack.

The payment schedule for your event/course will be set out in your Client Information Pack. The balance of the cost of your event/course (including any applicable surcharge) is due not less than 30 (thirty) days prior to the date on which your event is scheduled to take place or, where your booking includes a number of different events on different dates, the first date on which one of your events is scheduled to take place. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case we shall retain your deposit. In applying these terms and conditions to multiple date bookings each shall be considered as a separate booking, being successfully fulfilled following the delivery of each element.

### 2. Accuracy

We endeavour to ensure that all the information and prices both on our website and in our advertising materials are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the event/course that you wish to book before you make your booking.

### 3. Insurance

Adequate insurance is a condition of your contract with us. You must be satisfied that adequate insurance is in place which fully covers all requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness of all members of your group. If you choose to attend the event/course without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

### 4. Unavoidable and Extraordinary Circumstances

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by Unavoidable and Extraordinary Circumstances. For the purposes of these Booking Conditions, Unavoidable and Extraordinary Circumstances means any event beyond our control the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include: (i) acts of God or other natural disasters such as floods, fires, earthquakes, hurricanes, or other similar weather conditions; (ii) warfare, civil war and acts of terrorism (and threat thereof) or civil strife; (iii) nuclear, chemical or biological disaster (iv) epidemics or pandemics (including but not limited to the ongoing effects of the COVID-19 global pandemic) (v) significant risks to human health such as the outbreak of serious disease at the event/course destination; (vi) the act of or any guidance issued by any government (local or national), government department or other national or local authority or body; and (vii) all similar events outside of our control.

**5. Do you have any special requests?**

Any special requests must be advised to us at the time of booking on the booking form e.g. specialist diet, a particular facility at your accommodation etc. Should special requests need to be made after the time of booking, these must be confirmed in writing (by email). Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

**6. Do you have any disabilities and/or medical problems?**

General: We are not a specialist disabled event/course company. If you or any member of your group has any medical problem or disability which may affect your booking, you must provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen event/course. We may require you to produce a doctor's certificate certifying that you are fit to participate. 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. You must not participate or attend an event/course against the advice of a medical expert or practitioner.

Parents/guardians/teachers: Where any member of the group is under the age of 18, a Participation Consent Form must be completed by an adult. The parent/guardian/accompanying adult must disclose any relevant medical information to us, and any instructors arranging the event/course and give us consent to authorise medical treatment, if required.

**7. How do we expect you to behave?**

You and your group are obligated to conduct yourself in an orderly and acceptable manner you shall not disrupt the enjoyment of others. If in our opinion, or in the opinion of any manager of your accommodation or any other person in authority, your behaviour or that of any member of your group is causing or is likely to cause distress, danger or annoyance to any other clients or any third party, or damage to property or equipment we reserve the right to terminate your booking with us immediately.

In the event of such termination our liability to you and/or your group will cease and you and/or your group will be required to leave your accommodation or event/course immediately. We will have no further obligations to you and/or your group. No refunds for lost accommodation or any event/course will be made, and we will not pay any expenses or costs incurred as a result of termination. You and/or your group may also be required to pay for loss and/or damage caused by your actions, and we will hold you and each member of your group jointly and individually liable for any damage or losses caused by you or any member of your group. Full payment for any such damage or losses must be paid directly to the manager of your accommodation or other supplier or, where it is equipment which belongs to us, to us, prior to the event commencement. 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.

We shall not be responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.

**8. Are you planning to stay in any accommodation or to take part in any additional activities, trips or excursions you have not booked through us?**

Any accommodation, additional activities, trips or excursions that you may book directly with a third party supplier and which do not form part of your booking with us, or which you may choose to book whilst you are on our event/course, are not part of your contracted booking arrangements with us. For all such arrangements and/or services that you book, your contract will be with the supplier/operator of the accommodation, additional activities, trips, or excursions, and not with us. We are not responsible for the provision of such accommodation, additional activities, trips, or excursions or for anything that happens during the course of its provision by the supplier/operator.

**9. Please don't poach our Staff**

To protect our legitimate business interests, you agree that you will not (except with our prior written consent): (a) attempt to solicit or entice away; or (b) solicit or entice away, from our employment or service, the services of any Restricted Person other than by means of a national advertising campaign open to all-comers and not specifically targeted at our staff. You will be bound by this covenant for the period of your booking, and for a period of 12 months after the date of the last event included in your booking.

A Restricted Person is any person employed or engaged by us during the period of your booking, who has been engaged in the provision of the event/course or the management of your booking.

If you breach this covenant, you will, on demand, pay to us a sum equal to one year's basic salary or the annual fee that was payable by us to the Restricted Person plus any recruitment costs we incur in replacing that person. We each confirm that these liquidated damages are reasonable and proportionate to protect our legitimate business interests.

**10. Which jurisdiction and applicable law governs these Booking Conditions?**

These Booking Conditions and any booking to which they apply are governed in all respects by the laws of England and Wales. We both agree that any dispute, claim or other matter which 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.

**11. Miscellaneous**

We may change these Booking Conditions at any time, in which case the amended Terms will be posted on [the website] and will apply from the date we post them. Please check these Terms on each occasion you use the website. If you continue to use the website, you will be bound by the latest Terms.

Any rights not expressly granted in these terms are reserved.

If any of these Terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country which apply to these Terms, then to the extent and within that jurisdiction in which that Term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and the remaining Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

If you breach these Terms and we take no action, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach these Terms.

## SECTION B: PACKAGE BOOKINGS

*This section only applies to Packages booked with us, where we are acting as the Package Organiser (see condition 12). Please read this section in conjunction with Section A of these Booking Conditions.*

### **12. What is a package?**

Where your booking is for a Package that we have organised, as defined below, we will act as a “Package Organiser” and you will receive the rights and benefits under the Package Travel and Linked Travel Arrangements Regulations 2018 (“PTRs”), as outlined in this Section B of our Booking Terms and Conditions. A “Package” exists if you book a combination of at least two different types of the following separate services, for the purpose of the same trip: (a) transport; or (b) accommodation; or (c) rental of cars, motor vehicles or motorcycles (in certain circumstances); and (d) any other tourist service not intrinsically part of one of the above services, provided that those services are purchased together from a single visit to our website and selected by you before you agree to pay; or are advertised, sold or charged at an inclusive or total price; or advertised or sold under the term “package” or a similar term.

### **13. What happens if you cut your event/course short?**

If you are forced to return home early, we cannot refund the cost of any event/course you have not used. If you cut short your event/course and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your event/course not completed or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment, and we suggest that any claim is made directly with them.

### **14. What happens if you change your booking & transfers of bookings?**

Change of Booking:

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing (including by email to [adventures@fairways.co](mailto:adventures@fairways.co)) as soon as possible. This should be done by the authorised signatory/consenting adult on the booking. 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, changes may be subject to payment of an administration fee of £50 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the date on which your event is scheduled to take place or, where your booking includes a number of different events on different dates, the first date on which one of your events is scheduled to take place, that changes are made and you should contact us as soon as possible. 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 in accordance with condition 12.

Transfer of Booking:

If you or any member of your group is prevented from attending the event/course, that person(s) may transfer their place to someone else, subject to the following conditions:

- (a) that person is introduced by you and satisfies all the conditions applicable to the event/course;
- (b) we are notified not less than seven (7) days before the date on which your event is scheduled to take place or, where your booking includes a number of different events on different dates, the first date on which one of your events is scheduled to take place;
- (c) you pay any outstanding balance payment, as well as any additional fees, charges or other costs arising from the transfer; and

(d) the transferee agrees to these Booking Conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in condition 14 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for unused event/course services.

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

**15. What happens if you cancel your booking before the event commencement date?**

If you or any other member of your group decides to cancel your confirmed booking you must notify us in writing (including by email to [adventures@fairways.co](mailto:adventures@fairways.co)) as soon as possible. This should be done by the authorised signatory/consenting adult on the booking. Your notice of cancellation will only take effect when it is received by email by us and will be effective from the date on which we receive it. Should one or more member of a group cancel, it may increase the per person event/course price of those still attending and you will be liable to pay this increase.

Since we incur costs in cancelling your event/course, you will have to pay the cancellation charges as follows:

Period before the date on which your event is scheduled to take place or, where your booking includes several different events on different dates, the first date on which one of your events is scheduled to take place in which you notify us	Cancellation Charge (per head)
30 days or more	20% of total event/course cost per head
Less than 30 days	80% of total event/course cost per head

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

Where you have booked a multi-trip package and you have had the benefit of some of the events but wish to cancel future events, we cannot refund the cost of any event/course you have attended, and the above cancellation charges will apply to the events you wish to cancel.

Important Note: Certain arrangements such as booked accommodation, may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above. Please see your Client Information pack for further information.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges. Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

**Cancellation by You due to Unavoidable & Extraordinary Circumstances:**

You have the right to cancel any confirmed event/course before the date on which your event is scheduled to take place without paying a cancellation charge in the event of Unavoidable and Extraordinary Circumstances occurring at your event/course destination or its immediate vicinity during the period on which your event/course is scheduled to take place, where such Unavoidable and Extraordinary Circumstances will significantly affect the performance of the event/course. In these circumstances, we shall provide you with a full refund of the monies

you have paid in relation to the affected events/course, but we will not be liable to pay you any additional compensation. Where you have booked a multi-trip package and you have had the benefit of some of the events but wish to cancel future events, we cannot refund the cost of any event/course you have attended, and the above cancellation charges will apply to the events you wish to cancel. Please note that your right to cancel in these circumstances will only apply where the Government or a Government Department advises against travel to the event/course destination or its immediate vicinity during the period on which your event/course is scheduled to take place.

This condition 14 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

#### **16. What happens if we change or cancel your booking?**

As we plan your event/course many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

##### Changes:

If we make a minor change to any event/course, we will make reasonable efforts to inform you as soon as reasonably possible if there is time before the date on which the relevant event is scheduled to take place, but we will have no liability to you. Examples of minor changes include change of accommodation to another of the same or higher standard and change to the activity programme where the activity has a similar level of challenge or is suitable for the members of your group.

Occasionally we may have to make a significant change to your confirmed booking. Examples of “significant changes” include the following, when made before the date on which your event is scheduled to take place or, where your booking includes a number of different events on different dates, the date on which the relevant event is scheduled to take place:

- (a) A change of activity centre for the whole or a significant part of your time away to one which has activities which are unsuitable for your group.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.

##### Cancellation:

We will not cancel your booking less than 30 (thirty) days before your event commencement date, except for reasons of Unavoidable and Extraordinary Circumstances or failure (at our discretion) by you to pay the final balance. We may cancel your event/course before this date if, e.g., the minimum number of participants required for a particular event/course, as stipulated in your Client Information Pack, is not reached.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before the event commencement date, we will offer you the choice of:

- i (for significant changes) accepting the changes; or
- ii having a refund of all monies paid; or
- iii if available and where we offer one, accepting an offer of an alternative event/course (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within seven (7) days of our offer. If we do not hear from you within the seven (7) days, we will contact you again to request notification of your choice. If you fail to respond again, we

will assume that you have chosen to accept the change or alternative booking.

#### Compensation

In addition to a full refund of all monies paid by you, we will pay you reasonable compensation, as decided by us in our absolute discretion, in the following circumstances: (a) if, where we make a significant change, you do not accept the changes and cancel your booking; (b) if we cancel your booking and no alternative events/courses are available and/or we do not offer one.

**\*IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your booking more than 30 days before the date on which your event is scheduled to take place or, where your booking includes a number of different events on different dates, the first date on which one of your events is scheduled to take place;
- (c) where we make a significant change and you accept those changes or you accept an offer of an alternative event/course;
- (d) where we have to cancel your booking as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your booking due to Unavoidable and Extraordinary Circumstances (see condition 4).

If we become unable to provide a significant proportion of the event/course that you have booked with us after you have departed, we will, if possible, provide an alternative event/course for you at no extra charge and where such event/course is of a lower standard, provide you with an appropriate price reduction.

#### **17. How to make a complaint**

We make every effort to ensure that your event/course runs smoothly but if you do have a problem during your event/course, please inform the event manager / representative immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact 01639 323353

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office, ideally within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this condition may affect ours and the applicable supplier's ability to investigate your complaint and will affect your rights under this contract.

#### **18. What are our responsibilities for your package booking?**

- (1) We will accept responsibility for the event/course we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package event/course you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the services included in this package. The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours



or our employees' or suppliers' negligence affected the overall enjoyment of your event/course. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the acts and/or omissions of the person affected; or
  - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) Unavoidable and Extraordinary Circumstances (as defined in condition 4).

Furthermore, as we do not handle your personal possessions or luggage, we will not be responsible or pay you compensation for any loss of and/or damage to personal possessions, luggage and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

- (3) We limit the amount of compensation we may have to pay you if we are found liable under this condition: claims which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your group has not received any benefit at all from your booking.
- (4) It is a condition of our acceptance of liability under this condition that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
  - (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
  - (b) relate to any business;
  - (c) indirect or consequential loss of any kind.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement. For example any excursion you book whilst away, or any service or facility which your accommodation or any other supplier agrees to provide for you.

#### **19. Prompt assistance for packages**

If, whilst you are on event/course, you find yourself in difficulty for any reason, we will offer you such prompt assistance and provide relevant information as is appropriate in the circumstances. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of such assistance you require. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your group, or otherwise through your or your group's negligence.

#### **20. Insolvency Protection**

The Package Travel and Linked Travel Arrangements Regulations 2018 require us to provide security for the monies that you pay for your Package event/course, where we are acting as the Package Organiser, in the event of our insolvency. We provide this financial protection for our package events/courses with Protected Trust Services Limited (PTS), Company number 06181223, by way of a trust account.

## SECTION C: SINGLE SERVICE, PRINCIPAL BOOKINGS

*This section applies to all Single Service bookings that you make with us (e.g., an activity only programme (multiday or single day), event or course booking where you book your own accommodation or an accommodation only booking) when we are acting in a principal capacity. Please read this section in conjunction with Section A of these Booking Conditions.*

### **21. What happens if you change or cancel your Single Service booking?**

Changes:

If you wish to change any part of your booking after our booking confirmation has been issued, you must inform us in writing (including by email to [adventures@fairways.co](mailto:adventures@fairways.co)) as soon as possible. This should be done by the authorised signatory/consenting adult on the booking. 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, all changes will be subject to payment of an administration fee of £50 per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the date on which your event is scheduled to take place or, where your booking includes a number of different events on different dates, the first date on which one of your events is scheduled to take place, that changes are made and you should contact us as soon as possible. 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.

Note: Certain Single Service bookings may not be changeable after confirmation and any alteration may result in a cancellation charge of 100%. Further details of this will be set out in your Client Information Pack.

Cancellations:

If you, or any member of your group, decides to cancel your booking after it has been confirmed, the first named person on the booking must email us at [adventures@fairways.co](mailto:adventures@fairways.co). This should be done by the authorised signatory/consenting adult on the booking. Your notice of cancellation will only take effect when it is received in writing (including by email) by us and will be effective from the date on which we receive it. Should one or more member of a group cancel, it may increase the per person price of those still attending the event/course and you will be liable to pay this increase.

Since we incur costs in cancelling your booking, you will have to pay the cancellation charges as follows:

Period before the date on which your event is scheduled to take place or, where your booking includes several different events on different dates, the first date on which one of your events is scheduled to take place in which you notify us	Cancellation Charge (per head)
More than 30 days prior to the event commencement date	30% of total event/course cost per head
Less than 30 days prior to the event commencement date	80% of total event/course cost per head

Certain arrangements (such as booked accommodation) may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% for that part of the arrangements in addition to the charges above. Please see your Client Information pack for further information.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

### **22. What happens if we change or cancel your Single Service booking?**

We may, in certain circumstances, be required to significantly change or to cancel your booking in which case a full refund of all monies paid will be made to you. We regret we cannot meet any expenses or losses that you may incur as a result of any such change or cancellation. Very rarely, we may be forced by Unavoidable and Extraordinary Circumstances (see condition 4) to change or cancel your Single Service booking after the commencement of the event. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result.

**23. What are our responsibilities for your Single Service booking?**

- (1) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the act(s) and/or omission(s) of the person(s) affected; or
  - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
  - (d) an event which we could not, even with all due care, have foreseen or forestalled.Furthermore, as we do not handle your personal possessions, luggage or money, we will not be responsible or pay you compensation for any loss of and/or damage to any luggage or personal possessions and money.
- (2) We limit the amount of compensation we may have to pay you if we are found liable under this condition: claims which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is the price paid by you in total. This maximum will only be payable where everything has gone wrong and you have not received any benefit at all from your booking.
- (3) It is a condition of our acceptance of liability under this condition that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (4) Where any payment is made, the person(s) availability (and their parent or guardian if under 18 years) must also assign to ourselves or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (5) Please note, we cannot accept any liability for any damage, loss of expense or other sum(s) of any description: (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you: or (b) relate to any business.
- (6) We will not accept responsibility for services or facilities which do not form part of our agreement. For example any excursion you book whilst away, or any service or facility which your accommodation provider or any other supplier agrees to provide for you.

**24. No Insolvency Protection**

If you make Single Service bookings (either multiday or single day activities or accommodation) with us, we will not provide financial protection for any such Single Service bookings.

**25. Where you book accommodation yourself or intend to do so but later ask us to make the booking?**

Where you book accommodation yourself:

In these circumstances, your contract for the provision of the accommodation services is with the supplier (and is not with us or included in your booking) and it is the terms and conditions of the supplier which will apply. As such, we accept no responsibility for the provision of the accommodation services. We accept no responsibility for any information about the accommodation services.

Where you ask us to book accommodation on your behalf:

In these circumstances, we will, where you specifically ask us to do so, arrange for you to enter into a booking directly with the applicable supplier of those accommodation services. As an agent we accept no responsibility for the acts or omissions of the accommodation provider or for the accommodation services provided by them. Your contract for the provision of the accommodation services is with the supplier (and is not with us or included in your booking) Your booking for those accommodation services is subject to the terms and conditions of the relevant accommodation supplier and you are advised to read these carefully prior to asking us to make the booking. The accommodation supplier's terms and conditions may limit and/or exclude their liability to you.