

## DEFINITIONS

- The company means Astounding Adventures and subsidiary companies
- The customer means any person, firm, company or other legal entity which places an order or buys any products or services from the company and includes the employees servants, agents or sub-contractors of any such person, firm company or other legal entity
- Service means any course, accommodation or facility offered by the company
- Contract means a contract between the company and the customer for the provision of products or services
- Statutory Interest means statutory interest for the late payment of commercial debts (Interest) Act 1998
- Terms and Conditions means these terms & conditions of provision

## APPLICABILITY

These terms and conditions shall be incorporated into the contract and shall apply in place of and prevail over any terms and conditions contained or referred to in any communication from the customer or implied by custom or practice. Other terms and conditions are expressly rejected by the company.

## BOOKING CONDITIONS

- The contract shall be formed when the company acknowledges acceptance of the customers booking and required payment
- Participation in adventurous activities entails some risk of injury. All staff employed by the company are trained and appropriately qualified to run activity sessions and will at all times proceed in a manner to limit the risk of injury. However, customers need to accept that accidents and injuries can happen
- Any customer under the age of 18 years must have the explicit permission of his/her parent or guardian before being able to take part in any activity/course offered by the company. The parent or guardian need to be aware and accept the risks involved in adventure activities and satisfy themselves accordingly
- The customer is responsible for the safekeeping of all equipment issued for use during the activity/course. With the exception of fair wear and tear the company reserves the right to charge for equipment that has been lost or misused
- All bookings are on the basis that the customer will, at all times, observe the safety regulations set by the company
- The contract is subject to availability of a course place/date and the acceptance by the customer of these terms and conditions
- Neither the company website or literature constitutes an offer and the company may correct any errors or omissions to its published prices at any time prior to the confirmation of the contract in accordance with this condition
- All information is produced in good faith that it is accurate at the time of going to press
- Any current price list replaces all previous price lists
- Course places cannot be provisionally booked or reserved by telephone/fax/email/letter

## FEES

- Places can only be reserved by the company receiving a completed booking form and payment of the full course fee; or
- A completed booking form plus an official purchase order issued by a recognised buying authority confirming acceptance of our terms and conditions upon which we will issue an invoice for the full amount of the course
- Cheques should be made payable to Astounding Adventures and sent to: Astounding Adventures HQ, 2 Hall Cottages, Swanworth Lane, Mickleham, Dorking, Surrey RH5 6DY.
- In the event of any cheque from the customer being dishonoured a charge of £25, or such other sum as the company may from time to time advise the customer will be made to cover bank and administrative costs

## AMENDMENTS BY THE CUSTOMER

Substitution of the original customer for another can be made provided at least 2 weeks notice is given by the substituted customer to the company and the substituting student satisfies the requirement of the course. All substitutions must be made with the consent of the company with both the substituted and substituting customer being jointly and severally liable for the total course fee as well as an administrative cost of £10.00 per course/substitution.

A customer may apply, in writing, to change course or course dates as long as the original booking is more than 4 weeks from the date of the request. The new course must be one that appears on our website. An administrative charge of £10.00 is payable at the time of change. Any requests to change course or course dates within the 4 week period will be dealt with under the terms and conditions relating to cancellation by the customer.

## CANCELLATION BY THE CUSTOMER

All cancellations must be in writing and sent either by post, fax or email. The company will acknowledge a cancellation within 5 days of receiving it. Until the customer has received confirmation the original booking remains valid.

The customer will be charged on the following basis:

- 50% of the total course fee where cancellation takes place less than 4 weeks but more than 2 weeks before the commencement of the course; or
- 75% of the total course fee where cancellation takes place less than 2 weeks but more than 1 week before the commencement of the course; or
- 100% of the total course fee where cancellation takes place within the period of 1 - 7 days before the commencement date of the course; or
- 100% of the total course fee where cancellation takes place on or after the commencement date of the course.

## CANCELLATION BY THE COMPANY

Whilst every attempt is made to ensure that courses/activities actually run, the company will notify the customer of cancellation as soon as practicable where it believes on reasonable grounds that cancellation is necessary due to dangerous and/or unsuitable conditions for the course/activity.

The company shall notify the customer of cancellation not less than five days prior to the commencement of the course where numbers as a result of either customer(s) cancellation or booked numbers have failed to reach a workable minimum.

The company shall not be liable for any travel, accommodation or other fees that may have been incurred by the customer as a result of cancellation of the course.

In the event of cancellation customers will be offered the choice of the following options: -

- Full refund of the fee paid; or
- Another booking on a different date

## HEALTH

Customers participating in courses/activities must expect to be involved in adventurous and sometimes strenuous activities. Although prior experience and/or training is not necessary on all the courses/activities customers are expected to be of good general health. A Medical Declaration must be completed as part of the booking process. All prior injuries and/or serious illnesses must be declared. Any injury or illness occurring between the time of the declaration and the commencement of the course must be reported. The customer must satisfy him/herself that taking part in the course is within his/her own capabilities. The company reserves the right to refuse a booking on medical grounds if it is considered to be detrimental to the safety and smooth running of the course.

## DIETARY REQUIREMENTS

Any special dietary requirements must be made at the time of booking, the company cannot accept responsibility for not being able to deliver special dietary needs at short notice.

## SAFETY REGULATIONS

Outdoor adventurous activities take place in varied natural environments where there are natural hazards and risks to manage. Every effort will be made by Astounding Adventures staff to provide realistic training in a safe manner. Customers participating in courses are expected to comply with all safety guidance and instructions given by Astounding Adventures and its staff.

## UNRULY BEHAVIOUR

Behaviour that disrupts the smooth running of an event may result in the disruptive customer(s) being excluded. Any damage caused to property or equipment as a result of unruly behaviour will be charged for.

## PERSONAL PROPERTY

Property belonging to the customer is at all times the responsibility of the customer unless any loss or damage is due to any negligence by the company or its representatives.

## COMPLAINTS

If the customer encounters any problem or difficulty the company will try and resolve them as soon as is possible. In the first instance report anything to your Course Coach. If your complaint is not resolved to your satisfaction please write to the General Manager at: - Astounding Adventures HQ, 2 Hall Cottages, Swanworth Lane, Mickleham, Dorking, Surrey RH5 6DY. Your concerns will be dealt with within 28 days of writing.

## FORCE MAJEURE

The company shall have no liability whatsoever in respect of any delay or failure in delivery of any of the courses or of any of the company's other obligations due directly or indirectly to any cause whatsoever outside the reasonable control of the company including but not limited to act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes or other industrial disputes, unusually severe weather or energy supplies.

## LIMITATION OF LIABILITY

The company limits its liability to the maximum extent permitted by law as follows;

- The company shall have no liability for any loss or damage suffered by the customer or any other person
- As a consequence of any defect in any product caused by abnormal conditions of storage, treatment or handling or any negligence or wrongful act on the part of the customer or its employees or agents
- For any claim arising on an invoice issued more than 3 months before the date upon which such claim is received by the company
- Any failure by the company to perform any part of its obligations in these terms and conditions caused by circumstances beyond its reasonable control
- The company's liability in respect of death or personal injury caused by the company's negligence shall not be limited

## INTELLECTUAL PROPERTY

Copyright and all other intellectual property rights in the products and services shown in the company's price lists, brochures and other literature shall remain at all time the property of the company. The customer shall acquire no rights in the products and services except as expressly provided for in these terms and conditions.

## PHOTOGRAPHS

From time to time photographs taken on Astounding Adventures courses may appear in Astounding Adventures promotional material. If customers do not wish to be photographed please raise this with the course coach at the time.

## DATA PROTECTION

The personal information requested by the company at the time of booking plus any subsequent information is held in its original form and on computer. The information is required to assist the company, employees, agents and sub-contractors to deliver the course and in maintaining the company's high standards of delivery. By providing us with the information to process your booking you are agreeing that the information can be kept and accessed by authorised company personnel. Contact details will be used to advise you of future offers either by post or email. If you do not want to receive future mailings please advise us.

## APPLICABLE LAW

The contract will be governed by the laws of England any dispute will be dealt under the jurisdiction of the courts of England and Wales. The statutory rights of the customer are not affected by the above.