



# Booking Terms & Conditions



# Outdoor Activity / Course Booking conditions

**On booking your contract is with: Ace Outdoors**

## **Definitions In these terms and conditions**

- The company means Ace Outdoors and all of its divisions and subsidiary company's.
- 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 of Terms & Conditions**

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 form 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.



## Fees

### BROCHURE AND CLOSED COURSES

- All brochure course fees are exempt of VAT.
- Places can only be reserved by the company receiving a completed booking form and the non-refundable deposit plus any insurance premium as per the schedule; 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.
- The balance of the fee is payable 8 weeks prior to the commencement of the course. In the event that the balance is not paid the company will have the discretion to treat the booking as cancelled by the customer. The time for payment shall be the essence of the contract.
- The whole course fee is required to reserve a place for any booking made within 8 weeks of the commencement of the course.
- The credit/debit cards, Visa, Mastercard, Switch, Delta & Solo are not accepted. We only accept cheque and BACS payments.
- Non-refundable deposits will be debited on receipt of the booking form. Balances will automatically be debited 8 weeks prior to commencement of the course.



### **Group Bookings & Residential Group Bookings**

- Group Bookings and Residential Group Bookings are exempt of VAT
- Provisional bookings must be confirmed by payment of a 25% non-refundable deposit within 14 days of the date of the provisional booking letter except when a purchase order from an approved buying authority is issued.
- Bookings confirmed by an approved purchase order will be invoiced for the total as per the provisional booking letter, 25% of the total will be a non-refundable deposit.
- The balance in the case of non-invoiced events or the total in the case of invoiced events will be due 4 weeks prior to the date of arrival. In the event that the balance is not paid the company will have the discretion to treat the booking as cancelled by the customer. The time for payment shall be the essence of the contract.
- Should a booking be made within 4 weeks of the date of arrival the whole fee is required at the time of booking.

### **INSTRUCTOR ONLY AND CONSULTANCY SERVICES**

- Instructor Only – Educational activities are exempt of VAT
- Consultancy Services – Standard Rated VAT will be added to all quoted rates.
- Provisional bookings can only be confirmed upon receipt of the quoted fee.
- In the case of an approved buying authority issuing a purchase order an invoice will be submitted. The company must receive payment in full 4 weeks prior to the provisional date.



#### ALL FEES

- If payment is not made in accordance with this condition the company reserves the right to charge statutory interest on the overdue/outstanding balance for the period from the date on which payment became due until the date on which payment is made including any period after the date of judgement or decree against the customer.
- 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.
- Cheques should be made payable to "Ace Outdoors" and sent to: Ace Outdoors, PO BOX 156, Manchester, M30 8AJ. Balance payments must be received 8 weeks prior to commencement of the course, as no reminders will be sent.

#### **Amendments by the customer (Brochure/Closed Courses)**

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 £25.00 per course/substitution.

A customer may apply, in writing, to change course or course dates as long as the original booking is more than 8 weeks from the date of the request. The new course must be one that appears on our website or is in the current brochure. An administrative charge of £25.00 is payable at the time of change. Any requests to change course or course dates within the 8 week period will be dealt with under the terms and conditions relating to cancellation by the customer.



**Group Bookings and Residential Group Bookings only:**

Variations in numbers must be agreed in writing and may incur additional charges. No variations will be accepted with 4 weeks of the booked date.

**Cancellation by the customer (Brochure/Closed Courses)**

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:

- Deposits are non-refundable.
- 75% of the total course fee where cancellation takes place less than 6 weeks but more than 2 weeks before the commencement of the course; or
- 100% of the total course fee where cancellation takes place within the period of 1 - 14 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 customer (Group Bookings and Residential Group Bookings)**

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:

- Lost deposit up to 4 weeks prior to the date of delivery
- 100% of the total fee where cancellation takes place within the period of 1 - 28 days before the booked date; or
- 100% of the total fee where cancellation takes place on or after the booked date.

### **Cancellation by the customer (Instructor & Guiding)**

The customer will be charged on the following basis:

- 25% of the total fee where cancellation takes place more than 4 weeks prior to the booked date.
- 100% of the total fee where cancellation takes place within the period of 1 - 28 days before the booked date; or
- 100% of the total fee where cancellation takes place on or after the booked date.



### **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. Cancellation by the company does not affect a customer's right to a refund of travel costs that he/she may have incurred prior to the cancellation and since lost except in the circumstances set out in the clauses above.

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. The medical section 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 the Ace Outdoors 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 Ace Outdoors 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 either to the instructor, the course director or the management at the outdoor centre. If your complaint is not resolved to your satisfaction please write to the Customer Complaints Manager at: - Ace Outdoors, PO BOX 156, Manchester, M30 8AJ. 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 Ace Outdoors courses may appear in Ace Outdoors brochures and promotional material. If customers do not wish to be photographed please raise this with the course instructor 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

### **Booking Conditions as part of the booking form**

All our terms and conditions are available by visiting [www.ace-outdoors.co.uk](http://www.ace-outdoors.co.uk), alternatively, if you are unable to access these terms and conditions contact us on 07791 775206 and we will be please to send a copy by post.

### **FEES**

All brochure courses are exempt of VAT

Places can only be reserved by submitting the following: -

- A completed booking form &
- Non-refundable deposit of £75.00 or a valid purchase order

Course places cannot be provisionally booked or reserved by telephone/fax/email/letter. All balances must be paid 8 weeks prior to the commencement date of the course. If a booking is made within the eight-week period prior to commencement the whole fee must be submitted upon booking.

**NB:** An official purchase order must be issued by a recognised buying authority confirming acceptance of our terms and conditions.



### **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 customer 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 £25.00 per course/substitution.

A customer may apply, in writing, to change course or course dates as long as the original booking is more than 8 weeks from the date of the request. The new course must be one that appears on our website or is in the current brochure. An administrative charge of £25.00 is payable at the time of change.

Any requests to change course or course dates within the 8 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 acknowledged by Ace Outdoors.

The financial cost of cancellation is as follows:

- Deposits are non-refundable
- 75% of the total course fee where cancellation takes place less than 6 weeks but more than 2 weeks before the commencement of the course; or
- 100% of the total course fee where cancellation takes place within the period of 1 - 14 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.

Cancellation by the company does not affect a customer's right to a refund of travel costs that he/she may have incurred prior to the cancellation and since lost except in the circumstances set out in the clauses above.

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.



## Booking Form - Conditions

I have had brought to my attention the Terms and Conditions relating to this booking, in particular, those concerning cancellation.

I understand that bookings are accepted on the understanding that all safety regulations imposed by the company are observed.

I accept that the company is not under any liability whatsoever in respect of loss or damage to personal property not caused by the negligence of the company or it's representatives.

I have had my attention drawn to the information on insurance cover, terms and conditions (signature of parent or guardian if the applicant is under 18. If you are signing for someone under 18 please check that we receive details of any medical or other conditions which may be relevant).

If you are unsure about a conditions' relevance, please call and ask.

Any disclosures will be treated in the strictest confidence.