

# H5 Adventure Ltd - Booking Conditions

## 1. DEFINITIONS

### Activity

The activity, course, tour or event, details of which are set out in the Booking Confirmation or otherwise agreed in writing by H5 Adventure.

### Administration Charges

H5 Adventure's administration charges calculated as follows: alterations to Bookings: H5 Adventure will endeavor to make any amendments you require to your booking right up to the day before departure. A call to check first must be made to 01793 731 068. Late changes made within 4 weeks of departure are liable to an administration charge of £40 per amendment.

### Arrival Date

The arrival date specified in the Booking Confirmation or such other date as may be applicable by reference to these Conditions.

### Booking

The reservation made by the Customer and accepted by H5 Adventure in accordance with these Conditions and as set out in the Booking Confirmation.

### Booking Confirmation

H5 Adventure's written confirmation of Booking.

### Booking Price

The price set out in the Booking Confirmation or as otherwise confirmed in writing by H5 Adventure.

### Cancellation Charges

The cancellation charges payable by the Customer calculated as set out in clause 4.7.

### Conditions

The terms and conditions set out in this document and any special terms and conditions agreed in writing between H5 Adventure and the Customer.

### Contract

The contract between H5 Adventure and the Customer for the Booking.

### Customer

The person, firm, company or School who's Booking is accepted by H5 Adventure in accordance with the Conditions.

### Departure Date

The departure date specified in the Booking Confirmation or such other date as may be applicable by reference to these Conditions.

### Deposits

The non-refundable holding deposit to be paid by the Customer as detailed in the Booking Confirmation or (where no such deposit has been detailed) the deposits calculated as follows:

#### DEPOSIT:

(a) Where the Activity costs a price per person fee - 30% per person

OR:

(a) Where the Activity costs a total sum - 30% of the total

### H5 Adventure

H5 Adventure Limited whose address is at 19 Thornhill, Royal Wootton Bassett, Wiltshire, SN4 7RX

### Party Leader

Any person(s) identified by the Customer responsible for organising attendance of Party Member(s) in respect of the Activity.

### Party Member(s)

Those person(s) whose attendance in respect of the Activity are included in the Booking Confirmation or otherwise provided to H5 Adventure in accordance with these Conditions.

#### **Payment Schedule**

The payment schedule provided by H5 Adventure as part of the Booking Confirmation or (where no such payment schedule has been provided) payment to be made as follows:

- (a) Deposit - immediately on return of Booking Confirmation by the Customer.
- (b) Balance of Booking Price - 28 days prior to the Arrival Date.

#### **Party Member Price**

The price per Party Member for the Booking.

### **2. CONDITIONS APPLICABLE**

- 2.1 The Conditions shall apply to the Contract to the exclusion of all other terms and conditions.
- 2.2 No variation to these Conditions (including any special terms and conditions agreed between the parties) shall be binding unless agreed in writing between the authorised representatives of H5 Adventure and the Customer.
- 2.3 Any representations made by H5 Adventure's employees or agents concerning the Booking or the Activity shall not be incorporated into the Contract unless confirmed in writing by H5 Adventure and in entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- 2.4 The Customer agrees that it authorises the Party Leader(s) to enter into this Contract on behalf of the Customer and that it shall be the responsibility of the Customer and the Party Leader(s) to obtain the express authority of each Party Member or their respective parents or guardians for their attendance of the course in respect of the Activity and their compliance with any of these Conditions.
- 2.5 Any quotation given by H5 Adventure may be withdrawn at any time prior to acceptance by the Customer and in any event shall lapse after 30 days.
- 2.6 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, and acceptance of offer, invoice, or other documentation issued by H5 Adventure shall be subject to correction without any liability on the part of H5 Adventure.
- 2.7 For the avoidance of doubt the Contract is between the Customer and H5 Adventure shall not assume any contractual liability with individual Party Member(s) where such Party Member(s) is not the Customer. Accordingly the Customer shall be responsible for ensuring that it makes all appropriate arrangements with Party Member(s) for receipt of deposits and any other payments due in connection with the Booking.
- 2.8 Activity photographs are used to give an idea of the adventure programs on the courses but may not necessarily have been taken there.
- 2.9 The details published in various brochures and leaflets are compiled from up-to-date and accurate information available at the time of going to press (the print date appearing in each brochure or leaflet). They are published in good faith but do not constitute any other representation.
- 2.10 Prices are published in good faith based on the current academic year and H5 Adventure reserves the rights to amend published price bands.

### **3. BOOKING PROCEDURES**

- 3.1 The Booking Confirmation is a binding contract between H5 Adventure and the Customer upon a verbal/written agreement (telephone/email).
- 3.2 Provisional bookings will be held at the discretion of H5 Adventure shall not be liable to the Customer or any Party Member in the event H5 Adventure is unable or unwilling to provide a Booking Confirmation which incorporates the Customer's preferred dates.
- 3.3 The Customer shall not be entitled to make any alteration to any documentation issued by H5 Adventure. Any alteration required to any Booking Confirmation prior to any Booking being made should be notified to H5 Adventure as soon as possible and in the event H5 Adventure is able to satisfy the Customer's requirements H5 Adventure shall send to the Customer a revised Booking Confirmation.

### **4. CHANGES AND CANCELLATIONS**

- 4.1 Any alteration to any Booking shall be notified to H5 Adventure in writing by the Party Leader(s) promptly in which case H5 Adventure may accept such alteration (subject to any increase in the Booking Price, Administration Charges and changes to the Payment Schedule to reflect the alteration) at its sole discretion. Prior to requesting any alteration the Party Leader(s) should telephone H5 Adventure to discuss any revised requirements. H5 Adventure will not make any alteration to the Booking unless a written request is received from the Party Leader(s).
- 4.2 The Customer acknowledges and agrees that accommodation facilities shall only be used by those Party Members whose details are subject to the Booking and any required changes must be notified to and agreed by H5 Adventure in accordance with the provisions of clause 4.1.
- 4.3 H5 Adventure reserves the right to make changes to the Booking which is required to conform to any applicable safety or other statutory requirements or which is not of a material nature.
- 4.4 All itineraries and programs are subject to alteration due to weather and/or operational factors and H5 Adventure reserves the right to change the accommodation or other facilities or services included in the Contract for others of reasonably equal suitability without prior notice or liability and without any alteration to the Booking Price.
- 4.5 Material changes may be necessary by reasons for prevailing weather conditions, operational considerations and matters beyond the control of H5 Adventure. Accordingly, H5 Adventure reserves the right to make changes which are of a material nature and in such circumstances will inform the Customer as soon as reasonably possible. In such event the Customer shall have the following options:

(a) to accept the change (subject to paying any additional charges or receiving a refund in respect of any price difference) and the Contract being varied accordingly or

(b) to book a substituted Activity with H5 Adventure providing a credit for the sums paid by the Customer or

(c) to cancel the Booking or such part of the affected Booking with H5 Adventure refunding in full all sums paid in respect of the Booking or affected part of the Booking less any insurance premiums (and excluding interest).

4.6 Where H5 Adventure makes changes of a material nature the Customer shall be entitled to compensation calculated as follows:

Period prior to the Departure Date in which any material change is notified to the Customer Compensation per (full paying) Party Member

More than 84 days Nil

29 – 84 days £3

28 – 0 days £5

4.7 The Customer shall be entitled to cancel the Booking in total or for any of the Party Member(s) subject to the Party Leader(s) providing H5 Adventure with written notice and paying the Cancellation Charges:

More than 84 days, Deposit only

29 - 84 days 50%\*

28 – 0 days 100%\*

\*Percentage of the Booking Total Price or the relevant Total Party Member Price as appropriate

4.8 Without prejudice to any other right or remedy available to it H5 Adventure shall be entitled to cancel the Contract without any liability in the event the Booking Price is not paid in accordance with the Payment Schedule in which case the Cancellation Charges shall apply calculated from the date at which notice of cancellation is given by H5 Adventure.

4.9 Without prejudice to any other right or remedy available to it H5 Adventure shall be entitled to cancel the Contract or such part of the Contract as may be determined by H5 Adventure without liability on receipt of any notice received from the Customer or Party Leader(s) by reference to clause 6.6 in which case the Cancellation Charges shall apply calculated from the date at which notice of cancellation is given by H5 Adventure.

## 5. BOOKING PRICE AND PAYMENT SCHEDULE

5.1 Subject to any special terms agreed in writing between H5 Adventure and the Customer the Customer shall make payment for the Deposits and the Booking Price as set out in the Payment Schedule. H5 Adventure shall not send payment reminders and the Customer must ensure that payments are made by the relevant due dates.

5.2 Unless otherwise provided in these Conditions or agreed in writing by H5 Adventure any deposits (see Deposits above) are non-refundable.

5.3 If at any time before the commencement of the Activity H5 Adventure deems it necessary to increase the Booking Price to give effect to any increase in cost to H5 Adventure (including any increase in the rate of VAT applicable) H5 Adventure shall have the right to give written notice of any such increase to the Customer increasing the Booking Price and in the event such increase:

(a) does not exceed 5% of the Booking Price: the Customer shall not have the right to cancel the Contract

(b) exceeds 5% of the Booking Price: the Customer shall have the right to cancel the Contract within 14 days of receipt of such notice and H5 Adventure shall refund in full all sums paid in respect of the Booking (excluding interest).

5.4 Notwithstanding the provisions of clause 5.3 above any increase in the cost to H5 Adventure necessitating an increase in the Booking Price which is a result of any change which is requested by the Customer or as a result of any delay caused by any instructions of the Customer or failure of the Customer to give to H5 Adventure adequate information or instructions shall not entitle the Customer to cancel the Contract on receipt of a written notice of such increase in the Booking Price other than as provided in clause 4.7.

5.5 If the Customer fails to make payment in accordance with the Payment Schedule then without prejudice to any other right or remedy available to it H5 Adventure shall be entitled to charge the Customer interest at the rate of 3% per annum above HSBC PLC base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

## 6. CUSTOMER'S OBLIGATIONS

6.1 Participation in activities requires Party Member(s) to be in good health and have a reasonable basic level of fitness.

6.2 The Party Leader(s) accept responsibility for the general conduct of the Party Member(s) throughout the stay and the Customer and the Party Leader(s) shall ensure that:

(a) Teachers and/or other adults accompanying the party agree to act 'in loco parentis' at all times. H5 Adventure staff provide activity instruction only to groups during sessions.

(b) take all reasonable steps to minimise disturbance to other guests and prevent damage to the property.

(c) no party member under 18 years of age consumes alcoholic drinks.

(d) all local laws relating to the consumption of alcohol are at all times obeyed by the Party Member(s).

(e) ensure that no Party Member smokes in a bedroom or in any other way causes a fire hazard.

(f) suitable arrangements are made for the exclusion of any Party Member who fails to comply with the provisions of this clause or the reasonable instructions of H5 Adventure.

(g) H5 Adventure is reimbursed in full on or before the Departure Date in respect of all loss or damage caused or contributed to by any Party Member.

(h) all appropriate measures are taken for the protection and security of any valuables baggage or other personal possessions responsibility for which shall remain with the Customer and the Party Member(s).

6.3 The operation of any course is subject to statutory controls including those relating to fire licensing entertainment safety of equipment and the Customer and the Party Leader(s) shall ensure that all Party Member(s) and any other visitors or guests under their control or supervision strictly observe all such requirements.

6.4 The Customer and the Party Leader(s) shall at all times take such precautions as shall be necessary and/or as may be reasonably required by H5 Adventure to prevent or restrict the spread of infectious or contagious diseases e.g. chicken pox, gastro enteritis, swine flu. In particular (and without limitation) the Customer and/or the Party Leader(s) are required to advise H5 Adventure if any Party Member has suffered from or been in contact with other persons or animals suffering from infectious or contagious diseases representing any threat to human health within the period of 4 weeks prior to the Arrival Date H5 Adventure will agree to the cancellation of the booking of the relevant Party Member. The appropriate Cancellation Charges will apply but maybe be able to be reclaimed from an insurance policy taken out by the Customer or the Party Member(s).

6.5 The Customer must advise H5 Adventure at the time of making any Booking or as soon as the Customer becomes aware of any special needs or care requirements required for any Party Member(s) and the Customer acknowledges that H5 Adventure does not provide outline or special assistance to Party Member(s) in respect of any such special needs or care requirements.

6.6 H5 Adventure reserves the right to decline any Booking or exclude any Party Member at any time prior to or during the Activity if in H5 Adventure's opinion that Party Member is not compatible with the general enjoyment and wellbeing of the visit. Any additional costs so incurred would be entirely at the responsibility and expense of the Customer.

6.7 If there is a problem with the Activity or services provided by H5 Adventure the Customer or Party Leader(s) must notify the H5 Adventure Course Director during the stay of any claim the Customer intends to pursue thereby affording H5 Adventure the opportunity to rectify any problem raised. If it is not resolved immediately the Customer should write to H5 Adventure immediately and H5 Adventure will endeavor to find a satisfactory solution up to a limit of £1000 per Booking (representing the maximum liability of H5 Adventure unless otherwise provided under these Conditions). H5 Adventure shall not accept liability for any complaint which is not notified to

H5 Adventure in writing within 28 days of the Departure Date.

## **7. LIABILITY**

7.1 Any liability of H5 Adventure hereunder (except in respect of death or personal injury caused by H5 Adventure's negligence or that of its employees or agents which is not limited or excluded by these Conditions) for any delay in performing or any failure to perform any of H5 Adventure's obligations in relation to the Booking shall be limited to the excess (if any) of the cost to the Customer in the cheapest available market of similar services to replace those not performed over the Booking Price.

7.2 In all cases except where personal injury, illness, or death results H5 Adventure's liability is limited to twice the Party Member Price (excluding insurance premiums and amendment charges) of the Party member affected in total.

7.3 Except in respect of death or personal injury caused by H5 Adventure's negligence or that of H5 Adventure's employees or agents H5 Adventure shall not be liable to the Customer or any Party Member by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage, (whether for loss of profit or otherwise) costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by H5 Adventure's negligence or that of H5 Adventure's employees or agents or otherwise) which arise out of or in connection with the Booking except as expressly provided in the Conditions.

7.4 Subject as expressly provided in these Conditions all warranties, conditions, or other terms implied by statute or common law are extended to the fullest extent permitted by Law.

7.5 The Customer shall indemnify and keep indemnified H5 Adventure from and against any and all direct and indirect loss, damage, costs, claims, demands, or liability (whether criminal or civil) arising out of any injury or other loss to H5 Adventure, its employees, guests, visitors, or agents unless H5 Adventure is liable for the same under these Conditions.

## **8. INSURANCE**

Insurance cover is not included in the Booking Price

## **9. FORCE MAJEURE**

H5 Adventure shall not be liable for any delay in performing or failure to perform any obligation or alterations and cancellations due to any cause beyond H5 Adventure's reasonable control including strikes, lockouts, labour disputes, act of God, war, riot, civil commotion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation, or direction, accident, environmental contamination, pandemic, outbreak of disease, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this Agreement.

## **10. GENERAL**

10.1 We allow 1 free adult space for every 10 paying student places. If an adult is attending as a one to one carer for a specific student, we will allow that adult free at our discretion depending on availability.

10.2 The headings in the Conditions are for convenience only and shall not affect their interpretation.

10.3 H5 Adventure may perform any of its obligations or exercise any of its rights hereunder by itself or through its employee's agents or sub-contractors.

10.4 No waiver by H5 Adventure of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or other provision.

10.5 No failure of H5 Adventure to exercise any power given to it or to insist upon strict compliance by H5 Adventure with any obligation hereunder and no custom or practice of the parties at variance with the terms hereunder shall constitute any waiver of any of H5 Adventure's rights under the Contract.

10.6 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

10.7 If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

10.8 Any notice given hereunder must be given in writing and delivered or sent by post or facsimile transmission to the residence or principal place of business of the party to whom it is addressed.

10.9 Save as otherwise provided nothing in this Contract shall confer on any third party any benefit of the right to enforce any terms of this Contract.

10.10 The Contract shall be governed by the laws of England and subject to the jurisdiction of the English courts.

#### **11. SPECIAL REQUESTS**

All special requests should be made at the earliest opportunity in writing. H5 Adventure will endeavor to meet all reasonable requirements and notify the appropriate persons accordingly. We cannot guarantee that special requests will be fulfilled and therefore failure to do so does not constitute a breach of contract unless they have been specifically guaranteed by the company in writing.

#### **12. MARKETING**

At certain times H5 Adventure retains photographers to take pictures at their centres for use in their promotional material. If any members of your group do NOT want to appear in any such photography they should notify us prior to their visit and advise the Customer Service Manager at centre upon arrival. H5 Adventure uses elements of customer feedback including letters and feedback forms in some promotional material. If you do NOT wish to be quoted, please could you inform us on any written material that you submit to us.