

Terms and Conditions of Contract
Allout Adventures.

Registered office: Ci Accountants, Boatside Business Centre, Warden, Hexham, NE46 4SH.
Company Reg No: 06559523

1. The Contract

A contract shall be deemed to have been made between allout adventures and the booking client ("the Client") when the client has confirmed requirements by completion of the event confirmation form under section 12. Confirmation may be deemed to have been made by inter alia, facsimile, letter, written order form or telephone subject to allout adventures accepting such a booking - an invoice being proof of such acceptance.

2. Price

All prices quoted are valid for 60 days from the date of the quotation. The cost of events may be based upon a maximum number of people in attendance (for example team building and multi-activity days) and additional attendees will be charged at a delegate rate determined by allout adventures.

3. Payment and cancellations

Once an event has been confirmed, our payments and cancellations policy applies as below:

Payments: 50% of the event price is payable upon confirmation of the event.

The balance 50% is payable 30 days prior to the event

Cancellations:

Within 7 days of the scheduled event date 100% is payable

Within 30 days of the scheduled event 75% is payable

Within 60 days of the scheduled event 50% is payable

All deposits are non refundable.

4. Consequences of Failure to Pay

4.1 If payment is not made within the time limits in clause 3 above, this will be a breach of contract by the client entitling allout adventures to treat the contract as at an end, and reallocate the facilities, bookings and/or resource without informing the client.

4.2 In the event of allout adventures treating the contracts as at an end under clause 4.1 allout adventures shall be entitled to retain all sums already paid by the client. The balance, if any, of the cost/price of the booking shall become immediately payable by the client to allout adventures. This is without prejudice to allout adventure's rights to claim damages from the client in respect of any loss suffered by allout adventures.

5. Cancellation or Variations by the Client

5.1 Any notice of cancellation by the client of a booking or part of a booking must be made in writing by letter sent by recorded delivery to allout adventures at the address above.

5.2 Any request by the client for a variation to a booking must be made in writing by letter sent by recorded delivery to allout adventures at the above address and is only effective if accepted in writing by allout adventures.

6. Alterations to advertised events

6.1 All advertised events are subject to availability

6.2 Every reasonable effort will be made to adhere to the advertised events but any event may be altered or omitted or dates changed either before or after confirmation of the booking. Where such alterations, omissions or changes of date occur prior to the confirmation of the booking. Allout adventures accepts no contractual liability. Where such alterations, omissions or changes of dates occur after confirmation of the booking, allout adventures agrees to use reasonable endeavours to provide a reasonable alternative package and the client agrees to accept such reasonable alternative package.

6.3 Allout adventures have the right to change the price applicable to an event (upwards or downwards) at any time prior to a booking being confirmed.

7. Liability of Allout Adventures

7.1 The client hereby acknowledges that allout adventures may on occasion act as agent of the client in arranging the booking of events and that allout adventures will not be liable for any misrepresentations, negligence, contractual or tortuous loss of any kind whatsoever suffered by the client or any due to any act or omission by or on behalf of any third party.

7.2 In any event allout adventures shall not be liable for death or personal injury suffered by the client or it's guests arising out of the booking. This limitation of liability shall also extend to any loss or damage sustained by property or belongings of the client or any of the client's guests or for any further costs, demands or expenses incurred or suffered by the client arising out of the booking.

7.3 Allout adventures will not be liable for any cancellation of or alteration to the booking or any loss or damage to the client arising out of circumstances beyond its control including but not limited to any act of god, natural disaster or act of terrorism.

8. Event Timing

Allout adventures endeavour to run all activities and events as strictly to schedule as possible and therefore appreciate your prompt arrival at events and activities. Should activity participants arrive late, the activity session will still finish at the schedules time. We reserve the right to cancel an event without refund, in the event of the late arrival of participants, under no circumstances would allout adventures pay any compensation for such cancellation of any event or activity.

9. Safety

9.1 It is the responsibility of participants to ensure that they have understood all briefing instruction and each participants must sign our safety disclaimers prior to participation to confirm their understanding of this.

9.2 Allout adventures reserve the right to refuse participation to any person who appears to be under the excess influence of alcohol or under the influence of drugs, or for any other reason at the discretion of allout adventures. In the event of non compliance with allout adventure's representatives, events may be terminated without refund.

9.3 All allout adventures events are run to high standards. Participants recognise that in particular, all events involve some element of risk and participation in activities and events is on the understanding that participants accept this risk.

10. Damages and Losses

Any wilful damages, loss or theft of equipment used in events and activities will be charged for accordingly to the cost of the equipment.

11. Law and Construction

The contract of these terms and conditions shall be governed by English Law and allout adventures and the client hereby submits to the exclusive jurisdiction of the English Courts in all matters regarding the contracts and these Terms and Conditions.

12. Event Confirmation

In order to confirm your event please complete the following details and return to allout adventures

I confirm that (client name) wish to hold an event with allout adventures at (venue)

On (date) The cost of this event will be plus VAT, which I understand 50% deposit is payable on confirmation of the event and the remaining balance to be paid 30 days prior to the date of the event. I agree to your terms and conditions. E &O E.

Signed Position

PRINT NAME DATE