

### Terms and Conditions

#### Group Bookings

#### Definitions and Interpretation:

- (i) "we" "us" and "our" are references to Aztec Watersports.
- (ii) "you", "your" or "party" are references to the company organisation or other entity which purchases the Arrangements.
- (iii) "in writing" means by fax or letter.
- (iv) "Lead Customer" means the person who makes the booking on your behalf and who will be our point of contact (and any substitute for this person).
- (v) "Arrangements" means the accommodation, meals, arrangements, facilities and services (or any of them), as applicable, booked through or arranged by us for you in accordance with your contract with us.
- (v) "Force Majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control or the control of the supplier concerned.
- (vi) "guest(s)" means the individuals who actually take the Arrangements purchased by you.

These Booking Conditions set out our obligations to you and your commitments to us when you book Arrangements with us and these together with the information contained in the Booking Form the basis of our contract with you.

#### 1. Bookings

A binding contract between you and us comes into existence as soon as we receive in writing your signed booking form. Should we acknowledge you're booking prior to sending a confirmation letter, such acknowledgement will be an indication that we are dealing with your booking and not a confirmation of it.

You agree that the Lead Customer has the authority to deal with us on your behalf. If for any reason there is a change in the Lead Customer, you should notify us in writing immediately. We can only accept bookings if the Lead Customer is a minimum of 18 years old.

#### 2. Payment of Amounts Due

A deposit of 25% of the total cost of the Booking and Arrangements must be received by us within 7 days of the date you receive your booking form. The balance must be paid at least 30 days prior to the start of the Arrangements. If the booking is made within 30 days of the start date, payment in full is required at the time of booking, unless credit terms have been arranged.

#### Aztec Lower Moor

Lower Moor Pershore Worcestershire WR10 2PD

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lowermoor@aztecadventure.co.uk

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Payments can be made using a valid credit or debit card, cheque, bacs transfer or cash. We do not impose a percentage charge for the use of a credit card. We will provide you with a pro forma invoice if requested to assist you in raising a payment. Once we have received payment then we will issue you with a full invoice. If all monies are not received by us in full and on time we shall treat your booking as cancelled by you and the cancellation charges set out in clause 7 will be payable by you. Where we hold off cancelling (although we are not obliged to do so) because you have asked us for time to pay but you fail to do so you must pay the cancellation charges shown in clause 7 depending on the date we reasonably treat your booking as cancelled.

If your booking is under the value of £200 then full payment is required to secure your booking.

### **3. Special Requests**

You must advise us in writing at the time of booking of all special requests. Although we will try to fulfill your requests, we regret we cannot guarantee any request will be met unless we have specifically confirmed this.

### **4. Pricing Policy**

Prices quoted to you at the time of your enquiry are correct to the best of our knowledge at that time. It is possible that prices may change before you actually book the Arrangements. We will advise you of any change in the price or error of which we are aware at the earliest opportunity before you book with us. We reserve the right to make changes to and correct errors in prices at any time before we receive your signed booking form. Once we have received your signed Booking Form then subject to these booking conditions, the price will not change.

Should the number of people increase on the day. You will be required to pay for the extra participants, and will be invoiced after the activity/ event. Once your signed booking form has been received then, subject to these booking conditions, the price will not change.

### **5. Changes and Cancellations by Us**

Occasionally, we have to make changes to and correct errors in website and other literature both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavor to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor for example a change in the timing of your confirmed activity (ies). If we have to make a significant change or cancel, we will tell you as soon as possible.

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Whilst we always endeavor to avoid changes and cancellations, we must reserve the right to do so. If there is time to do so before the start date of the Arrangements, we will offer you the choice of the following options:

- (i) Accept the changed arrangements.
- (ii) Purchase alternative arrangements from us, of a similar standard to those originally booked if available. You must pay the applicable price of any such arrangements. This will mean paying more if it is more expensive or receiving a refund if it is cheaper.
- (iii) Cancel or accept the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note the above options are not available where any change made is a minor one. Except as otherwise expressly set out in these booking conditions our liability for significant changes and cancellations is limited to the above mentioned options. Very rarely, after your Arrangements have commenced we or our suppliers may be forced by Force Majeure to change or cancel part or all of your Arrangements. If this does happen then we regret that we will be unable to provide any refunds (unless we receive any from our suppliers) pay you any compensation or meet any losses or expenses you or any guest(s) incur as a result. We will try to assist you to secure alternative arrangements but you will have to pay any associated and/or additional costs in doing so and arising out of the alternative arrangements.

## **6. Weather Conditions**

As you will appreciate, we have no control over the weather. The provision of favorable weather to allow you to take part in your chosen activities does not form part of our contractual obligations to you. There is always unfortunately the risk that you may be unable to take part in weather dependent activities due to poor weather.

If this occurs, you will not be entitled to change or cancel your arrangements without paying our normal charges. You will not be entitled to the options and/or compensation set out in clause 5 above. We will assist you to find alternative activities or arrangements but please bear in mind that these may only be available at an additional charge to you.

## **7. Changes and Cancellations by You**

If you wish to change your booking in any way we will try to comply with your requests but we cannot guarantee that changes can always be made. Where a change can be made, we will not charge an amendment fee however you will be charged for any extra costs incurred by ourselves and any costs or charges incurred or imposed by any of our activities or suppliers.

Where the price of your Arrangements depends on the number of people booked and extra people are added to the booking, the price will be reworked on the basis of the new number of people going. You will be required to pay the increased price.

If you wish to cancel all or any part of your booking, you should advise us immediately by telephone followed by confirmation in writing. We will make a cancellation charge on the scale shown. Charges are based on the estimated losses and expenses we may incur

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should we be unable to withdraw from our obligations with our suppliers.

No of days notification before the date your Arrangements commence we are notified of cancellation	Amount you must pay
More than 30 days	50% of the total cost of the Arrangements in question or the minimum number price for the booking whichever is the greater.
Less than 30 days	100% of the total cost of the Arrangements in question

## 8. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by Force Majeure. Additionally we cannot accept liability or pay any compensation where you/any guest(s) suffer any damage, injury, expense or loss of any description as a result of Force Majeure.

## 9. Our Liability

(1) Our agreement with you and the service we provide for you is to book and deliver your chosen activities and arrangements for you. Very rarely we will require the use of a supplier(s) who will provide you're Arrangements.

Please note: Sub clauses (2) – (6) below are all subject to and without prejudice to sub clause (1) above.

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- the act(s) and/or omission(s) of any guest(s) affected or any other guest(s); or
- the act(s) and/or omission(s) of a third party not connected with the provision of your Arrangements and which were unforeseeable or unavoidable; or
- Force Majeure

(3) Please note we cannot accept responsibility for any services which do not form part of your Arrangements.

(4) We limit the maximum amount we may have to pay you/the guest for any claims you/the guest may make against us. For all claims which do not involve death or personal injury, if we are found liable to you/the guest on any basis the maximum amount we will have to pay you/the guest is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the guest(s) affected in total.

(5) Please note, we cannot accept any liability for any damage, loss, 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/the guest would suffer or incur if we breached our contract with you or (b) which did not result from any breach of our agreement with you or other fault by ourselves or our employees. Additionally we cannot accept liability for any business losses.

(6) Some of the activities and events we offer are by their nature inherently dangerous.

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By participating in these you/the guest(s) assume the inherent risks involved. We cannot be responsible for any injury or loss suffered by you/the guest(s) other than as expressly set out in these Booking Conditions. You must ensure all guests have personal travel insurance which covers such activities and events – see clause 10.

## **10. Insurance**

It is your responsibility to ensure that all guests have adequate and appropriate insurance which is suitable for their particular requirements and the confirmed Arrangements including any hazardous activities. Many policies do not cover such activities so you/the guests must check the small print before purchasing and if in doubt, check with the insurers that you/the guests will be covered. Such insurance should cover the cost of cancellation by you and/or any guest(s) and the cost of assistance, including repatriation to the UK in the event of illness or accident. We cannot be responsible for injury or loss suffered by you/any guest(s) other than as expressly set out in these booking conditions. For this reason, we request that you/all guest(s) be fully and adequately insured. You must also ensure that guests' insurance covers participation in any hazardous activities which do not form part of your Arrangements.

## **11. Behavior**

(a) We or any person in authority can terminate your Arrangements if your behavior or that of any guest(s) is likely in the reasonable opinion of ourselves or any person in authority to cause distress, damage, danger or annoyance to other customers, other guests, employees, property, equipment (other than wear and tear) or anyone else or if any guest(s) is or appears to be unfit to travel or participate in the Arrangements. In this situation the guest(s) concerned will not be able to complete the Arrangements and we will not be liable for any refund, compensation or any expenses or costs you/the guest(s) concerned have to pay or incur. We cannot accept liability for the behavior of others in your accommodation or any persons taking part in any event or activity associated and/or in the same environment which forms part of your Arrangements or if any facilities or services are removed as a result of their action.

(b) You understand and agree that when you book through us, you accept responsibility for the proper conduct of yourself and all guests during the Arrangements. We, the accommodation provider and any other supplier reserves the right within our/their reasonable opinion to terminate the Arrangements in question of any guest(s) due to misconduct. Full payment for any damage or loss (reasonably estimated if not precisely known) caused by you or any member of your party must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us or any of our suppliers and all costs incurred by us / the supplier (including our own, the supplier's and the other party's full legal costs) as a result of your actions. You must ensure you have appropriate travel insurance to protect you if this situation arises.

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(c) You agree to ensure that all guests comply with all event timetables. Failure to keep to the timetables may result in either discontinuation of the event or cancellation of the said event. We will not be liable for any refund, compensation or any costs that may be incurred by you/any guest(s) as a result.

(d) You agree to ensure that all guest(s) act at all times in a safe responsible manner and comply with all safety procedures, listen and be present at all safety and information briefings which are relevant to the arrangements booked, make supervisors or any persons in authority immediately aware of any equipment or site deficiencies or concerns, dress suitably for any event as advised by our staff or suppliers and observe and obey all laws, requests, conditions of use of any supplier, including accommodation and entertainment venues.

(e) Many events and activities require a high level of concentration and the use of alcohol or drugs or being under the influence of alcohol or drugs whilst participating in such events is strictly forbidden. If any guest(s) have, in the reasonable opinion of our staff or suppliers, been using drink or drugs or fail to act in a safe responsible manner, our staff or suppliers reserve the right to cancel the guest(s) participation forthwith. In this event we will not be liable to pay you/the guest(s) concerned any refund, or compensation or any costs or expenses incurred by you/the guest(s).

## **12. Health and safety**

Some of the events or activities you may book may require a good level of fitness, strength and endurance. It is your responsibility to ensure that all guests have the appropriate level. Many events are not recommended for those with any disability, illness or infirmity. If any guests have an existing medical condition, allergies or disability which may affect the Arrangements you must let us know the details of such condition before you make your booking. If in our reasonable opinion we believe that your chosen Arrangements are not suitable for the guest(s) concerned taking into account the guest's(s') medical condition or disability or the guest(s) are not being accompanied by someone who could provide all the assistance the guest(s) may reasonably require where it is reasonable for us to require this we can refuse to accept the booking. If we find out after you have made the booking that a guest(s) has an existing medical problem or disability and is not being accompanied by someone who could provide all the assistance the guest(s) may reasonably require as referred to above and you have failed to give us this information at the time of booking, we reserve the right to cancel the booking and impose the cancellation charges as set out in clause 7.

Aztec Watersports staff are entitled to work in a safe environment. If this should become a problem we reserve the right to suspend the activity. If any person is found to be unmanageable or a danger to the safety of others, we reserve the right to expel the person(s) from the activity. No refund will be given.

We do not provide waterproof clothing or footwear; please ensure clients bring all appropriate clothing for the day. For activities where helmets are required, those who refuse or cannot wear a helmet may not partake in the activity.

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All users must be able to understand spoken English. Translators can be used to overcome this situation at an additional cost.

### **13. Complaints Procedure**

Should you/any guest(s) be unhappy with any element of your Arrangements, you/the guest(s) should notify Aztec Watersports immediately. If the problem still cannot be resolved on the day, you/the guest(s) should contact us as soon as possible at the time. If you/the guest(s) continue to be dissatisfied on the guest's(s') return, you/the guest(s) should write to us formally setting out your/their points within 14 days of the end of the Arrangements if your/their complaint or claim does not involve death or personal injury or illness or within 3 months of the end of the Arrangements if your/their complaint or claim involves death, personal injury or illness. As long as the above conditions have been observed, the matter will be investigated and a reply will be sent to you/the guest(s) within four weeks of the receipt of the complaint. As it is difficult and sometimes impossible to properly investigate a complaint if we are not told about it reasonably quickly, any compensation you/the guest(s) may have been able to claim could be reduced or even lost altogether if you/the guest(s) do not follow the complaints procedure set out in this clause. Any acceptance of liability by us is however subject to clause 10. In the unlikely event that you/the guest(s) have to pay for an activity or for entrance to a venue booked through us where you had already paid us for this activity then you/the guest(s) must collect a receipt and send it to us in order for us to reimburse those costs.

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