



## Terms and Conditions

3 2 1...Let's have fun ("321")

Corporate Booking Terms and Conditions

PLEASE NOTE; IT IS YOUR RESPONSIBILITY TO BRING ALL RELEVANT PARTS OF THESE CONDITIONS TO THE ATTENTION OF ALL GUESTS.

### Definitions and Interpretation

(i) "we" "us" and "our" are references to 3 2 1...Let's have fun ("321").

(ii) "you", "your" or "party" are references to the company organisation or other entity which purchases the Arrangements.

(iii) "in writing" means by facsimile, email 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, 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 your 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. You must check all documents (including any tickets or vouchers) which we send to you and contact us at once if any information appearing on the booking form or any other document appears to be inaccurate or incomplete as it may not be possible to make changes later.

### 2. Payment of Amounts Due

2.1 A deposit of 50% of the total cost of the Arrangements (or £200, whichever is the greater) must be received by us within 7 days of the date we receive your booking form. The balance must be paid at least 28 days prior to the start of the Arrangements. If the booking is made within 28 days of the start date, payment in full is required at the time of booking. We will provide you with an invoice to assist you in raising payment. Payments can be made either by cash, cheque or BACs payment.

2.2 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 8 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 8 depending on the date we reasonably treat your booking as cancelled.



2.3 If payment cannot be processed in order that all monies are received by us in full and on time we will require a valid credit card to secure your booking, or the agreement reverts to that outlined in clause 2.2 above. The credit card will not be charged if full payment is received within 14 days after the event date. If monies are not received by this time then the credit card will be charged for the full amount and a credit card charge of 3.4% will also be applied.

**3. Special Requests** You must advise us in writing at the time of booking of all special requests. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met unless we have specifically confirmed this. For your/the guest(s) own protection, you should obtain confirmation in writing from us that your/the guest(s) request will be complied with (where it is possible for us to give this) if your/the guest(s) request is important to you/them. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.

Should any additional charge not included in the total price stated on our confirmation letter become payable (for example costs relating to a special request made by you/any guest(s)), a revised letter will be sent to you prior to the start of the Arrangements showing the extra charge. Payment of such extra charges must be paid on request.

#### **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.

Please note that the prices quoted to you apply to the minimum number of people required for the event. The minimum number price must be paid for all bookings. Should the number of people included in the booking exceed the minimum, it is likely that the overall price may increase proportionately. You will be required to pay the revised price. Once your signed booking form has been received then, subject to these booking conditions, the price will not change.

#### **5. Website Descriptions and Quotes**

All website descriptions and quotes are made in good faith and every reasonable care is taken to ensure their accuracy. However, errors may occasionally occur. We cannot accept any liability for any errors or omissions except where these have arisen due to our negligence or that of any our employees (as long as they were acting in the course of their employment at the time). We reserve the right to make changes to and correct errors in our website descriptions and quotes at any time.

Please note: most daytime activities take place at outdoor activity centres, which by their nature are not usually located in city centres/urban areas. Breaks/events advertised and sold by us as taking place in or to any particular city/town may include activities in locations that we consider to be within a reasonable distance from your accommodation and/or that city/town. As a general guide we would consider a reasonable distance to be approximately 30 miles although this may be more for some exclusive activities. For UK breaks/events we will provide the party leader at the point that they pay the final balance with a map which details exactly where all the activities, accommodation, clubs etc are located.



## **6. 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 endeavour 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); a change in the venue at which any activity you have booked is to take place (where the activity itself has not changed); a change of accommodation to accommodation of the same or higher standard within the same destination city. If we have to make a significant change or cancel, we will tell you as soon as possible. Whilst we always endeavour 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.

## **7. Weather Conditions**

As you will appreciate, we have no control over the weather. The provision of favourable 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 6 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.

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



**No of days notification before the date your event. Amount you must pay, Arrangements commence when we are notified of cancellation**

Over 3 months, 25% of the total cost of the Arrangements in question

60- 90 days, 75% of the total cost of the Arrangements in question

28-60 days, 90% of the total cost of the Arrangements in question

0 -28 days, 100% of the total cost of the Arrangements in question

Please note that the "total cost of the Arrangements" in the table above does not include any insurance premiums paid to us or amendment charges. Insurance premiums and amendment charges are not refundable in the event of cancellation. If your/the guest(s) insurance policy covers the reason for your/their cancellation, you/they should be able to claim for a refund of the cancellation charges from the insurance company less any applicable excess.

Where any cancellation reduces the number of full paying guests below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly. Please note however the minimum number price must be paid for all bookings as fully described in clause 4 even if the cost for the number of guests on the booking would otherwise total less than the minimum price.

**9. 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.

**10. Our liability**

(1) Our agreement with you and the service we provide for you is to provide, source and book your Arrangements for you, whether it is through our own in house services or via our suppliers. We promise to use all reasonable skill and care in selecting the supplier(s) who will provide your Arrangements. We have no responsibility for the provision of the actual Arrangements themselves or for the acts or omissions of the supplier(s) concerned or any of its employees, agents, suppliers or subcontractors. Please note it is your/the guest(s) responsibility to show that all reasonable skill and care has not been used if you/a guest wish to make a claim against us.

Please note: we do not exclude any liability for death or personal injury arising as a result of our negligence or that of our employees providing they were at the time acting within the course of their employment with us.

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. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you/the guest(s) that we have not booked for you/the guest(s) and any excursion you/the guest(s) purchase during the stay. In addition, regardless of any wording used by us on our website, in any of our quotes or elsewhere, we only promise to use all reasonable skill and care as set out above and we do not have any greater or different liability to you/the guests.

(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. 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 11.

## **11. Insurance**

It is your responsibility to ensure that all guests have adequate and appropriate travel 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.

## **12. Behaviour**

(a). We or any person in authority can terminate your Arrangements if your behaviour 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 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 behaviour 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 suppliers and the other party's full legal costs) as a result of your actions.

(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 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 suppliers, been using drink or drugs or fail to act in a safe responsible manner, the 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).

### **13. Confidentiality**

All proposals and quotations we send to you contain, Confidential Information. Confidential Information means all information of any description (whether written, oral or in any other form) containing or consisting of material of an operational, financial, marketing, technical, administrative, planning, economic and/or business nature relating to the proposal. You shall hold all Confidential Information in complete confidence and shall not use, disclose or permit the use or disclosure of any part of the Confidential Information except as agreed with 3 2 1...Let's have fun. You shall take all reasonable security precautions, being at least as great as the precautions it takes to protect its own confidential information, to keep confidential and ensure that all persons to whom any Confidential Information is disclosed also keeps the information confidential. Should it be brought to our attention that you have disclosed or used any of the Confidential Information other than as agreed with 3 2 1...Let's have fun we will hold you liable for breach of confidentiality and copyright infringement and will pursue you for any and all losses suffered by us as a result. All confidentiality obligations created by this clause shall survive and remain in full force and effect notwithstanding any change or termination of the parties business relationship for any reason. All Confidential Information shall remain the property of 3 2 1...Let's have fun at all times, and 3 2 1...Let's have fun owns all copyright and intellectual property rights.



#### **14. Health**

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) 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 8. Please note that some of the Arrangements we feature are inherently dangerous and by booking these Arrangements you confirm and agree that you and all guest(s) accept the inherent risks – please also see clause 11.

#### **15. Complaints procedure**

Should you/any guest(s) be unhappy with any element of your Arrangements, you/the guest(s) should notify the supplier of the Arrangements concerned immediately. If the problem still cannot be resolved, 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) 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.

#### **16. Terms and Conditions of Suppliers**

Some of the services which make up your booking maybe provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

#### **17. Safety standards**

Please note it is the requirements and standards of the country in which any services which make up your Arrangements which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may sometimes be lower.

#### **18. Passports, visas and health requirements**

You are responsible for providing the relevant passport and visa information to all guests. Please note:

A full British passport presently takes approximately 4 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for



one at least 6 weeks before your Arrangements are due to commence. The UK Passport Service has to confirm your identity before issuing your first passport and from October 2006 will ask you to attend an interview in order to do this.

Requirements may change and you must check the up to date position in good time before your Arrangements are due to commence with the Embassy or consulate of the country(ies) you are travelling through and to. Information on health is contained in the Department of Health leaflet T7 (Health Advice for Travellers) available from the Department of Health by telephone on 0870 1555455 or via its website [www.dh.gov.uk](http://www.dh.gov.uk) and from most Post Offices. For holidays in the EEA you should obtain an EHIC (European Health Insurance Card) prior to departure.

Health requirements and recommendations may change and you must check the up to date position in good time before departure. It is your responsibility to ensure that all guests are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you/the guests. We regret we cannot accept any liability if any guest(s) is refused entry onto any transport or into any country due to failure on your/the guest(s) part to carry correct documentation. If any guest(s) is not a British citizen or holds a non-British passport, you/they must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which they are intending to travel. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

### **19. Foreign Office Advice**

The Foreign and Commonwealth Office publishes regularly updated travel information on its website [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo). If you have booked Arrangements taking place outside the UK you are recommended to consult the FCO website booking and in good time before departure.

### **20. Miscellaneous**

You acknowledge and agree that the Package Travel, Package Holidays and Package Tours Regulations 1992 ("the Regulations") do not apply to your agreement with us or to the Arrangements and that we have no liability under the Regulations.

### **21. Rights of Third Parties**

We both hereby exclude any rights that any other party may have in relation to this Agreement under the Contract (Rights of Third Parties) Act 1999.

### **22. Law and Jurisdiction**

This Agreement and all matters arising out of it shall be construed and governed according to English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales

### **23. Email Opt In**

By signing up to the website, you accept that you wish to receive e-mail communication from your designated event organiser and 3 2 1...Let's have fun. These could be e-mails with regards to promotions, offers and information about your own event. If at any time you wish to unsubscribe from these e-mails you can do so on any of our e-mails