

flooglebinder

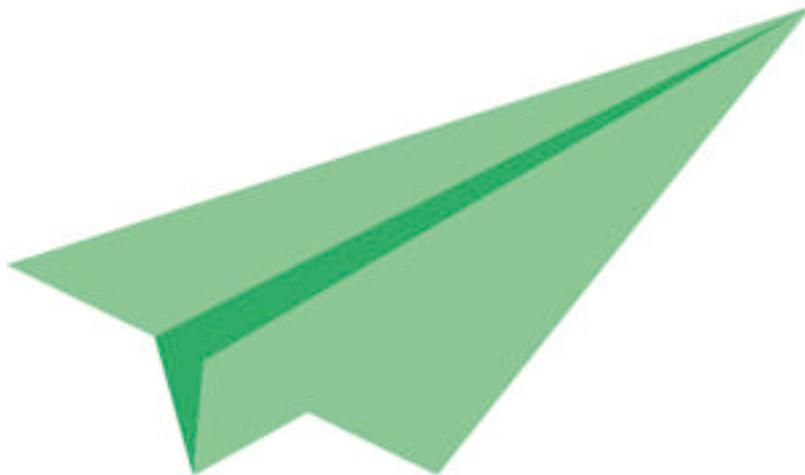
travel develop explore



Terms and Conditions

Flooglebinder Limited
Company Reg: 08029998

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12 Bishop Street, Cherry Orchard, Shrewsbury, Shropshire, SY2 5HA

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FLOOGLEBINDER LTD (US) / CUSTOMER, PARTICIPANT (YOU)

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In the following terms and conditions Flooglebinder is referred to as 'We/ Us/ Principal', the person(s) going on the events are referred to as the 'customer/ you' and the companies/ organisations we work with are referred to as the 'supplier(s)'. An 'event/ project/ programme' is referred to as any programme/ project that is organised or advertised by us.

"We/us" Means [FLOOGLEBINDER LTD]

"The Event" Means any trip, excursion, project, course, programme, accommodation, activity or function organised or advertised by us.

"Customer, Participant, You" Means the person who has signed the booking form and includes all the people on whose behalf you have signed confirming all participants are 18 years of age or, if not, written parental consent has been received and acknowledged by FLOOGLEBINDER LTD.

"Supplier, Provider" Means the company or person that is holding or providing the event or any part of it.

"Price" Means the total cost of the event.

1. Terms and Conditions

These terms and conditions govern the contract between you and us to the exclusion of all other terms and conditions save for those implied by law, and no variation to these terms and conditions shall be valid unless in writing and signed by you and the company director.

2. Formation of Contract

No contract shall arise between you and us until we have received the deposit payable and we have sent to you written confirmation (This can be in the form of an email) of our acceptance of your booking.

3. Lead Name

The lead name on any booking with us accepts the full responsibility of collecting the full balance payable for the booking and indemnifies [FLOOGLEBINDER LTD] against any loss from any individual failing to pay within your group. The lead name of the group is also responsible for ensuring that all group members are aware they are bound by our terms and conditions. The lead name is also responsible for the completion of the online guest list on behalf of all persons on the booking. It is understood that those booking via email or telephone agree to, and accept our terms and conditions.

4. Payment & Deposits

Payment & Deposits are payable at the time of booking and the balance of payments are split into the following three phases:

1. An agreed non-refundable non-transferable deposit (£150.00) is payable at the time of booking.
2. A second non-refundable deposit (£500) is due up to a maximum of [28 days] (4 weeks) after receipt of the initial deposit but if this due date exceeds (56 days) (8 weeks) before event start date full and total event price must be paid.
3. The final balance is to be paid no less than [56 days] (8 weeks) before the date upon which your event is due to start. Failure to pay by this date will result in cancellation of your event and/or services. If you do not make your deposit payments by the due dates given then you shall be deemed to have cancelled the event. Deposits are used by us to enter into the contractual

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arrangements on your behalf and are non refundable. Payments can be made with a valid Credit Card or Debit Card, online bank transfers or cheque(s) made payable to [FLOOGLEBINDER LTD] where upon receipt we will endeavour to place the booking for you at the same price, although this cannot be guaranteed. We will however notify you should there be an increase in price. If a promised cheque is not received or does not clear upon presentation we hold the right to cancel the reservation. Non-clearing or returned unpaid cheque will incur a £30.00 transaction charge. All Credit and Debit cards are subject to a [3%] surcharge to the total cost of each transaction. If you have a voucher from [FLOOGLEBINDER LTD] only one can be used per individual booking.

5. Cancellation by Us

We may cancel the event or any part of it: for safety reasons if we or our supplier(s) regard adverse weather conditions or other safety concerns as unacceptable and which cannot reasonably be overcome; If we reasonably believe that you may cause harm or damage to our reputation or to the reputation of our suppliers or to property belonging to our suppliers; If a supplier or suppliers are unable to host the event for any reason; If changes you wish to make to the booking mean it is uneconomical or impractical to hold the event. If we cancel the whole of the event we shall use our best endeavours to rearrange the event on a mutually convenient date, or provide a refund to you of the cost to us of the event. Save as above we shall be under no further liability to you for cancellation of the event or any part of it. We shall have no liability to any loss or damage suffered to Customers as a result of any third party, suppliers or partner(s) contracted by us. We accept no liability for any damages, injury, illness or loss, including financial loss, which a Customer may experience during their participation in a event.

6. Cancellation by You

You may cancel your booking within a period of [7 days] after the initial deposit however this initial deposit is non-refundable. After [7 days] you may cancel your booking, providing your cancellation notice informs us 8 weeks prior to your event departure date, then the 2nd deposit (£500) will be transferrable to any Flooglebinder project and must be used in conjunction with full payment 6 months after initial payment has been received. If the 8-week notice is not met then all deposits and (if applicable) any additional payments made to date on the booking are non-refundable. All cancellations must be made in writing from the lead name on the booking. After [7 days] the amount of the cancellation fee is calculated according to the date on which we receive written notice of your wish to cancel. If you cancel with us more than [8 weeks] in advance of the travel date then the cancellation fee is a minimum of [50%] the total booking cost, or the total amount paid to us at that time on the booking. If you cancel with us within [6 weeks] of the travel date then the cancellation fee is 100% of the total cost of the booking.

7. Failure to Provide an Event

If, due to reasons beyond our control, an event is unable to take place due to (but without limitation); closure of premises, the ceases of trading, a change in supplier management, weather restrictions, we will provide you and your group with an alternative event and if this does not prove possible, a refund to you of the cost to us of the event. We cannot take any responsibility for environmental conditions such as wildlife or weather.

Customers must appreciate that due to the remoteness of some of these events and cultural differences there may be delays, difficult travel situations and very different regulations to what they may be used to. Cultures will also vary and we ask that all Customers adhere to these differences. Some journeys may use local services and we cannot be held liable for their timetables

and/or conditions. Events begin from when the Customer arrives at the selected location, unless otherwise stated. This start date will be clearly displayed on the placement booking confirmation and customers must ensure that they arrive at the correct time for the event to start. We cannot promise the project will go ahead if the customer(s) are late. Customers must ensure that they have enough funds to cover any additional costs such as food, travel and accommodation, which are not included throughout the event. This will also include extended events, or events that have been adjusted during the initial contract period.

8. Force Majeure

Flooglebinder cannot be held responsible nor liable for any losses, damage or inconvenience caused as a result of the curtailment, suspension, alteration or the cancellation of a project caused by and/or any other consequences of any event of force majeure occurring.

In this context "force majeure" shall mean fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, landslide, outbreak of infectious disease, imposition of quarantine, government or other official intervention, the threat or outbreak of war, riot, civil commotion, the threat or an act of terrorism, loss, theft or damage to strategic equipment, hijacking, nuclear disaster or other event or circumstance arising which is beyond the control of Flooglebinder.

9. Accommodation

If your booking includes accommodation, the named accommodation will remain confidential to [FLOOGLEBINDER LTD] and only be disclosed to you upon receipt of the completed secondary deposit and written confirmation from the supplier. If accommodation options change an alternative will be provided at a similar or higher category.

10. Meals

Flooglebinder will provide food and accommodation where stated, if not the customer(s) must make sure they have the funds to cover any additional costs. If there are any special dietary requirements we and/or partner must be made aware before departure. There may be options to upgrade certain elements of either accommodation and/or food but this must be arranged before you depart. We cannot guarantee that these options will be available once the event has started.

The type of meals you will receive will be confirmed upon arrival at your accommodation (this may be hot or cold regardless of your quotation). Restaurant meals may require a pre-order to be completed by the lead name of the group. This should be completed and returned to us, or the venue as required. If a pre-order has not been completed, we accept no liability for meals not provided or delays in providing the meals for you. You will not automatically be sent any menus and menus may be of limited choice from a set-menu for groups. We will endeavour to meet any specialist dietary requests for any member of your group, but cannot guarantee these requests. We accept no liability if our suppliers are unable to meet these requests in advance, or once at the venue. If your group arrives late then we accept no liability.

11. Alterations + Surcharges Applied By Us

If due to circumstances beyond our control it becomes necessary to substitute an alternative supplier, or make any other alterations to the event (including accommodation) we shall inform you of the changes as soon as possible. You must pay any additional cost due to such changes. If the changes are, in the view of FLOOGLEBINDER LTD, so substantial as to materially alter the event and you are unwilling to accept them then you may cancel the event and we will give a refund of

the cost of the event to us. Surcharges may be applicable where an event requires a minimum number of participants to proceed, and the group does not meet this minimum number. This could lead to the cancellation of the event of which we are not held responsible and alternatives may be offered of an equal or greater value. If this value is greater, then you must pay us the difference in price. If the final number of a group is an odd number, then a single supplement surcharge will apply if the booking or an event (including accommodation) which is number dependent.

12. Alterations made by You

We shall try to accommodate any reasonable changes you wish to make to the event. Alterations and amendment requests, including confirmations, should be made with us and not end suppliers and should be made in writing to us by the lead name. These changes shall not be deemed accepted until we have confirmed in writing to you. If you wish to increase or decrease the number of persons participating in the event you may do this up to six weeks prior to the date upon which your event is due to start. Amendments after that date will incur our administration charge of [£25.00] per person. Changes such as arrival / departure dates and destination changes will also be subject to our administration charges. We cannot guarantee that the change to the price will be pro-rata, but will depend upon the arrangements we are able to make with our suppliers. Subject to our written agreement you may transfer your booking to a person who satisfies all the conditions applicable to the event.

13. Your Obligations

You shall at all times behave in a safe, responsible and courteous manner; comply with all instructions; regulations and codes of practice issued by us or our suppliers; ensure that you comply with all age restrictions imposed by our suppliers; ensure that you comply with all arrival times, and dress appropriately for the event. If you breach these obligations we may cancel or curtail the event or any part of it and in those circumstances you shall not be entitled to any refund. You shall take out insurance suitable for your needs (including delays for events involving travel by land, sea, or air) before and after the event. It is the Customers responsibility to obtain their own insurance for the entire duration of their trip. The Customers must ensure that this insurance covers any specific activities, such as scuba diving, which they may be participating in through out their project. It must include an adequate level of cover for emergency medical expenses and medical evacuation cover and provides cover in respect of such additional perils as is appropriate to the participant's individual circumstances. Should the customer wish to arrange, book or participate in an event or activity that is not described or promoted by Flooglebinder then the Customer/s do so at their own risk, Flooglebinder will not be held accountable or be responsible for any booking or activity that the Customer has made of which is not described in the event itinerary/ detail. The Customers must hold a valid passport and visa, if required, as well as all necessary vaccinations, along with the certificates. Flooglebinder will do their best to offer guidance on these matters but it is the Customers responsibility to ensure that they are covered for the countries they are visiting through out the duration of the event. Customers must adhere to all rules set by us and supplier, which comply both of UK law and the country in which they are present. Failure to do so can result in instant dismissal from the event. All Customers must ensure that all forms are uploaded and authorised by Flooglebinder before they depart, unless stated otherwise in writing. Any medical conditions must be highlighted to us and/or supplier and if alternative arrangements need to be made these must be planned before departure, It is the customers responsibility to highlight this to Flooglebinder Ltd and ensure that the appropriate measures are in place.

If the customer(s) wishes to bring their own equipment, or requires specific equipment for personal reasons, they are responsible for this during the entire contract period. You must refer to

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the airline policies for any luggage allowance and Flooglebinder cannot accept any responsibility for loss or damage of luggage or personal belongings. If the Customers damages any equipment owned by either us and/or supplier(s) the cost to replace will be passed onto the customers.

14. Our Obligations

We shall take reasonable care and skill in arranging the event and comply with all applicable laws in relation to the event; wherever possible, re-schedule the event instead of cancelling or offer a refund to you of the cost to us of the event. All of the photographs and illustrations we use on our website and in literature (including quotations) we send you are for marketing purposes and may not entirely represent the actual products received e.g. FLOOGLEBINDER cannot guarantee sightings of certain species due to their wild nature.

We retain copyright over photos, videos and articles that are produced through out the entire event and any content filmed, shot or written during the event by the we and/or partner(s) is owned by us. If the customer(s) wishes to not be involved in any promotional material they must highlight this to us before accepting these terms.

15. Customer Feedback

If you have a problem whilst on your booking then you must contact the appropriate person(s) at the earliest opportunity, for example accommodation / restaurant manager. Unless there is a valid reason why you did not report your problem to the appropriate person(s), we will not consider ourselves liable for those complaints. If they are unable to resolve matters to your satisfaction then you must write to us within [7 days] of the conclusion of the event. No complaint will be accepted outside of this time frame thus deeming you fully satisfied with all aspects of the event and the services we have provided to you. We will acknowledge any correspondence within [7 days] and endeavour to deal with the complaint as quickly as possible.

16. Contracts (Rights of Third Parties) Act 1999

No part of this agreement shall confer on any third party any benefit or right to enforce any terms of this agreement.

17. Free Place Promotion

Where offered, one free place shall be allocated to both parties (more than one group booking with a minimum of 10 fully paying participants) as long as each booking meets the minimum required numbers stated on the individual booking(s) paying the full per person price. Both groups must pay in full (based on the minimum requirements) in order for this promotion to apply.

18. Jurisdiction

This agreement shall be construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to deal with any disputes arising between you and us or our suppliers.

19. Changes to these Terms and Conditions

We may need to make changes to these terms and conditions. Any changes can only be made by us and not any third party member. We reserve the right to amend or improve these terms and conditions without prior notification. When it is necessary for changes to be made, we will forward

you a copy of these changes and upload them to our website. All reservations will abide by the amended terms, with the exception of reservations already made.

Privacy Policy: All information provided by the customer to Flooglebinder will kept private and not passed onto any third party, except for that information which is relevant to the programme and needs to be acknowledged by the partner(s).