

# Ten80 Events Terms and Conditions



## BOOKING TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) set out our obligations to you and your commitments to us and these together with the information that we provided you with regarding your corporate event comprise the terms of the Contract between you and us.

If you are making a booking for a party of people, these Terms apply to all members of the party and you must ensure that each member of the party also reads the Terms and accepts them in full.

## Definitions and Interpretation

- “we”, “us”, “our” are references to Ten 80 Events Limited;
- “you”, “your” or “party” are references to the entity who books the Activities through us;
- “in writing” means by facsimile, email or letter;
- “Additional Services” means each and every additional service or facility which we provide, including without limitation, any emergency transportation and assistance in renewing an expired passport, which is not comprised in the Activities and the Event.
- “Airports” means the airport(s) from or to which we provide transportation services as part of the Activities;
- “Activities” means the accommodation, meals, arrangements, facilities and services (as applicable) comprised in the Event, which are booked through us by you pursuant to this Contract;
- “Client Contact” means the person who makes the booking on your behalf and who will be our point of contact (and any substitute for this person);
- “Contract” means the contract between you and us for the purchase and supply of the Event, which is governed by these Terms;
- “Destinations” means each and every country of destination in which any Activities are held pursuant to this Contract;
- “Event” means the corporate event which we organise and execute for you pursuant to this Contract;
- “Force majeure” means unforeseeable and unusual circumstances beyond our or our Supplier’s control and the consequences of which could not have been avoided even if we or our Supplier had exercised all due care, including without limitation, Act of God, fire, flood, inadequate levels of snow, weather that is unsuitable for the Activities, non-performance by our Suppliers, storm, act of terrorism, war, civil unrest or industrial dispute;
- “Reconciliation Statement” means our invoice in respect of any Additional Services which we incur on your behalf and for which we are entitled to be reimbursed by you;
- “Supplier” means a third party supplier who we have contracted to supply services which form part of the Activities.

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## 1. Bookings

- 1.1 Bookings can be made by telephone or in writing, and are made subject to these Terms. Immediately after receipt of your booking, we shall send you a copy of these Terms. It is your responsibility to ensure that copies of these Terms are sent to each member of your party for their information.
- 1.2 In addition to a copy of these Terms which we shall send to you pursuant to clause 1.1, we shall also send you our invoice. Our invoice will detail the amounts payable by you to us in order to secure our services for your Event and the timing for such payments. A deposit of 50% of the total price of your Event is payable within 14 days of our invoice.
- 1.3 The booking and the Contract is not formally confirmed until we confirm that we have received your deposit. Once we receive your deposit in cleared funds, we shall then provide you with written confirmation of receipt of your deposit and acceptance of your booking by email or post, normally within 5 working days of receiving your deposit.
- 1.4 If we have to incur any expenditure on your behalf for any Additional Services, we shall issue you with a Reconciliation Statement in accordance with clause 2.1(b) below. The price of the Event does not include any such expenditure.
- 1.5 By booking the Event with us, you will be regarded as having had the opportunity to have read and understood, and having accepted, our Terms.
- 1.6 No variation of these Terms is valid and effective unless agreed by us in writing.
- 1.7 A binding contract between us comes into existence when we confirm our acceptance of your booking in writing, in accordance with clause 1.3 above.
- 1.8 You accept that the Client Contact has the authority to deal with us on your behalf and on behalf of your party. If there is any change in the Client Contact, you must notify us in writing immediately.
- 1.9 We will accept provisional bookings by telephone. Provisional bookings are made subject to these Terms. If we do not receive your deposit within 14 days of the provisional booking being made, or such other period as we agree with you, we will cancel your provisional booking.
- 1.10 Except for transfers to and from the Airports, our Event packages do not include travel to and from the Destinations, which you are responsible for organising yourself.
- 1.11 All Activities are subject to availability.
- 1.12 Owing to variations in size and availability of accommodation and activities, we may have to use more than one Supplier. Where this is the case, we will notify you before the commencement of your Event. The terms on which these Activities are provided by the Suppliers are subject to clause 11 below.
- 1.13 Whilst we endeavour to ensure that the information in our brochure and/or on our website is complete and accurate, there is a possibility that it may contain errors or omissions. Please therefore ensure that you check all details of your Event with us before you make your booking.

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## 2 Price and Payment

### 2.1

- a) The price for your Event will vary according to the Activities that you wish to incorporate into the Event. We will advise you of the price at the time we confirm the availability of the Activities that you wish to book. The price includes VAT (where payable) at the prevailing UK rate. Prices are quoted in Sterling.
- b) If you require us to provide Additional Services, we shall issue you with a Reconciliation Statement within a reasonable period after the Event. Payment in respect of the amounts in the Reconciliation Statement shall be made within 30 days of the date of the Reconciliation Statement.

2.2 Subject to clause 2.3 below, payment of the balance of the price is to be made at least 8 weeks before the scheduled commencement of the Event, or such other time as we agree with you. If we do not receive your payment on the due date, we will treat your booking as cancelled by you and the cancellation charges set out in condition 5 below will apply.

2.3 If you make your booking within 12 weeks before the scheduled commencement of the Event we will require payment of the full price at the time of booking.

2.4 We accept payment by cheque or banker's draft drawn on a UK bank or bank transfer.

2.5 We reserve the right to vary our prices at any time before you make a booking. Subject to condition 2.7, we will use all reasonable endeavours not to vary the price after you have booked unless you request changes to your booking.

2.6 Whilst we endeavour to ensure that all information that we provide to you is correct, we reserve the right to correct any errors in published prices before we accept your booking.

2.7 Once we have accepted your booking, we will change the price only if there is any change in the exchange rates applicable to your Event or if there is any change to our costs of transporting your party to and from the Airports or if there is any change to our Suppliers' prices. The change in the price will be proportionate to the change in the exchange rate or our transport costs or our Suppliers' prices (as applicable). The price may increase or decrease to reflect the corresponding change. No increase will be made unless the overall effect is to increase the total price of your Event by 2%. If this means an increase in the total price is more than 20%, you will be entitled to cancel your Event with a full refund of all monies. No price increase will be made within 30 days before the scheduled commencement of your Event.

## 3. Insurance

3.1 You and all members of your party must obtain travel insurance to cover cancellation, personal accident or illness medical and emergencies, participation in your chosen Activities and loss of or damage to personal property during the holiday. We reserve the right to require you to provide us with details of the insurance before you pay the balance of the price. We also reserve the right to refuse your booking if you do not provide us with your insurance details or if we consider that your insurance does not

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provide adequate cover. If we decide not to cancel your booking, it is on the agreed basis that we will not be liable for your participation in the Activities and you participate entirely at your own risk.

- 3.2 Certain Suppliers may insist that you sign an insurance indemnity and waiver form; you will then participate at your own risk and we shall not be liable for your participation in such Activities.

## 4. Special Requests

- 4.1 Please ensure that you give details at the time of booking of any particular or special requirements that you have or any special requests that you may have. We will do all that we can to accommodate these but cannot guarantee that we will be able to do so. We cannot accept a booking that is conditional upon any specific requirements or requests being met and failing to accommodate these will not constitute a breach of the Contract by us.

## 5. Changes and Cancellations by you

- 5.1 If, after we have confirmed your booking, you wish to change your booking in any way we will try to accommodate your request but we cannot guarantee that changes will always be made and failing to make such changes will not constitute a breach of the Contract by us.
- 5.2 Where a change can be made, we will not charge an amendment fee but you will be charged for any extra costs or charges incurred by us or our Suppliers. Where additional people are added to your booking, the price will be recalculated on the basis of the new number of people and we will provide you with confirmation in writing. You will be required to pay the increased price.
- 5.3 If you wish to cancel all or any part of your booking, you must notify us in writing. Subject to clause 5.4 below, a cancellation fee is payable based on a percentage of the price of the Event and the amount of notice of the cancellation that you give to us. Unless we agree otherwise in writing the following scale of cancellation charges will apply:-

Amount of notice given prior to commencement of the Event	Cancellation charge payable (% of price of Event)
56 days or more	Deposit
43 – 55 days	25%
29 – 42 days	50%
15 – 28 days	75%
14 days or less	100%
Notice given on or after commencement of the Event	100%

- 5.4 The cancellation fee specified in clause 5.3 shall be in addition to any charges levied by the Suppliers as a result of your cancellation of all or any part of your booking.

## 6 Changes and Cancellations by us

- 6.1 We reserve the right to make changes to the Activities prior to the commencement of your Event.

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- 6.2 If we have to make a change to the Activities which we consider to be minor, we may do so without giving you notice and without paying you compensation. If, however, we have to make a change which we consider to be significant, we will notify you as soon as possible. You will then have the choice of either:-
- (a) withdrawing from the Contract without penalty (in which case you will have the rights set out in condition 6.5 below); or
  - (b) accepting the change, in which case we will provide you with an addendum to the Contract specifying the change to be made and the impact on the price.
- 6.3 If after the commencement of your Event a significant proportion of the Activities are not provided or we become aware that we will not be able to secure that a significant proportion of these will be provided, we will:
- (a) make suitable alternative arrangements at no extra charge to you;
  - (b) if appropriate, pay you compensation for the difference between the Activities and the services actually supplied to you.
- 6.4 We are not liable to you even for a significant change in the event of force majeure as set out in condition 9 below.
- 6.5 If you withdraw from the Contract in accordance with condition 6.2(a) above or if we have to cancel the Event before the scheduled commencement date for any reason other than because of a fault on your part, you may choose between either:-
- (a) subject to availability, accepting a substitute event of equivalent or superior quality; or
  - (b) subject to availability, accepting a substitute event of lower quality, in which case we will refund you the difference between the price of the original Event and the price of the substitute Event; or
  - (c) having a refund of the full amount of money paid by you under the Contract
- 6.6 If appropriate, and subject to clause 9.3 below, we will, on cancellation of the Contract by us, pay you compensation, subject to a maximum of the lesser of £200 or 10% of the price paid for each member of your party. We will not pay you compensation if we have had to cancel the Event because of force majeure or if the Event is cancelled because the number of persons who agree to take it is less than the minimum number required and we have informed you in writing no less than 7 days before the commencement of the Event.

## 7 Your Obligations

- 7.1 Some of the events and activities you book as part of the Event may require a good level of physical fitness and good health. You must disclose to us prior to making your booking, any medical or physical condition which may impact on the ability of any member of your party to take part in any events or activities. We reserve the right to refuse to accept your booking or, alternatively, to exclude the relevant member(s) of your party from the booking if in our reasonable opinion we believe that your chosen Activities are not suitable taking into account the medical or physical condition of one or more members of your party. If we discover after you have made the booking that any member of your party has an existing medical or physical

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condition, and you have failed to disclose this to us at the time of booking, we reserve the right to cancel the booking and impose the cancellation charges as set out in condition 5 or, alternatively, exclude that person from the Event (in either case without liability or refund).

- 7.2 You are responsible for ensuring that all members of your party comply with any passport and visa requirements for entry to any Destination(s) that may apply. We will not be responsible for the consequences of your failure to do so.
- 7.3 You agree to ensure that all members of the party act at all times in a safe, responsible manner and comply with all safety procedures, attend and listen to all safety and information briefings which are relevant to the Activities booked, dress suitably for any event as advised by us or our Suppliers and observe and obey all laws, requests, conditions of use of any Supplier. Failure to do this may result in immediate cancellation of Activities without notice or refund.
- 7.4 We reserve the right to withdraw any members of the party from any Activities with immediate effect without liability and without refund if in our reasonable opinion, or in the reasonable opinion of our Supplier, their conduct poses a danger or causes, or is likely to cause, nuisance, annoyance, offence or distress to other persons who are members of the party, to our employees, agents or Suppliers or to any third parties or damage to property. You may be required to vacate accommodation without notice and no refunds will be given. You accept full responsibility for any loss or damage caused by you or a member of your party. Payment for any damage or loss caused by you or a member of your party must be made to the Supplier at the time the loss or damage is caused. If you do not do so, you will indemnify us in full against any claim that is made against us as a result of your actions or those of a member of your party.
- 7.5 Members of your party must use alcohol sensibly when participating in the Activities. If any member of your party, in our reasonable opinion or the reasonable opinion of our Suppliers, is under the influence of alcohol or drugs to the extent that their participation in any of the Activities will give rise to a risk of harm to themselves or to other people or if their behaviour otherwise poses such a risk, we and our Suppliers reserve the right to remove that individual from the Activity immediately. In these circumstances, we will not be liable to pay you or any member of your party any refund, compensation or costs.

## **8 Our Liability**

- 8.1 Subject to these Terms we will accept responsibility for death, personal injury or loss of or damage to personal property during your Event that is caused by our negligence or the negligence of our employees or agents while they are acting within the scope of their employment or agency, or of any Supplier, appointed by us pursuant to clause 11.1, while they are acting within the scope of their contract of supply. Otherwise, our liability for death, personal injury or loss of or damage to your property is excluded to the fullest extent permitted by law.
- 8.2 If personal property is lost or damaged through our fault or that of any of our employees or agents or Suppliers, our liability will not exceed a sum equal to the lesser of £100 and the cost of replacing the item(s) of personal property in question. The limit is based on the assumption that you have, or the member of your party whose property has been lost or damaged has, obtained adequate insurance for your or their personal property.

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- 8.3 We are liable for any damage caused to you or to any member of your party by any defect in performing or failure to perform the Contract by us or by our Suppliers while they are acting within the scope of their contract of supply.
- 8.4 We will not be responsible for any injury, illness, death, loss, damage, costs or other sums or claims whatsoever which results from any of the following:-
- (a) the acts and/or omissions of the person(s) affected or any member(s) of their party; or
  - (b) the acts and/or omissions of a third party not connected with your Event and which were unforeseeable or unavoidable; or
  - (c) force majeure.
- 8.5 In the event that we are liable to pay compensation for damage (other than personal injury) that you suffer, or a member of your party suffers, as a result of defective performance or failure to perform any of the services which form part of the Activities, our total liability will be limited to a sum equal to portion of the price of the affected person('s)(s') participation in the Event that has been disrupted.
- 8.6 Please note we cannot accept responsibility for any services which do not form part of your Activities. This includes any additional services or activities which a Supplier may provide for you that have not been booked through us.

### **9 Force majeure**

- 9.1 Subject to clause 9.3 below and except where otherwise expressly stated in these Terms, we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations or any part of our obligations under our Contract with you is prevented or affected by force majeure. In addition, we cannot accept liability or pay any compensation where you suffer any damage or loss as a result of force majeure.
- 9.2 Where the force majeure event is inadequate levels of snow at the originally contracted Destination(s), we will, as a gesture of goodwill, make efforts to take you to another venue with sufficient levels of snow for your Activities. We are not under any legal obligation to find and take you to an alternative venue and will not be liable for failing to provide such a venue.
- 9.3 We shall be entitled to retain any part of your deposit, or recover from you where the deposit is insufficient, any reasonable sum in respect of the expenses which we have incurred on your behalf before the force majeure event occurred.

### **10 Complaints**

- 10.1 If you have any complaint about the Activities, you must immediately notify us or the Supplier in question who will try to resolve the matter. If the matter cannot be resolved at this point, or is not resolved to your satisfaction, you should telephone us on 00 44 (0) 207 043 3622 and we will try to resolve the matter. If the matter is still not resolved, or is not resolved to your satisfaction, you should write to us at the address below within 14 days of the end of your Event providing full details of your complaint. We will investigate your complaint and try to provide a solution. If you do not notify us or our Supplier(s) immediately when the issue or problem arises, we will

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be unable to resolve your complaint and this may affect any claim you may have for compensation.

## 11 Suppliers

- 11.1 For your Event, we may use independent Suppliers to provide some of the services that form part of your Activities 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 these terms and conditions are available on request from ourselves or the relevant Supplier.

## 12 Passports and Health Requirements

- 12.1 Members of your party who are British citizens will require a full British passport for travelling to your Destination(s). If your Destinations are countries within the European Union, they will not require a visa if they hold a full British passport. If you or any member of your party does not have a passport, we recommend that you or they apply for one at least 6 weeks before the commencement of your Event.
- 12.2 If any member of your party does not hold a current British or EU passport, they should check with the relevant embassy about visa requirements.
- 12.3 We will have no liability to you if you or any member of your party travels without a proper, valid passport or their passport expires during the Event and you will be required to reimburse for any costs and expenses that we might incur in assisting you or any member of your party in these circumstances in accordance with clause 2.1(b).
- 12.4 Children who are not already included on a 10-year passport can no longer be included on a parent's passport and must therefore have their own passport.
- 12.5 At the time of preparation of these Terms, there are no special health requirements for you for your visit to any Destinations which are in the European Union. You must check whether any special health requirements apply for your visit to the relevant Destination(s) where the Event is held prior to your departure.

## 13 Financial Security

- 13.1 Monies paid to us in respect of your Event are held in a separate account until after you have completed your Event or any sum of money paid by you has been refunded to you or has been forfeited as a result of your cancellation in accordance with condition 5.3.

## 14 Data Protection

- 14.1 By providing us with your name and personal details and those of each member of your party, you consent for these to be used as necessary in processing your booking and complying with legal requirements. We may also use your details to send you future corporate events brochures or special offers from ourselves. Sensitive personal information that you give us will only be used when it is necessary for us to communicate your needs to a Supplier(s).

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### 15 General

- 15.1 If any of these Terms are found by a Court or other competent authority to be void or unenforceable in whole or in part, the other Terms and the remainder of the affected Term will continue to be value.
- 15.2 Any failure or delay by us to enforce or partially enforce any Term is not to be interpreted as a waiver by us of our rights under the Contract.
- 15.3 If we do waive any breach by you of the Contract, this is not to be interpreted as a waiver by us of any subsequent breach of the Contract by you and does not affect the other Terms.
- 15.4 The Contract will be governed by English law and any dispute between you and us regarding the contract will be submitted to the Courts of England and Wales.