

# TERMS & CONDITIONS



## 1. These Terms

1.1 What these terms cover. These terms and conditions, together with the documents we refer to, apply to the Activity that you place an order for and form the terms of the Contract between you and us.

### Activity

The activity, course, or event, details of which are set out in the Booking Confirmation or otherwise agreed in writing by the Company (or any substituted event).

### Administration Charges

Amendments or alterations to Bookings must be requested in accordance with the procedure outlined at clause 4.1 and will be subject to an administration charge of £10 per amendment.

### Arrival Date

The arrival date specified in the Booking Confirmation or such other date as may be applicable by reference to these Conditions.

### Booking

The reservation made by the Customer for the Activity and accepted by the Company in accordance with these Conditions and as set out in the Booking Confirmation.

### Booking Confirmation

The Company's written confirmation of Booking.

### Booking Price

The price set out in the Booking Confirmation or as otherwise confirmed in writing by the Company.

### Cancellation Charges

The cancellation charges payable by the Customer calculated as set out in clause 5.7.

### Centre

The Stubbers Adventure Activity Centre detailed in the Booking Confirmation.

### Company

The Company set out on the Booking Confirmation being either Stubbers Adventure Centre (registered in England and Wales with company number 03193408) or Stubbers Training Limited (registered in England and Wales with company number.03755730) situated at Stubbers Adventure Centre, Ockendon Road, Upminster, Essex, RM14 2TY.

### Conditions

The terms and conditions set out in this document as amended from time to time in accordance with Clause 2.2 and any special terms and conditions agreed in writing between the Company and the Customer.

**Contract**

The contract between the Company and the Customer for the Booking in accordance with these Conditions.

**Customer**

The person, firm, company or School whose Booking is accepted by the Company in accordance with the Conditions.

**Departure Date**

The departure date specified in the Booking Confirmation or such other date as may be applicable by reference to these Conditions.

**Deposits**

The non-refundable holding deposits to be paid by the Customer as detailed in the Booking Confirmation or (where no such deposit has been detailed) the deposit is calculated at 20% of the full original fee based of the minimum group member charge. The non-refundable holding deposits may be made by cheque, cash, and card. For registered companies and government bodies an arrangement may be made for a Purchase Order to be used as acceptance of the fees and terms.

**Force Majeure Event**

An event, circumstance or cause beyond a party's reasonable control, including, but not limited to, strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation, or direction (including a Government lockdown), any accident, environmental contamination, epidemic, pandemic or interruption or failure of a utility service, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of this Agreement.

**Group Leader(s)**

Any person(s) identified by the Customer responsible for organising attendance of Group Member(s) in respect of the Activity.

**Group Member(s)**

Those person(s) whose attendance in respect of the Activity are included in the Booking Confirmation or whose attendance is otherwise notified to the Company in accordance with these Conditions.

**Payment Schedule**

The payment schedule provided by the Company as part of the Booking Confirmation or (where no such payment schedule has been provided) payment to be made as follows:

(a) First Deposit – payable 14 days after Booking Confirmation by the Customer (or at the same time as payment of the balance of the Booking Price where the Booking is made less than 56 days prior to the Arrival Date).

(b) Balance of Booking Price - 56 days prior to the Arrival Date (or immediately upon the return of the signed Booking Confirmation where a Booking is made less than 56 days prior to the Arrival Date).

Motor Sport Activities: the activities quad biking, jet skis and all terrain boarding

**Group Member Price**

The price per Group Member for the Booking.

**1.2 Interpretations**

a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(e) A reference to writing or written includes fax but not email.

## **2. Conditions Applicable**

2.1 These Conditions apply to the Contract to the exclusion of all other terms and conditions that the Customer seeks to impose or incorporate, or which are implied by law, practice or course of dealing.

2.2 No variation to these Conditions (including any special terms and conditions agreed between the parties) shall be effective unless agreed in writing between the Company and the Customer.

2.3 Any representations made by employees or agents of the Company concerning the Booking or the Activity shall not be incorporated into the Contract unless confirmed in writing by the Company and in entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

2.4 Any quotation given by the Company may be withdrawn at any time prior to acceptance by the Customer and in any event shall lapse after 30 days.

2.5 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice, or other documentation issued by the Company shall be subject to correction without any liability on the part of the Company.

2.6 For the avoidance of doubt the Contract is between the Customer and the Company and any claim for non-payment of the Booking Price or any part thereof shall be brought against the Customer. The Customer shall be responsible for ensuring that it makes all appropriate arrangements with Group Member(s) for receipt of deposits and any other payments due in connection with the Booking.

## **3. Pricing, Centre Information and Published Advertising**

3.1 Activity photographs are used to give an idea of the adventure programmes at the Centre but may not necessarily have been taken there.

3.2 The details published in various brochures and leaflets are compiled from information which to the best of the Company's knowledge is up-to-date and accurate at the time of going to press (the print date appearing in each brochure or leaflet). In the event that the Company becomes aware that any information contained within such materials is or has become inaccurate the Company will use reasonable endeavours to bring this to the attention of the Customer.

3.3 The price shall be the price set out in the Booking Confirmation, if no price is quoted, the price set out in the published price list in force as at the date of Booking.

3.4 Prices are published in good faith based on the current year and the Company reserves the rights to amend published price bands.

## **4. Booking Procedures & Contract Formation**

4.1 The Company shall generate a Booking Confirmation in response to a booking enquiry made by the Customer whether by submission of an order form or by other written or oral enquiry received from the Customer. The Booking Confirmation shall be deemed to be an offer made by the Company to the Customer to enter into a contract upon the terms thereof which may be withdrawn at any time prior to acceptance and which shall in any event be deemed to expire unless accepted in accordance with clause 4.2 prior to the date stated thereon.

4.2 A booking will be considered to be confirmed when the appropriate non-refundable holding deposits has been received. This payment will be accepted as confirmation of a contractual agreement between the Company and the customer as per the terms. Any reservation not confirmed within the specified period (usually 14 days) will be automatically cancelled without further reference to you. The Customer warrants that the Group Leader(s) are authorised to pay the appropriate deposit and acknowledges that it shall be the responsibility of the Customer and the Group Leader(s) to obtain the express authority of each Group Member or their respective parents or guardians for their attendance at the Centre in respect of the Activity and to ensure that each Group Member and their parent or guardian has been made aware of and complies with these Conditions.

4.3 In the event that the Company agrees to accept a provisional booking, such provisional booking will be held at the discretion of the Company.

4.4 The Company shall not be liable to the Customer or any Group Member in the event the Company is unable or unwilling to provide a Booking Confirmation which incorporates the Customer's preferred dates.

4.5 The Customer shall not be entitled to make any alteration to any documentation issued by the Company. Any alteration required to any Booking Confirmation provided by the Company should be notified to the Company as soon as possible and prior to the signing of the Booking Confirmation and in the event the Company is able to satisfy the Customer's requirements the Company shall send to the Customer a revised Booking Confirmation.

## 5. Changes and Cancellations

5.1 Should the Customer wish to make any alteration to the Booking the requested alteration shall be notified to the Company in writing by the Group Leader(s) promptly in which case the Company may accept such alteration (subject to any increase in the Booking Price, Administration Charges and changes to the Payment Schedule to reflect the alteration) at its sole discretion. Prior to requesting any alteration the Group Leader(s) should telephone the Company on 01708 224753 to discuss the required alteration. The Company will not make any alteration to the Booking unless a written request is received from the Group Leader(s).

5.2 The Customer acknowledges and agrees that the Booking shall only cover those Group Members specified on the Booking Confirmation or otherwise agreed in writing with the Company in accordance with the Conditions and that no individual who is not a Group Member will be permitted to engage in any Activity or remain at the Centre.

5.3 The Company reserves the right to make changes to the Booking which are required to conform with any applicable safety or other statutory requirements or which are not of a material nature.

5.4 All itineraries and programmes are subject to alteration due to weather and/or operational factors and the Company reserves the right to change the accommodation or other facilities or services included in the Contract for others of reasonably equal suitability without prior notice or liability and without an alteration to the Booking Price.

5.5 Material changes may be necessary by reasons for prevailing weather conditions, operational considerations and matters beyond the control of the Company (including Force Majeure events). Accordingly, the Company reserves the right to make changes which are of a material nature and in such circumstances will inform the Customer as soon as reasonably possible. In such event the Customer shall have the following options:

(a) to accept the change (subject to paying any additional charges or receiving a refund in respect of any price difference) in which case the Contract shall be deemed to be varied accordingly or

(b) to book a substituted Activity with the Company providing a credit for the sums paid by the Customer or

(c) to cancel the Booking or such part of the Booking as is affected by a material change with the Company refunding in full all sums paid in respect of the Booking or such part of the Booking as is affected by the material change.

5.7 The Customer shall be entitled to cancel the Booking in total or for any of the Group Member(s) subject to the Group Leader(s) Providing the Company with written notice and payment of the Cancellation Charges:

More than 56 days prior to Arrival Date - First Deposit only

56 days - 29 days prior to Arrival Date - 50%\*

28 days - 15 days prior to Arrival Date - 75%\*

14 - 2 days prior to Arrival Date - 90%\*

On or after Arrival Date 100%\*

\*Percentage of the Booking Price or the relevant Group Member Price as appropriate.

5.8 Without prejudice to any other right or remedy available to it the Company shall be entitled to cancel the Contract and refuse entry to the Centre without any liability in the event the Booking Price is not paid in accordance with the Payment Schedule in which case the Cancellation Charges shall apply calculated from the date at which notice of cancellation is given by the Company.

5.9 Without prejudice to any other right or remedy available to it, the Company shall be entitled to cancel the Contract or such part of the Contract as may be determined by the Company without liability on receipt of any notice received from the Customer or Group Leader(s) by reference to clause 7.4 in which case the Cancellation Charges shall apply calculated from the date at which notice of cancellation is given by the Company.

## 6. Booking Price and Payment Schedule

6.1 Subject to any special terms agreed in writing between the Company and the Customer, the Customer shall make payment for the Deposit and the Booking Price as set out in the Payment Schedule. The Company shall not send payment reminders and the Customer must ensure that payments are made by the relevant due dates.

6.2 Unless otherwise provided in these Conditions or agreed in writing by the Company the Deposit is non-refundable.

6.3 If at any time before the Arrival Date the Company deems it necessary to increase the Booking Price to give effect to any increase in cost to the Company in providing the Activity or services (including any increase in the rate of VAT applicable) written notice of any such increase shall be given to the Customer increasing the Booking Price and in the event such increase:

(a) does not exceed 5% of the Booking Price: the Customer shall not have the right to cancel the Contract

(b) does exceeds 5% of the Booking Price: the Customer shall have the right to cancel the Contract within 14 days (or if there is less than 14 days prior to the start of the Booking, as soon as reasonably possible) of receipt of such notice and the Company shall refund in full all sums paid in respect of the Booking (excluding interest).

6.4 Notwithstanding the provisions of clause 6.3 above any increase in the cost to the Company necessitating an increase in the Booking Price which is a result of any change which is requested by the Customer or as a result of any delay caused by any instructions of the Customer or failure of the Customer to give to the Company adequate information or instructions shall not entitle the Customer to cancel the Contract on receipt of a written notice of such increase in the Booking Price other than as provided in clause 5.7.

6.5 If the Customer fails to make payment in accordance with the Payment Schedule then without prejudice to any other right or remedy available to it the Company shall be entitled to charge the Customer interest at the rate of 4% per annum above National Westminster Bank PLC base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

## 7. Customer's Obligations

7.1 Participation in activities requires Group Member(s) to be in good health and have a reasonable basic level of fitness.

7.2 The Group Leader(s) accept responsibility for the general conduct of the Group Member(s) throughout the stay and the

Customer and the Group Leader(s) shall ensure that:

- (a) adults accompanying the Group agree to act 'in loco parentis' at all times. the Company staff provide activity instruction only to groups during sessions.
- (b) take all reasonable steps to minimise disturbance to other guests and prevent damage to the property.
- (c) no Group member under 18 years of age consumes alcoholic drinks or smokes.
- (d) all local laws relating to the consumption of alcohol are at all times obeyed by the Group Member(s).
- (e) ensure that no Group Member smokes (including vaping and e cigarettes) in any part of the Centre other than in those areas marked as designated smoking areas.
- (f) no Group Leader or Group Member will be permitted to take part in activities if in the opinion of the Company that individual may be under the influence of alcohol or drugs.
- (g) suitable arrangements are made for the exclusion of any Group Member who fails to comply with the provisions of this clause or the reasonable instructions of the Company.
- (h) the Company is reimbursed in full on or before the Departure Date in respect of all loss or damage caused or contributed to by any Group Member.
- (i) all appropriate measures are taken for the protection and security of any valuables baggage or other personal possessions responsibility for which shall remain with the Customer and the Group Member(s).

7.3 The operation of the Centre is subject to statutory controls including those relating to fire licensing entertainment safety of equipment and the Customer and the Group Leader(s) shall ensure that all Group Member(s) and any other visitors or guests under their control or supervision strictly observe all such requirements.

7.4 The Customer and the Group Leader(s) shall at all times take such precautions as shall be necessary and/or as may be reasonably required by the Company to prevent or restrict the spread of infectious or contagious diseases e.g. coronavirus, chicken pox, gastro enteritis. In particular (and without limitation) the Customer and/or the Group Leader(s) are required to advise the Company if any Group Member has suffered from or been in contact with other persons or animals suffering from infectious or contagious diseases representing any threat to human health within the period of 4 weeks prior to the Arrival Date. In the event that cancellation of the booking of the relevant Group Member is necessary the appropriate Cancellation Charges will apply.

7.5 The Customer must advise the Company at the time of making any Booking or as soon as the Customer becomes aware of any special needs or care requirements required for any Group Member(s) and the Customer acknowledges that the Company does not provide routine or special assistance to Group Member(s) in respect of any such special needs or care requirements.

7.6 The Company reserves the right to decline any Booking or exclude any Group Member at any time prior to or during the Activity if in the Company's opinion the inclusion of that Group Member is not compatible with the safety, general enjoyment and wellbeing of the Centre, individual, other customers or employees of the Company. Any additional costs so incurred would be entirely at the responsibility and expense of the Customer.

## 8. Complaints

In the event that the Customer is not satisfied with the Activity or services provided by the Company the Customer or Group Leader(s) must notify the Company General Manager during the stay of any claim the Customer intends to pursue thereby affording the Company the opportunity to rectify any problem raised. If it is not resolved immediately the Customer should put their complaint in writing immediately and the Company will endeavour to find a satisfactory solution. The Company shall not accept liability for any complaint which is not notified to the Company in writing within 28 days of the Departure Date.

## 9. Liability

9.1 Any liability of the Company hereunder (except in respect of death or personal injury caused by the Company's negligence or that of its employees or agents which is not limited or excluded by these Conditions) for any delay in performing or any failure to perform any of the Company's obligations in relation to the Booking shall be limited to the amount of the Booking Price paid by the Customer and, where applicable, the excess (if any) of the reasonable cost to the Customer in the cheapest available market of similar services to replace those not performed over the Booking Price.

9.3 Except in respect of death or personal injury caused by the Company's negligence or that of the Company's employees or agents the Company shall not be liable to the Customer or any Group Member by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage, (whether for loss of profit or otherwise) costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by the Company's negligence or that of the Company's employees or agents or otherwise) which arise out of or in connection with the Booking except as expressly provided in the Conditions.

9.4 Subject as expressly provided in these Conditions all warranties, conditions, or other terms implied by statute or common law are extended to the fullest extent permitted by Law.

## 10. Insurance

The Company has public liability insurance of £ 5 million. Insurance for personal accident, loss or damage to personal property (that is not caused by the Company's employees, agents, suppliers or subcontractors negligence) or for cancellation is not covered by the Company's insurance. It is recommended that the Customer and/or the Group Member(s) arrange sufficient insurance for these events.

## 11. Force Majeure

Except where clause 16 shall apply, the Company shall not be liable for any delay in performing or failure to perform any obligation or alterations and cancellations due to any Force Majeure Event.

## 12. Special Requests

All special requests should be made at the earliest opportunity in writing. The Company will endeavour to meet all reasonable requirements and notify the appropriate persons accordingly. We cannot guarantee that special requests will be fulfilled and therefore failure to do so does not constitute a breach of contract unless they have been specifically guaranteed by the company in writing.

## 13. Photography and Marketing

13.1 At certain times the Company retains professional photographers to take pictures at Centres for use in promotional material. If any members of your group do NOT want to appear in any such photography the Group Leader(s) should notify us prior to their visit and advise the Guest Services Manager at the Centre upon arrival.

13.2 Group Member's and visitors, are not permitted to take photographs or video recordings of any other Group Member or visitor to the Centre, without express permission from the individual concerned.

13.3 The Company uses elements of customer feedback including letters and feedback forms in some promotional material. If you do NOT wish to be quoted, please could you inform us on any written material that you submit to us.

## 14. Data Protection

The Company has measures in place to protect the personal data held by us. Personal data collected from you including personal data relating to Group Members will only be used by the Company in order to fulfil our obligations under the Contract including in the administration of your Booking and in the arrangement and provision of the Activity. Full details of our Privacy Policy can be accessed on the Centre website at:

<https://www.stubbers.co.uk/privacy-policy>.

## 15. Activities

15.1 Adventurous Activities by their nature carry an element of risk of death or injury. All group members that agree to take part in activities at the centre do so at acceptance of that risk. It is the responsibility of the Group Leader to ensure that all Group Members of the party understand and accept the risks involved and that, in the case of Group Members under 18, parental permission has been obtained.

15.2 Group members should be made aware that although every reasonable effort is made to control the risk, Motor Sport Activities carry a higher risk of injury when not ridden correctly. Any person not wishing to accept that risk should not take part in the activity.

15.3 The Company accepts responsibility should any member of the group suffer death, personal injury or illness because of negligence of the Company's employees, agents, suppliers or subcontractors (providing they are working specifically as instructed by us). This acceptance of responsibility however is subject to all of the Companies conditions. The Company cannot accept liability where the death, personal injury or illness was due to the act(s) and / or omission(s) of the person(s) affected or where the Company or the supplier of the service in question could not have foreseen an event or avoided it even with all due care.

## 16. COVID-19 Guarantee

16.1 In the event the Department of Education advises against day trips or residential trips and the restriction is still in place 28 days before the travel date, the following options shall be offered to the customer:

(a) to cancel the Booking in question providing a credit for the sums paid by the Customer or

(b) to cancel the Booking refunding in full all sums paid in respect of the Booking.

## 17. General

17.1 The headings in the Conditions are for convenience only and shall not affect their interpretation.

17.2 The Company may perform any of its obligations or exercise any of its rights hereunder by itself or through its employees, agents or sub-contractors.

17.3 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or other provision.

17.4 No failure by the Company to exercise any power given to it or to insist upon strict compliance by the Company with any obligation hereunder and no custom or practice of the parties at variance with the terms hereunder shall constitute any waiver of any of the Company's rights under the Contract.

17.5 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

17.6 If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

17.7 Any notice given hereunder must be given in writing and delivered or sent by post or facsimile transmission to the residence or principal place of business of the party to whom it is addressed.

17.8 The Contract shall be governed by the laws of England and subject to the jurisdiction of the English courts.