

## Inspiring and Supporting People to Live Happy, Healthy and Successful Lives Excellence, Passion, Integrity and Caring

### *Peak Policy – Booking Terms and Conditions (Business to Business)*

Document owned by – Matt Collins, Head of Service

Updated:	Matt Collins	04/05/2023
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**Please read the following important terms and conditions before you book via email or telephone.**

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- **“Activity”** means the activity days delivered by us, including (but not limited to) climbing and kayaking;
- **“Booking”** means a booking on our website, or a bespoke booking which you have made by contacting us directly in accordance with clause 3.2;
- **“Participant”** means an individual undertaking an Activity;
- **“we”, “us” or “our”** means Peak Activity Services Limited; and
- **“you” or “your”** means the company using our site to book an Activity with us.

If you have any questions about this contract or any Bookings you have made, please contact us by:

- sending an email to [welcome@peak.co.uk](mailto:welcome@peak.co.uk); or
- filling out and submitting the online contact form available here <https://www.peak.co.uk/contact-us/>.

#### **Who are we?**

*We are Peak Activity Services Limited, a company registered in England and Wales under company number: 06824664.*

*Our registered office is at: Maybrook House Maybrook House, Queensway, Halesowen B63 4AH.*

*Our VAT number is: GB 927 1046 37.*

*The details of this contract will be emailed to you in your booking confirmation. Please print out or save a copy of this contract for your records as we will not save a copy for you.*

## 1. INTRODUCTION

- 1.1 If you book an Activity on our website, via telephone or email, you agree to be legally bound by this contract.
- 1.2 These Terms and Conditions apply only if you are booking an Activity as a business (ie for purposes for your business). If you are booking an Activity as a consumer, our consumer terms and conditions apply to such bookings, which can be accessed via <https://www.peak.co.uk/policies/>.
- 1.3 These Terms and Conditions contain important information concerning participation by you and all Participants under a Booking and, accordingly, you acknowledge and agree that you shall ensure that all Participants in your group are aware of and accept these Terms and Conditions.
- 1.4 When buying any Activity you also agree to be legally bound by the following policies (each of which is available at <https://www.peak.co.uk/policies/>):
  - 1.4.1 Safeguarding Policy;
  - 1.4.2 Complaints Policy; and
  - 1.4.3 Behaviour Policy.
- 1.5 All of the above documents form part of this contract as though set out in full here.
- 1.6 No variation to these Terms and Conditions shall be binding unless agreed in writing by us.

## 2. YOUR PRIVACY AND PERSONAL INFORMATION

- 2.1 Our "**Privacy Policy**" is available at [www.peak.co.uk/policies](http://www.peak.co.uk/policies).
- 2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## 3. BOOKING ACTIVITIES WITH US

- 3.1 Below, we set out how a legally binding contract between you and us is made.
- 3.2 You may place a Booking by contacting us using the contact details at the top of these Terms and Conditions. We will then agree the Activity with you via email or telephone, and once the details of the Activity have been confirmed, you will receive an email from [welcome@peak.co.uk](mailto:welcome@peak.co.uk) to confirm your Booking (the "**Confirmation Email**"). At this point:
  - 3.2.1 a legally binding contract will be in place between you and us; and
  - 3.2.2 we will provide the Activity as agreed during the online checkout process, unless the Activity is effected by an event beyond our reasonable contract, as set out in clause 6.3.
- 3.3 The Confirmation Email will include the following information:
  - 3.3.1 your order confirmation number;
  - 3.3.2 details of your Activity, including arrival time and the clothing we recommend you wear for the Activity; and
  - 3.3.3 a link to the Participant consent form, which must be completed prior to the date of your Activity.
- 3.4 We may contact you to say that we do not accept your Booking. This is typically for the following reasons:
  - 3.4.1 we cannot carry out the Activity (this may be because, for example, we have a shortage of staff);
  - 3.4.2 we cannot authorise your payment;

- 3.4.3 you are not allowed to buy the Activity from us;
- 3.4.4 we are not allowed to sell the Activity to you; or
- 3.4.5 there has been a mistake on the pricing or description of the Activity.

3.5 You must provide us with the final Participant numbers at least 9 weeks prior to the date of the Activity. You shall not be entitled to any refund in respect of any reduction in the number of Participants after this time.

**4. BOOKING CHANGES AND CANCELLATIONS**

4.1 Any refunds we make will be made without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

4.2 We will make the refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

4.3 You can make changes to your Booking by contacting us using the contact details on the first page of this contract.

4.4 If you cancel your Booking, you may still be liable for the cost of the Activity, as set out in the table below.

Date of cancellation	Ability to change the date of the Activity?	Full refund available?
Up to 8 weeks prior to the date of the Activity	Yes	Yes
8 weeks to 5 weeks prior to the date of the Activity	Yes	50% of the full cost of the Activity credited to your account
Less than 5 weeks prior to the date of the Activity	No	No – full cost of the Activity is due.

4.5 If you amend or cancel your Booking, we may charge you an administration fee of up to £50. This is to cover our expenses, which include (but are not limited to) staff costs and re-aligning delivery teams to the amended date of the Activity.

**5. CANCELLATION BY US**

**WE RESERVE THE RIGHT TO CANCEL A BOOKING AT ANY TIME AND WILL NOTIFY YOU AS SOON AS POSSIBLE. IF WE CANCEL YOUR BOOKING DUE TO ADVERSE WEATHER WE WILL OFFER YOU CREDIT AGAINST YOUR ACCOUNT WITH US. FOR ANY OTHER REASON, YOU WILL BE ENTITLED TO A FULL REFUND OF ALL PAYMENTS MADE TO US. NO OTHER COMPENSATION IS PAYABLE.**

**6. CARRYING OUT THE ACTIVITIES**

6.1 We shall endeavour to ensure that you and your group’s Activity commences at the time set out in your Confirmation Email and it shall be the responsibility of each Participant to ensure that they arrive in sufficient time prior to the Activity. This includes completing a consent form before the start of your Activity. We shall notify you in the Confirmation Email at the time you should arrive at the particular Activity centre. Late arrivals may not be permitted to undertake the Activities and no refunds or compensation will be payable in such circumstances.

6.2 We may put the group into teams to meet the requirements of the particular Activity and for safety reasons.

6.3 Our carrying out of the Activities might be affected by events beyond our reasonable control. If so, there might be a delay before we can start or restart the Activities, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the Activities as soon as those events have been fixed.

6.4 We reserve the right to make changes to the Activities whether to conform with any applicable safety, other statutory requirements or otherwise.

## 7. PAYMENT

7.1 We accept the following payment methods: Visa, American Express, Mastercard, Maestro, Apple Pay, Google Pay, Stripe and PayPal.

7.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the Activities is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 2) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

7.3 Once we have confirmed your Booking and have sent you a Confirmation Email, we shall send you an invoice via email with details of the cost of your Activity. The deposit and payment instalments will be invoiced in accordance with the table below:

Total Booking Value	Deposit	Payment Instalment	Balance Payment
Under £5,000	50%	N/A	50%
Over £5,000	20%	40%	40%

7.4 The deposit and payment instalments referenced above will be invoiced and payments due in accordance with the terms below:

7.4.1 **Deposit** – an invoice will be sent to you via email within 7 days of us sending you the Confirmation Email, and payment will be due within 30 days of the date of the invoice.

7.4.2 **Payment Instalment** – payment shall be due at least 6 months prior to the date of your Activity, or if the date of your Activity is in less than 6 months, the payment will be due with your deposit.

7.4.3 **Balance Payment** – payable at least 8 weeks prior to the date of your Activity, or if the date of your Activity is in less than 8 weeks, the payment will be due with your deposit.

7.5 Deposits are non-refundable but may be transferred to another date if the Activity is postponed no later than 5 weeks prior to the originally scheduled Activity date.

7.6 Invoices raised must be paid within 30 days of the date of the invoice via the methods set out in clause 7.1. Payments may also be made by bank transfer (details of which will be set out in the invoice). If you make a payment via bank transfer please notify us using the contact details at the top of these Terms and Conditions.

7.7 If your payment is not received by us in accordance with the dates set out in your invoice, we may charge interest on any balance outstanding at the rate of 2 percentage points per year above the Bank of England's base rate. We will email you to let you know if we intend to do this.

7.8 If payments are not received by the specified date, we reserve the right to cancel your Booking and your deposit will be forfeited.

7.9 All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate.

## 8. PARTY LEADERS

8.1 Group leaders are not expected to know any more about the Activity than the other Participants and are not expected to assist in the running of the Activity, unless previously agreed in writing with us. It is expected that group leaders will continue to take responsibility for the general behaviour and wellbeing of the group, allowing the instructor to give all their time to ensuring that the group obtain maximum benefit and enjoyment from the Activity.

8.2 Peak is only responsible for the safety of any Participants whilst under Peak staff supervision.

## **9. GENERAL HEALTH OF PARTICIPANTS**

9.1 **ALL PARTICIPANTS ARE ASKED TO HIGHLIGHT ANY SPECIAL NEEDS OR HEALTH PROBLEMS AT THE TIME OF BOOKING. IF IT** is considered that a Participant's health may influence their ability to participate in an Activity, then further information will be sought to clarify and agree their level of participation.

9.2 The Activities are physically demanding and require a degree of agility, strength, and stamina. If Participants have medical concerns, they are advised to consult their doctor in advance. Participants will be required to certify that they do not suffer from any medical condition, which would make it more likely that they would be involved in any incident which could result in injury to themselves or others.

9.3 All Participants must complete a consent form via the booking system.

## **10. TRAVEL INSURANCE**

We strongly advise you to take out appropriate travel/event insurance to cover any unforeseen eventualities. Participants must only use our approved equipment for Activities and personal protective equipment provided by Participants is not permitted.

## **11. PERSONAL ACCIDENT INSURANCE**

We are covered by public liability insurance and a copy of our certificate of liability is available at [www.peak.co.uk/policies](http://www.peak.co.uk/policies)

## **12. ALCOHOL & DRUGS**

We have a zero-tolerance policy with regards to alcohol and drugs. If any Participant arrives to take part in an Activity and appears to be under the influence of drugs or alcohol, our instructor in charge will withdraw the Participant from the Activity and they will not be eligible for a refund or compensation.

## **13. BREAKAGES & DAMAGE**

We reserve the right to charge you for any damage caused to our equipment beyond reasonable wear and tear. This would include paying for parts, labour / trade time to resolve the issue. If you notice that any equipment is broken or damaged during the course of the Activity, you must bring this to the instructor's attention.

## **14. VIOLENCE TO STAFF**

Any violence to our staff or other Participants will not be tolerated. This includes via phone, email, in person or on social media and may result in your Booking being cancelled without refund or compensation. Any violence may also be reported to the police.

## **15. END OF THE CONTRACT**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **16. LIMITATION ON OUR LIABILITY**

16.1 Nothing in this contract limits any liability which cannot legally be limited, including liability for:

16.1.1 death or personal injury caused by negligence;

16.1.2 fraud or fraudulent misrepresentation; and

16.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

16.2 Subject to clause 16.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the contract for:

16.2.1 loss of profits;

16.2.2 loss of sales or business;

16.2.3 loss of agreements or contracts;

16.2.4 loss of or damage to goodwill; and

16.2.5 any indirect or consequential loss.

16.3 Subject to clause 16.1, our total liability to you arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 100% of the total fees paid under this contract.

16.4 We do not accept any responsibility for loss, theft or damage to personal belongings.

## **17. MISCELLANEOUS**

17.1 If any provision of these Terms and Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these Terms and Conditions shall not be affected.

17.2 No one other than a party to this contract has any right to enforce any term of this contract.

17.3 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the Activity we have provided or any other matter, please contact us as soon as possible using the contact details set out on the first page.

17.4 Our "**Complaint Policy**" can be accessed here [www.peak.co.uk/policies](http://www.peak.co.uk/policies).

17.5 The contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the contract to the exclusive jurisdiction of the English courts.

**END**