

Live Adventure Limited

Terms and Conditions

Interpretation

The following definitions and rules of interpretation apply in these terms and conditions.

1.1 Definitions:

- i. **“the Company”** means LiveAdventure Limited incorporated in England and Wales, United Kingdom under registration number, 09579988 whose registered office is at 15 Dyfrig Close, Cardiff, CF5 5AE, United Kingdom.
- ii. **“the Customer”** means the person, firm, company or organisation named on the Booking Form
- iii. **“Balance”** means the Price less the Deposit (if any)
- iv. **“Brochure”** means the Company’s brochure website or any advertising material as produced or amended by the Company from time to time
- v. **“Booking Form”** means the form required to book the Event as set out in the Brochure
- vi. **“Deposit”** means such percentage of the Price to be determined by the Company from time to time
- vii. **“Event”** means any sporting event including, but not limited to, tournaments tours or festivals as set out in the Brochure
- viii. **“Fixtures”** means the games to be played
- ix. **“Members”** means the members of the Customer’s party
- x. **“Price”** means the total amount payable for the Event and Supplements (if any) as specified in the Brochure
- xi. **“Players”** means the Members taking part in the Training/Fixtures
- xii. **“Deposit”** means a sum to be determined by the Company from time to time to be used to cover the costs of any damage or breakages caused by Members whether accidentally or otherwise
- xiii. **“Supplements”** means accommodation, meals, excursions, coach transfers and flights arranged by the Company as agent for the Customer
- xiv. **“Suppliers”** means the suppliers of the Supplements

- 1.2 All business with the Customer is subject to these Terms and Conditions (“Conditions”) and submission by the Customer of the Booking Form and/or any payment shall in the absence of any written acceptance be deemed an unconditional acceptance of these Conditions by the Customer and shall create a legally binding contract between the parties
- 1.3 Any variation to these Conditions or additional terms must be expressly agreed by the Company and confirmed in writing.
- 1.4 The benefit of these Conditions cannot be assigned by the Customer without the prior written consent of the Company
- 1.5 A person who is not a party to a contract with the Company has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act
- 1.6 The headings appearing above each Condition are included for reference purposes only and shall not affect or limit the interpretation and effect of these Conditions.
- 1.7 The Customer shall not have right of set-off nor withhold payments properly due to the Company in the event of any dispute with the Company
- 1.8 If any part of these Conditions is invalid illegal or unenforceable (including any provision in which the Company excludes its liability to the Customer) the validity, legality or enforceability of any other part of these Conditions will not be affected
- 1.9 The Company shall not be liable for any loss or damage caused by non-performance or by delay in the performance of its obligations to the Customer due to any act of God, war, civil disturbance, government action, strike, lockout or trade dispute (whether involving its own employees or those of any other person) difficulty in arranging fixtures, breakdown of machinery, adverse weather conditions, fire or accident or any other cause whatsoever beyond the control of the Company. Should any such event occur the Company reserves the right to cancel or suspend the contract with the Customer without incurring any liability for any loss or damage thereby occasioned.

2. **Booking Information**

- 2.1 Enquiries or provisional bookings must be made by completing the acceptance section of the Brochure or by telephone or by email info@live-adventure.co.uk
- 2.2 The customer will need to provide the company with specific information to include, destination, date, length of stay, preferences for accommodation. Events, activities, number of plyers and members of the tour and the purpose of the tour.

- 2.3 If the Customer intends to use flights to travel to the event then the customer must confirm this with the company at the time of booking. If support from the company is required to arrange the flights an additional deposit may be required to secure the flight price at the time of booking. This additional deposit must be paid within 7 days from the date of the booking. If the additional deposit is not paid this may increase the cost of the flights for the tour.
- 2.4 The Company cannot guarantee all members and players of the same booking will depart and arrive on the same day and/or at different times due to the availability of seats per aircraft and flight restrictions.
- 2.5 A booking will not be confirmed until the Customer has completed and returned the acceptance form, paid the price in full and the company has accepted this booking by providing a payment receipt by email
- 2.6 The Acceptance Form or booking request must be signed/provided by a Member who must warrant that he has the authority to make the booking on behalf of the Customer and therefore enter into the contract on behalf of the other Members/players.
- 2.7 At the time of booking the Customer must ensure that each Member has a valid passport and any necessary health certificates & visas. The Company will not be responsible for any costs arising from the Customer's failure to comply with this Condition.
- 2.8 The Customer must provide the Company with the following information at least 8 weeks before the Event unless the booking is made less than 8 weeks prior to the Event in which case the information is required at the time of booking a copy of the insurance policy schedule covering the Customer and (if applicable) each of the Members
- 2.9 It is a condition of entering our events/tournaments, all members/players of the tour must book their accommodation arrangements directly through LiveAdventure Limited. If any group or part of a group, does not book their accommodation through us, we shall be entitled to prohibit the whole group from participating in our events/tournaments and from entering the event/tournament venues.
- 2.10 Before completing the acceptance form and/or arranging a booking we advise the customer/players/members of the proposed tour to visit the Foreign & Commonwealth Office website for up to date travel advice.

3. Price, Payment and Refunds

- 3.1 The Price for the Event is as set out in the Brochure, on the website or on your payment receipt.
- 3.2 The Customer will be required to pay the Deposit at the time of booking unless the booking is made less than 8 weeks prior to the Event in which case the whole amount will be payable.
- 3.3 If the Deposit is not paid by the Customer by the agreed date prior to the Event the Company reserves the right to cancel the booking
- 3.4 Upon payment of the Deposit the Company will provide the Customer with an invoice which will include the Deposit received, the remaining Balance and any Additional Deposit
- 3.5 The Company will accept the Balance by instalment payment provided this has been agreed with the Company in writing at the time of booking
- 3.6 Payment of the Balance and the Security Deposit must be made at least 4 weeks before the Event unless the booking is made less than 4 weeks before the Event when the Price will be payable at the time of booking
- 3.7 The Company reserves the right to cancel the booking if the Balance and the Security Deposit is not paid at least 4 weeks before Event
- 3.8 Upon receipt by the Company of payment of the Price and the Deposit the Company will provide the Customer with a payment receipt.
- 3.9 Following receipt of a cancellation notice from the customer a refund of the sums paid will be made within 15 days after the request is received and according to the following:
 - 3.9.1 Flight payments are not refundable.
 - 3.9.2 Received more than 5 weeks prior to tour date – full refund
 - 3.9.3 Received less than 5 weeks prior to tour date – 70% refund
 - 3.9.4 Received less than 4 weeks prior to tour date – 50 % refund
 - 3.9.5 Received less than 3 weeks prior to tour date – 25% refund
 - 3.9.6 Received less than 2 weeks prior to tour date – no refund

- 3.10 Please note that our agreements with our suppliers require us to make payment to them for your arrangements at various times. If we do not pay our suppliers in full and on time, our supplier has the right to cancel the booking. If our suppliers cancel the booking before we receive your payment, we will have no liability towards you. This situation will be treated as the booking having been cancelled by you and you will be liable for the cancellation charges due at the date the booking is cancelled
- 3.11 The cost of any damage or compensation caused by the members/players of the group will be the joint and severable responsibility of all the members/players of the group.

4. Additional Charges

- 4.1 The Company acts only as agent in arranging additional services and the Suppliers have their own conditions of business and/or carriage which may limit or exclude liability.
- 4.2 The Company will not accept any responsibility for any additional charges, trips, exertions, services or facilities offered by the Suppliers which are not contained/advertised in the Brochure or included in the acceptance form. All prices for accommodation will still apply even if under occupied at the time of travel and all transport costs below the quoted members travelling.
- 4.3 Any changes to the number of members/players will be payable as per the acceptance form and the company will use its best endeavours to make changes to the number of members/players but the Company does not guarantee that changes will be available after the payment receipt has been sent to the customer.

5. Changes by the Company

- 5.1 In the unlikely event that the Company has to make a major change to the booking (including a change to the Event, a departure date or destination) or cancellation due to insufficient numbers for the full operation of the Event, the Company will notify the Customer and an alternative Event may be offered.
- 5.2 The Customer has the right to the following in the event of an unforeseen change in 5.1 above:
- 5.2.1 accept the change; or
 - 5.2.2 chose another Event at the price stated on the Brochure; or
 - 5.2.3 cancel the booking in which case the Company will refund to the Customer any sums paid to the Company.

- 5.3 We reserve the right to make changes to and correct errors in advertised prices at any time before your tour is confirmed and will inform you of any error of which we are aware and of the then price at the time of booking.
- 5.4 The Company reserves the right to alter routes, itinerary or departure times without prior notice if unavoidable and if the necessity arises.
- 5.5 The Company will use its best endeavours to secure the event as advertised in the Brochure. If the event advertised is no longer available; the Company reserves the right to offer and provide alternative. In the event the increase in providing the alternative event is 10% or more than the price of the event that was booked, the customer will be responsible for the increase in the price or receive a full refund excluding a right to the refund of the flight payments.
- 5.6 Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation for any cancellation and/or change to the event as a result of force majeure, war or threat of war, riots, civil strife, terrorist activities, industrial disputes, natural disasters, pandemics and epidemics fire or adverse weather conditions, and all similar events beyond our control.

6. Cancellation and Changes by the Customer

- 6.1 The Customer must notify the Company in writing of any changes to the booking.
- 6.2 The Customer will also become liable to pay any additional sums due to the Company as a result of the changes.
- 6.3 Should the Customer wish to cancel the booking (or any part of the booking) the Customer must notify the Company in writing. This notification will be effective from the date of receipt by the Company of the notification.
- 6.4 The Customer has the right to cancel the booking within 14 days after submitting the booking request and is not altered by any of the terms and conditions as set out herein. If the notice of cancellation is received within the 14 days following the booking request, the customer is entitled to a full refund.
- 6.5 The Company may require the Customer to waive their rights to the 14 day period to give notice to cancel the booking, if there is insufficient time available between the booking request and the date of travel.

6.6 The above 6.4 and 6.5 does not affect and/or alter the consumer rights under the laws of England and Wales, United Kingdom.

6.7 Any refund will be made to the customer subject to 3.9 above.

7. Travel Insurance

7.1 The responsibility to arrange an adequate insurance policy for all members/players of the tour is with the Customer. We advise all customers to review the terms of the insurance and levels of cover to ensure all members/players are suitably insured to travel and participate in the event(s).

8. BEHAVIOUR

8.1 The Customer must ensure that all members/players conduct themselves in a responsible manner at all times and indemnifies the Company for all losses and/or damage suffered by the Company, its employees, agents or Suppliers arising from the actions of the customer/members/players of the booking.

8.2 If the Company, its employees, agents, Suppliers or any third party in authority considers the behaviour of any Member to be unacceptable, the Company reserves the right to cancel the booking and the Company will have no further liability towards the Customer.

8.3 The full cost of any damage/loss caused by the Customer/Member/Player whether accidentally or otherwise will be the joint responsibility of the Customer and each Member/Player.

9. Liability

9.1 We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other sum or claim of any description whatsoever which were unforeseeable or unavoidable or in 5.5 above.

9.2 We do not accept any responsibility for any services which do not form part of the booking.

9.3 We will arrange the use of accommodation, coaches, method of travel (where applicable), sports grounds or other elements of your tour. The arrangements are with external suppliers, they have their own terms and conditions, and these are available on request. Upon confirmation of your booking you are accepting the supplier(s) terms and conditions. You should be aware the supplier(s) terms and conditions might include clauses excluding or limiting liability for injury, loss or damage to people and property.

9.4 The Company is not responsible for any Customer/Member/Player of the tour for losses associated with the inadequate travel documentation to include passport and/or visa for the destination. All those travelling must possess a full 10-year passport, this must be valid for at least 6 months after your date of return and children/infants need their own individual passports, except for where they are already named on a travelling parent's passport and where this will be valid until expiry of that passport.

10. **Complaints**

10.1 If the Customer is not satisfied with the service provided by the Company at anytime the Customer must bring its complaint to the attention of an employee or local representative of the Company immediately to allow the Company opportunity to rectify the situation.

10.2 If the complaint is not satisfied during the Event the Customer must set out the nature of its complaint in writing and send this to the Company within 30 days following the Event.

11. **Privacy Policy**

12. The Company will process and retain information relating to the booking as per the Company's Privacy Policy and which, is available upon request.

13. **Jurisdiction**

13.1 These terms and conditions are governed by and any dispute will be dealt with under the law of England and Wales of the United Kingdom.