

Closer to the Edge Ltd - Terms and Conditions of Booking for Groups

The following comprise the standard terms and conditions of booking groups for Closer to the Edge activities. In proceeding with the booking it shall be deemed that the group booker and each and every delegate have accepted them.

1. General Issues

These Booking Terms and Conditions apply to the booking of Closer to the Edge activities and any ancillary products at the location set out in Closer to the Edge's booking confirmation/invoice.

These Booking Terms and Conditions contain important information concerning participation by you and members of your group and, accordingly, you acknowledge and agree that you shall ensure that all members of your party are aware of and accept these Booking Terms and Conditions.

No variation to these Booking Terms and Conditions shall be binding unless agreed in writing by Closer to the Edge.

Any typographical clerical or other error or omission in any booking confirmation or other documentation issued by Closer to the Edge (including any electronic documentation) shall be subject to correction without any liability on the part of Closer to the Edge

Closer to the Edge reserves the right to make changes to the Activities whether to conform with any applicable safety or other statutory requirements or otherwise

2.Booking Confirmation

The booking is confirmed once Closer to the Edge has verbally accepted the booking and has issued a written confirmation or invoice. This includes email and website confirmation if booked on line. Once a booking has been confirmed you will have an allocated date and time slot. For schools and youth organisations a pre-visit form will be treated as confirmation of booking and any variation to the information on the form must be agreed by CTTE.

You must advise Closer to the Edge as soon as possible of any mistake in Closer to the Edges booking confirmation. Closer to the Edge shall use all reasonable endeavours to ensure that you and your party's participation commence at the time booked and it shall be the responsibility of each participant to ensure that they arrive in sufficient time. Late arrivals may not be permitted to undertake the Activities and no refunds or compensation will be payable in such circumstances.

These booking Terms and Conditions incorporate Closer to the Edges Privacy Policy and Risk acknowledgment and Disclaimer. You and each member of your party may be required to sign the Risk Acknowledgement and disclaimer before being allowed to undertake the activities.

3. Payment and Cancellations Policy

For groups full and final payment is required 14 days prior to your booking date Closer to the Edge reserve the right to refuse entry, without refund, if full and final payment has not been received

Group Size	No Refund	Complete Refund
5 – 16	Cancelled within the 7 days preceding the booking date	Cancelled 8 days or more preceding the booking date
More than 16	Cancelled within the 14 days preceding the booking date	Cancelled 15 days or more preceding the booking date

Closer to the Edge reserves the right to cancel the booking if;

a. The balance of the booking total has not been received by Closer to the Edge 14 working days prior to the Event (group bookings)

b. Due to circumstances beyond the control of Closer to the Edge including but not limited to war, riot, industrial dispute, or fire; and in such circumstances Closer to the Edge have no liability to make any payments to the party booker or refund any part of the booking.

c. It proves necessary to close the Activities for reasons beyond the control of Closer to the Edge and in circumstances where your party has commenced participation in the Activities; you shall not be entitled to any refund (in part or in whole). In such circumstances Closer to the Edge may, but shall not be obliged to, offer alternative dates or times at reduced rates. it shall use its reasonable endeavors to notify you as soon as possible, no other compensation shall be payable.

4. Price and Payment

Subject to any terms agreed in writing between Closer to the Edge and you, our charges shall be calculated at our current rates and payment in full shall be due at the time of booking. Payment may be made by debit or credit card either on line or by contacting the booking line: 0845 880 2477. Payments made by debit or credit card will be refunded to the same card or, if the card has subsequently expired, by cheque. Payments made by Gift voucher will be refunded issuing a replacement Gift voucher to the same value.

5. Postponement and Changes in the Event

Whilst every effort is made by Closer to the Edge to carry out the activity in accordance with the booking, Closer to the Edge retains the right to postpone or change the booking or nature of the activity if this is necessary due to circumstances beyond its control including but not limited to adverse weather conditions or unavailability of suitable staff, equipment or the original venue. In such circumstances Closer to the Edge will notify the party booker as soon as reasonably practicable of such changes and suitable arrangements will be made.

6. Closer to the Edges Authority at the Event

a. The group booker agrees on its own behalf and on behalf of each and every party member:-

i. That the opinion of Closer to the Edge is final;

ii. To comply with any request or order made by Closer to the Edge in the interests of safety howsoever expressed;

iii. To comply with any reasonable instruction given by Closer to the Edge for any other reason.

iv. Closer to the Edge reserves the right to request any party member to leave or be removed/rescued if in the opinion of Closer to the Edge the party member is behaving in a dangerous, unreasonable or disruptive manner and the party booker agrees to procure that such request will be complied with by each and every party member. In such circumstances Closer to the Edge will be under no liability to the group booker or the party member in respect of any refund of the booking or compensation for any costs or damage which may be incurred by the party booker or the party member.

b. There must be at least 1 adult participating (or observing) to every 16 children (under 16) on the course.

7. Liability of the Booker for Damage

The party booker agrees that in the event of damage being caused to any facilities,(including buildings and fixtures and fittings), vehicles or equipment of whatsoever the Party booker will be liable for the facilities and each and every vehicle or piece of equipment so damaged as follows: -

i. If the damage arises out of any act or omission of the party booker or any party member the party booker shall be liable for the first £300.00 on each and every item.

ii. If the cause of the damage were deliberate the party booker shall be liable for all the damages so caused or the full replacement values of each and every item.

8. Liability of CTTE for Damage

a. Closer to the Edge agrees to exercise all reasonable skill and care

b. Closer to the Edge has no liability to the Group booker or any Guest (other than liability for death or personal injury of a Guest resulting from Closer to the Edge negligence) for any loss or damage of any nature howsoever caused arising out of or in connection with attendance at the Event to the Party booker or the Guest or the property of the Party booker or Guest unless otherwise covered by the public liability insurance carried by Closer to the Edge at the date of the Event any such claim by the party booker or guest being made on the terms and conditions of such insurance a copy of which is available on request.

9. Alterations in the Price

Additional services requested by the party booker before or on the day and not included in the original booking will be payable by the party booker in advance or on the Event day.

10. Safety

The Activities comprise a challenging high ropes course and participation is not without risk and is offered on a '*Challenge by Choice*' basis. All participants will receive detailed safety training from an instructor.

Closer to the Edge reserves the right to refuse admittance to the Activities or to remove a participant from the Activities should it deem it necessary to do so. This includes a participant who does not comply with the safety rules and advice and the safety system or who is deemed to be under the influence of alcohol or drugs.

All participants are required to wear a safety harness provided by Closer to the Edge and fitted by an instructor.

The Activities can be physically demanding and require a degree of agility, strength and stamina. If participants are in any doubt as to whether they should attempt the Activities they are advised to walk the course before booking. 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. Due to the physical nature of the Activities Closer to the Edge recommends that pregnant women should not take part. Pregnant women who still wish

to undertake the activities will be required to sign a disclaimer confirming that they are aware that there are risks to them and to their unborn child and that participation in the Activities is at their own risk.

All participants are required to act responsibly and courteously at all times and to respect other participants. Closer to the Edge shall be entitled to prevent any person from undertaking or completing the Activities in the event it deems the behavior of any participant unsuitable.

- a. Participants must be dressed appropriately and it shall be the responsibility of all participants to ensure that they are dressed suitably as follows:
- b. Participants may not undertake the Activities in open-toed or slip-off shoes (ankle-supporting boots are best)
- c. Long hair must be tied back
- d. Waists must be covered and piercings removed or taped over for comfort

Closer to the Edge will not be responsible for any damage to or loss of clothing or other personal items of persons resulting from participation in the Activities and Closer to the Edge advises participants to wear clothing appropriate for the weather conditions.

Closer to the Edge reserves the right to refuse admittance to the Activities to any participant who is not appropriately dressed.

The Activities will remain open in most weather conditions (but not in circumstances of gales, lightning, heavy ice or snow at the discretion of the Chief Instructor).

No refunds or compensation will be payable by Closer to the Edge in the event that any participant is not permitted to, or decides not to, undertake or complete the Activities for the reasons set out in this clause.

11. Liabilities

Except as otherwise provided in these Booking Terms and Conditions Closer to the Edge shall not be responsible for the loss, or damage, of or to any property or to any person arising from the booking of or participation in the Activities.

Parking facilities are available at the site, and any vehicles are left at the owners' risk and subject to any conditions and the payment of any fees as may be required by the provider of such facilities at the site location. Closer to the Edge will not be held responsible for any parking charges/fines incurred whilst using the facilities they offer.

Nothing contained in these Booking Terms and Conditions is intended to nor shall limit the liability of Closer to the Edge in respect of death or personal injury caused by the negligence of Closer to the Edge or of its employees, agents or contractors.

12. Miscellaneous

If any of these terms are determined to be illegal invalid or otherwise unenforceable it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and continue to be binding and enforceable.

Nothing above shall confer on any third party any benefit or the right to enforce any of these Booking Terms and Conditions.

These Booking Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales and Closer to the Edge and you submit to the exclusive jurisdiction of the courts of England and Wales.