

All participants must be aware of this and accept the risks associated with these activities. Personal Accident and cancellation Insurance is highly recommended. Trojan Leisure Ltd t/a Trojan Training known hereafter referred to as TT accepts bookings subject to the following conditions:

1. Interpretation and Definitions

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Booking” - A Booking made by the client with TT as set out on the Booking Form.

“Booking Form” - The Booking Form produced by TT to be completed by the Client upon making a Booking.

“Contract” - The contract between the Client and TT under which the Services are to be provided by TT to the Client.

“Client” - The person, firm or company who makes a Booking with TT. All individuals to whom the Services are provided by TT must be a min age of 18.

“Deposit” - An amount equal to 30% of the Fee.

“Fee” - The amount payable to TT under the Contract.

“Force Majeure” - Any act, event, omission or accident beyond TT’s reasonable control including but not limited to Act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, adverse weather, default of suppliers or subcontractors, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network.

“Major Change” - A change in the date, location or over 80% of the content of the Service.

“TT” – Trojan Leisure Ltd t/a Trojan Training

“Recordings” - Photographs, videos or any other visual recordings taken of the Clients during the provision of the Services.

“Services” - The activities and services provided by TT to the Client under the terms of the Contract and “Service” shall be construed accordingly.

1.2 Wording importing the singular meaning shall include the plural meaning and vice versa.

1.3 All wording within the booking conditions is generalised and reference to any gender includes the other genders.

1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Acceptance

2.1 A contract for the Services is made between TT and the Client on the issue of written confirmation of booking by TT.

2.2 The Contract is subject to these booking conditions which the Client has been deemed to have read and fully understood. These booking conditions can only be varied by written agreement between TT and the Client.

2.3 No verbal representations made by TT shall be relied upon by the Client.

3. Booking

3.1 To place a booking, TT require a completed Booking Form together with the deposit fee. If a booking is made by telephone, email or facsimile then the Client shall be deemed to have read and fully understood these conditions and signed the declaration on the Booking Form. All bookings are provisional and are only confirmed once the deposit has cleared in TT’s bank account.

3.2 TT reserves the right to decline any booking at their discretion.

4. Fee and Payment Terms

4.1 The fee payable at the time of booking shall include the planning, organising and delivery of the proposed Services

4.2 Upon the successful payment of the Deposit by the Client, a contract is formed for the agreed programme to be delivered. If the Client wishes to alter any aspect of the programme additional reasonable costs may be levied by TT at their discretion.

4.3 The balance of the fee is payable six weeks before commencement of the course unless agreed otherwise on confirmation of booking. In the event the balance is not paid, TT will have the discretion to treat the booking as cancelled by the client and re-sell the course place. The deposit paid by the Client will be retained by TT.

4.4 The whole course fee is required to secure a place for any booking made within six weeks of the commencement of the course.

5. Responsibilities of the Client

5.1 The Fee does not include travel to and from the site / location at which the proposed Services shall be provided and this shall be the sole responsibility of the Client unless otherwise agreed in writing by TT.

5.2 The Client is responsible for their own personal medical requirements, clothing and footwear for the duration of the Services unless otherwise agreed in writing with TT.

5.3 It is the Client's responsibility to inform TT in writing of any health issues that may make them unsuitable to participate in the Services agreed. Failure to disclose any such information may result in TT terminating the Contract and withdrawing the Client from the Services without refund, notwithstanding condition 8.

6. Variations and amendments

6.1 TT reserves the right to change any price or other particulars of the Services before the contract becomes binding.

6.2 If there is a "Major Change" TT shall notify the Client forthwith. TT shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances; an alternative date; or a full refund.

6.3 If there is any other change other than a "Major Change" TT is not obliged to inform the Client in advance or obliged to pay any compensation.

7. Cancellations by the Client

If the client wishes to cancel the Contract they must advise TT in writing as soon as reasonably possible. Any cancellation of the Contract will be subject to the following cancellation charges. For the avoidance of doubt the cancellation charges are based on the number of days before the arrival date of the Services:

<u>Date of Cancellation</u>	<u>Cancellation Charge</u>
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<i>Less than 6 weeks</i>	<i>100% of the fee</i>
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<i>Less than 12 weeks</i>	<i>75% of the fee</i>
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<i>Less than 16 weeks</i>	<i>50% of the fee</i>
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<i>More than 16 weeks</i>	<i>30% of the fee</i>
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8. Cancellations by TT

PBC will always endeavour to fulfil confirmed bookings however TT do reserve the right to cancel. If TT cancels a booking prior to the commencement of the Services the Client will be offered an alternative date; or a full refund.

9. Assignment

9.1 The Contract maybe assigned by the Client to a third party subject at all times to condition.

9.2 The client is unable to assign or transfer the Contract to a third party without the prior written consent of TT. If the client wishes to assign their contract, he or she must give notice in writing providing the full name and address and contact details of the third party. TT shall then advise in writing as to whether it consents to the assignment as soon as reasonably practicable. TT reserves the right to refuse an assignment to a third party at any time without reason. If subsequently a client has to cancel due to TT refusing the assignment to a third party then the cancellation charges in condition 7 shall apply.

9.3 TT may assign or sub-contract to any third party the performance of any of its obligations under the Contract without consent of the Client.

10. Services

10.1 TT reserves the right to alter the content of the Services at any time without notice to the Client due to certain factors including but not limited to the weather and physical fitness of the Clients.

10.2 Any information on our Services published by TT for its literature and website is designed for illustrative purposes only.

10.3 If the Client elects not to participate in any part of the Services being provided TT has no obligation to provide an alternative activity or service and the Client will not be entitled to a refund.

10.4 If TT believes a Clients health or safety is at risk or a Client has failed to disclose any relevant health information in accordance with condition 5.3 TT may at its absolute discretion make decisions affecting the Clients and where necessary may terminate the Contract immediately without refund.

10.5 The client must refrain from any illegal act or any conduct which may give offence or cause danger or damage to any person or property. If TT or any of its staff, consultants or agents, become aware of any such action then TT or any of its suppliers may at their absolute discretion have the Client immediately removed from any property or facility without refund. TT will have no liability to the Client in such circumstances.

11. Complaints

If there is a problem during the Services, the Client must report it in the first instance to the TT course manager or instructor. If it is still unresolved then the issue should be reported immediately to a Director of TT so all efforts can be made to resolve the problem promptly and effectively. In the unlikely event that the problem cannot be resolved and the Client wishes to make a complaint then the Client must notify TT in writing giving full details within 28 days of the end of the Services. Failure to service notice of the complaint in accordance with the above will preclude the Client from being entitled to take any further action against TT.

12. Liability

12.1 None of the exclusions and limitations in these conditions are intended to limit any rights the Client may have under statute or common law which may not be excluded; nor in

any way to exclude or limit liability to the Client for personal injury or death resulting from TT's negligence or that of its employees or agents; or for any liability incurred as a result of fraud or fraudulent misrepresentation by TT.

12.2 The Client understands that attending any activity or service provided by TT involves some level of risk. These risks include but are not limited to physical injury or even death. By attending any activity or service provided by TT the Client agrees to assume these risks and agrees to release and discharge TT and its directors, employees and agents from any and all claims for liability.

12.3 Neither TT nor any of its directors, employees or agents will be liable for any loss or damage to any personal property or vehicle belonging to the Client during the Services.

14. Copyright

TT reserves all copyright which may subsist in the products of, or in connection with, the provision of the all activities, services or facilities. TT reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

13. Media

13.1 TT reserve the right to take any recordings of the Client during the Services and the Client accepts that all rights whatsoever arising in the recordings shall be solely owned by TT.

13.2 The Client accepts and agrees that any recordings may be used by TT at its absolute discretion in any manner including but not limited to its website, promotional material and advertisements.

15. Law and Jurisdiction

These terms and conditions shall be governed and construed in accordance with English and Welsh law and the parties shall submit to the non-exclusive jurisdiction of the English and Welsh courts.