



ADVENTURE TRAINING & MILITARY RESETTLEMENT

## Booking terms & conditions:

EBO Activities Limited, Trade Services (Europe) Limited, EBO Adventure and EBO Protect are generally referred to as EBO. EBO organise all the services offered in our literature and promotional matter. These terms and conditions describe the commitment between EBO and yourself concerning your booking. These terms and conditions form the basis of the contract between you and EBO.

### UK TRAINING

#### Payment details\_\_

Except for group bookings (see below) full payment for your activity is usually required at the time of booking. We process your payment only once availability of your activity is confirmed.

Payments can be made by credit or debit card or by cheque (payment details are available on request). Please note that we do charge a surcharge for payments made by credit card, this is dependent upon which card you use.

#### Group bookings\_\_

When the total cost of a group booking exceeds £500, with the prior agreement of EBO, a deposit of 50% of the total price of the activity (calculated to the nearest pound) is payable at the time of booking. Final balances are due 6 weeks before the activity date. If the balance is not received in accordance with the above, we reserve the right to treat the booking as cancelled and retain the deposit paid. Where such group bookings are made within 6 weeks of the activity date, the full amount should be paid at the time of booking. The group can change their numbers up to one week prior to the activity. If the group numbers change during the week before the activity commences the group will be charged for the total numbers stated on the booking form.

EBO accepts group bookings on the understanding that the person making the booking is authorised to do so and accepts these Booking Conditions on behalf of all the members of the group.

#### Availability\_

All activities are offered subject to availability. Ideally you should make bookings at least 2 weeks in advance and longer in advance for peak season. Bookings should not be considered confirmed until you receive confirmation in writing or by e-mail from us.

#### Minimum numbers\_\_

Some of our activities need a minimum number of clients to attend and these are identified in the activity details description on our website or by our sales staff, together with an appropriate deadline. If any such minimum is not reached by that deadline, EBO reserves the right to cancel

the activity and will give a full refund.

### **Age and health restrictions\_\_**

Where bookings include persons less than 18 years old, a responsible adult acting in loco parentis must accompany that person at all times.

For safety reasons, some activities may have certain other age and health restrictions. Details are set out on our website or will be identified by our sales staff. When booking, we ask that you declare any medical conditions relating to the people covered by your booking. We cannot accept any responsibility for any condition not disclosed.

### **Arrival time\_**

If you have problems on the day, e.g. running late, illness etc., please call the EBO office. We reserve the right to cancel the activity if we think you are significantly late (one hour or more being significant for most activities) and no refund may be offered.

### **Weather\_\_**

Most activities take place regardless of weather conditions. In the unlikely event we think the weather or other relevant conditions are totally unsuitable for the activity you wish to take part in, we shall make every effort to suggest alternative dates or issue a credit voucher for the amount you paid for your cancelled activity. Credit vouchers can be redeemed at any time within one year from issue and for any activity.

### **Complaints\_\_**

Any complaints must be notified to the activity provider on the day so that attempts can be made to resolve any problems there and then. Any other complaints should be addressed to EBO who will then take up the problem with the activity provider.

### **Cancellation and alterations\_\_**

We reserve the right to reschedule the timings or location of any activity or to make minor changes and will contact you with full details of any such alteration. In the event that we have to cancel your activity, due to the unavailability of the activity provider, insufficient numbers or any other factors beyond our/your control (weather/sea conditions excluded), you are welcome to choose an alternative activity of the same value (or make up the difference) or we will refund all monies.

We will make every effort to arrange any changes you request after your booking has been confirmed. Any changes are subject to availability and an administration charge of £10 per change will be charged.

We cannot accept the cancellation of a booking by you unless we receive written notice from the person who signed or e-mailed the Booking Form.

**If the numbers of participants, or activities change within 14 days of the activity commencement date, stated on the booking form, then client will be responsible for full payment.**

If the numbers change within 14 days of the activity date on the booking form due to a military deployment, then at the discretion of the Centre Manager, the payment for those individuals deployed may be held on credit and used by the Unit within 1 year of the booking date.

Please note that where your booking includes accommodation, different cancellation charges may cover the accommodation element of your package. You will be advised of these and any other terms and conditions at the time of booking.

### **Our responsibilities\_\_**

We cannot accept responsibility unless you or any member of your party suffer as a result of any proven failure to perform, or improper performance of, any part of our contract with you by any of our employees, agents or sub-contractors (providing they were carrying out work authorised by us). We cannot accept any responsibility where any injury, damage or loss resulted from; any act or omission of the person or persons affected, any act or omission of a third party not connected with your activity and which were not foreseen or unavoidable, an event which neither EBO nor the activity provider could have foreseen or avoided even with all due care.

All activities carry a certain element of risk and we work hard to ensure that our activities are as safe as possible. The client however, does accept the risk of serious injury, or even death on our courses.

### **Your responsibilities\_\_**

EBO takes safety very seriously and has very high standards of both quality and safety. However outdoor activities, by their very nature, do contain some element of risk and it is a condition of booking that our clients understand this. For all our outdoor activities, we recommend that clients take out their own personal accident insurance cover.

In the interests of safety, you undertake to follow the advice of your instructor, follow the County Code and act sensibly and prudently at all times. Instructors reserve the right not to complete an activity with clients who may be deemed to be under the influence of alcohol or drugs or otherwise unfit to participate in the activity.

When you book with us, you accept responsibility for your own property and any equipment issued as part of a lesson or for hiring. You accept responsibility for any damage or loss caused by you or any member of your party and indemnify us against any claims (including legal costs) subsequently made against us as a result of your actions.

The full cost of the course is to be paid for by the client, to EBO, 21 days prior to the course date. For the purposes of the training EBO has entered into a contract with you (the client) and you (the client) is solely responsible for the full payment of the course.

Agencies and third parties including charities and the MOD who pay money to students enter into their own contract with the student. EBO will not be held liable for payment issues, which arise between agencies and their clients.

### **MOD Clients\_\_**

EBO is a private company and your contract to undertake training is with us. EBO has no control over what the Service Leaver claims from the MOD and takes no responsibility whatsoever regarding allowance claims by the Service Leaver. It is the Service Leaver's responsibility to claim the appropriate allowances to concur with current MOD regulations. We do not and can not give advice on MOD rules, regulations and allowances.

## **INTERNATIONAL TRAINING**

### **Definitions\_\_**

Unless otherwise stated, all references to 'us' 'we' or 'our' refer to EBO. Any reference to 'you' refers to EBO's prospective and confirmed clients. Clients are regarded as persons who undertake to employ any of EBO's services. The terms 'course', 'activity' and/or 'programme' refer to your chosen course.

### **To Make a Booking\_**

When making a resettlement booking with us both you and EBO are required to comply with the MOD regulations as stated in the JSP 534 Tri Services Resettlement manual. If you have any queries or wish to make a booking, don't hesitate to contact us 0800 083 5037. We are happy to have an informal chat about the courses that interest you and any potential dates you would like to undertake them. Upon acceptance of a training programme you are obliged to provide us with details of your resettlement officer along with any other information considered necessary. EBO then issue you a full pack containing all the information on the course(s) of your choice and any forms necessary for you to initiate your training. Once you have confirmed your place on a course you will be sent a booking form and be asked for a deposit, the value of which shall be determined once a programme has been defined. We assume no obligations towards you, and you have no right of action against us until the deposit has been banked and displayed in our account records. Upon confirmation of the booking, a place shall be provisionally booked for you on the said course. A deposit received for any of our services is classed as an acceptance of these terms and conditions and a legally binding contract between you and EBO. If you fail to send the appropriate paperwork prior to your departure date we cannot accept any liability for any aspect of the chosen re-settlement course and the contract between you and EBO will be terminated on your departure date. You will be responsible for any outstanding balance attached to your re-settlement programme.

### **Example Estimation\_**

If an estimation is shown as an 'example estimation' this means that the exact costs outlined therein, are yet to be confirmed at the time of booking, and any increases in cost must be met by the client.

### **Payments\_**

Upon receipt of your deposit EBO requires you to clear your outstanding balance less the deposit already received by EBO. This balance must be cleared prior to departure for your chosen course. Different arrangements can be discussed with a member of EBO. Such agreements for a payment schedule shall be confirmed in writing and will be legally binding. We reserve the right to consider the contract cancelled by you if any payment is late. **Please note that all costs included in a package are subject to change until full payment is received, therefore it is to your advantage to finalise payment as soon as you can after booking.**

### **Payment Methods\_**

If you are intending to mail a payment or arrange a bank transfer please confirm beforehand the exact amount due with an EBO Consultant (payment details are available on request). Please allow 6 working days for cheque clearance. It is advisable to check with EBO that there is sufficient time between cheque payment and any programme deadlines.

### **Travel Insurance\_**

It is your responsibility to ensure the correct travel insurance is in place for your course requirements before you travel. It is an essential requirement that you have the appropriate insurance in place throughout the duration of your resettlement programme including travel time. It is your full responsibility to organise insurance that covers repatriation and medical expenses. EBO requires all details of travel insurance to be relayed to us, including the insurer's

name, policy number, emergency contact information and proof that your insurance has been endorsed for your chosen activity or activities. It may be necessary to provide proof of insurance at your chosen destination in compliance with local authority regulations in order to participate in the said activity. EBO are not responsible for any cost to yourself if you fail to obtain the adequate insurance. It is strongly advisable to check your policy when you receive it and carry it at all times.

### **Cancellation by You\_**

You are entitled to cancel your agreed training programme at any point. All cancellations must be made in writing. You will incur the loss of any deposit received by EBO. In the event of a cancellation EBO reserve the right to charge a cancellation fee which shall pertain to individual administration costs. It is standard practice for EBO to pay for confirmed courses up front. You will be notified of this. Any course costs incurred by EBO at the time of cancellation are non refundable or remain outstanding if you have not paid for them. You will then be billed by EBO for the said courses. You may wish to make a claim on your insurance should your policy cover your cancellation. If you opt to cancel any part of your re-settlement programme during the course of your stay, EBO must be notified immediately, in writing, detailing the reasons for the cancellation. EBO cannot provide refunds or be held liable if you fall ill or fail to complete the course through personal choice or bad schedule management. EBO are not liable for any costs incurred to yourself. EBO can only give refunds if we, or our agents are proven to fail to provide the courses or services you have paid for.

### **Cancellation or Material Changes made by EBO\_**

We reserve the right to cancel your programme and/or any part of it that we have organised. Occasionally we may need to cancel your course if not enough clients have booked to either cover the costs or fill enough places to run the course. However, EBO will always try to offer you an alternative, subject to time limitations and circumstances beyond our control. Whilst EBO endeavour to ensure that all arrangements satisfy your requirements, it may become imperative to make changes to your agreed programme, especially if there are circumstances beyond our control. EBO reserve the right to provide comparable alternative arrangements should circumstances dictate. EBO reserves the right to incorporate individuals and/or small groups into groups of a viable size should this be deemed necessary. The decision to merge groups is the discretion of EBO. If an upgrade is necessary during the initial stages of organising your programme you will be notified and asked to authorise this decision. If you agree to the upgrade you will be charged the extra cost. In the event of EBO having to cancel the agreed programme or make any alterations to arrangements you will be notified by EBO and offered any available alternative arrangements or a refund. If EBO cancel due to your failure to complete a payment you will not receive a refund. There may be minor changes such as departure times etc. We do not have to tell you about minor changes and we will not pay compensation.

### **Health Requirements\_**

Health facilities, hygiene and disease risks vary worldwide, you should obtain health advice on your specific needs as early as possible. It is your responsibility to comply with all health and immunisation requirements of the countries you may visiting. The department of Health offers a free leaflet, ' Health Advice for Travellers' (available from 0800 555 111) or contact your GP.

### **Pre-Travel Advice\_**

The Foreign and Commonwealth Travel Advice may have issued information about your travel destination. You are advised to check this information on BBC 2 (Ceefax) page 470 or on the internet at [www.fco.gov.uk](http://www.fco.gov.uk). Alternatively, you can contact the ABTA information unit on 0968202520 (50p/minute)

## **Activity Participation\_**

It is your responsibility to ensure that you are fit enough to undertake your chosen activity. EBO strongly advises against alcohol and/or drugs being consumed whilst you are undertaking an activity. EBO is not responsible for any accidents, illnesses or loss of any activity days as a result of alcohol and/or drug consumption.

## **Weather Conditions\_**

We cannot predict weather conditions. You must therefore understand that your activities may be re-scheduled during your course as it may not be safe or suitable for the activity to take place. EBO cannot be held responsible or liable for weather patterns and the resulting loss of activity days or courses.

## **Responsibility, Supervision, Behaviour, Damage and Disturbance\_**

By signing the booking form you are responsible for your conduct throughout your programme. In the event of a group booking, the group leader who signs the booking form assumes responsibility for the good conduct of all participants undertaking the agreed programme. The group leader also accepts responsibility for ensuring that all members of their group carry adequate insurance. EBO are not accountable for any costs incurred to you if you fail to take out the correct insurance. You will be responsible for ensuring that, local residents, other guests, holiday makers, EBO's agents or persons providing you with our service are not disturbed by unreasonable or unruly behaviour. Any equipment or property belonging to EBO, our agents and/or our providers is damaged or lost, EBO reserve the right to make a charge to cover the damage and/or loss. In the case of a group committing the damage or loss, the members of the party shall be held jointly and severally responsible and EBO will charge the cost of damage accordingly. You will be liable for any damage caused while using EBO services.

## **Complaints\_**

Any complaints during your course of activity should be reported immediately to an EBO representative ensuring that the matter is resolved as quickly as possible. If you are still not satisfied your complaint must be reported to an EBO consultant by the most expedient manner of communication (usually email). If the issue remains unresolved then a letter of complaint must be forwarded to EBO within 30 days of your return from your course of activities. EBO will not accept responsibility for complaints received after this period.

## **DISCLAIMER NOTICE**

All our UK and International activities are physical and demanding sports, which obviously have inherent hazards associated with them. Whilst EBO takes all necessary precautions to try and ensure the safety of all participants, unfortunately accidents will occur in consequence. Each participant should familiarise themselves with the hazards and try to minimise these as much as possible by complying with EBO Adventure's risk management guidelines.

The Management accepts no responsibility whatsoever for any loss or injury resulting from any persons' involvement in activities. Furthermore, it is understood and agreed that individuals participate at their own risk.

## **Injuries\_**

You (the client) must report any injury immediately to a member of the EBO staff. Details of your injury will be annotated in our accident book. Failure to notify us of injuries sustained whilst training will affect our ability to record Health and Safety incidents properly.