

The BUCS Surf Championships – Surfers Village 2011 – Terms & Conditions

The information on these pages is important. It explains the responsibilities and obligations undertaken by all parties when booking an Outgoing holiday. When you, being the signatory to the booking or the lead name and acting on behalf of other members of your party, make a booking with Outgoing Limited and it is accepted, a contract is legally made with obligations and rights due to you and Outgoing Limited as set down below which, unless agreed in writing by you or Outgoing Limited, cannot be changed nor be undermined by any perceived verbal understanding by either you or Outgoing Limited.

1. THE CONTRACT BETWEEN US

These Booking Conditions form the basis of your contract with Outgoing Ltd. In these booking conditions 'you' and 'your' are references to the party leader who must book on behalf of all persons named on the booking. For the purpose of this contract if you are booking for yourself only you will be known as the party leader. By signing the booking form, electronically making a booking and payment, therefore agreeing to these terms and conditions, the party leader confirms that he/she is so authorised to do so by all noted party / group members contained within the booking made by the party leader and that all party members agreed to be bound by these booking conditions. References to 'we', 'are', and 'us' are references to Outgoing Ltd. The term 'tour' means holiday, course, trip, or otherwise inclusive arrangement. The contract between you and Outgoing Limited is governed by English Law and any dispute will be dealt with under the exclusive jurisdiction of the English Courts.

Please note, changes to these booking conditions or to any of the information appearing in our promotional material will only be valid if expressly agreed by us in writing. When we have confirmed your booking by issuing a confirmation and receipt for full payment, a contract exists under which we accept responsibility for the provision of all services described on our invoice.

2. PAYING FOR YOUR HOLIDAY

- a) The balance of the holiday must be paid in full upon booking to guarantee you or your groups place. You will then receive a confirmation of booking.
- b) On making a reservation you need to provide Outgoing Ltd with the number of places you wish to reserve with a completed booking form with option details and individual passenger names for the party.
- c) The balance shown on your booking is payable without reminder upon making the booking.
- d) If the full balance due for the total party is not received on the final payment due date the holiday may be considered cancelled and subject to the cancellation charges and/or the late payment charge of £20 per person per week.
- e) On receipt of final payment your full itinerary, final information and any relevant documentation and/or tickets will be sent to you. This information is usually dispatched around 5 days before departure.
- f) On receipt of your full itinerary, final information and any relevant documentation and/or tickets, you must check your documentation (including itineraries and tickets). Inform us immediately if it is not correct otherwise we cannot accept liability for any inaccuracies. We regret we cannot accept any liability if we are not notified of any inaccuracy in any document within 5 days of our sending it out (3 days for tickets)
- g) All monies paid to a group leader are held by that group leader on behalf of the party members until it is forwarded to Outgoing Ltd. The group leader accepts full responsibility and liability for these funds paid to them by individual group members prior to Outgoing Limited receiving and confirming receipt of any said amount from the group leader on behalf of their party members.
- h) Payments made by group leaders on behalf of their individual members by cheque and sent to Outgoing Limited by post are not declared paid to Outgoing Limited until the cheque has cleared.
- i) Proof of postage is not proof of receipt. We strongly suggest any cheques are sent by Royal mail Special delivery and a signature obtained.
- j) Payments made by credit / debit card will be subject to a 2.5 % charge unless a Visa Electron card is used. Payments by this method must be made over the telephone. Be aware that the Group Leader for each caravan is responsible for the full payment prior to departure. If there is an amount outstanding prior to travel the group leader will have to pay for the remaining balance before departure. If any outstanding balance is not paid, Outgoing Limited will assume the booking has been cancelled by the individual members and reserves the right to terminate the booking of ALL of those individuals noted on the booking.

3. PAYMENT SECURITY

All clients monies are held within the Travel Services Trust Account which provides total security for all prepayments. The account is placed with Barclays Bank, and administered by the Trustees of Travel Services (Harbour Point, Torquay, Devon), your monies are held in the account until the completion of your holiday.

The Trust Account complies with the Department of Trade and Industry's 'Package Travel Regulations' clause 20. By LAW, monies are only transferable to Outgoing Ltd once you have completed your holiday.

4. CHANGES IN THE PRICE OF YOUR TOUR

The price of your tour is fully guaranteed at that time that it was booked (subject only to the correction of errors). We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. Please note: As Outgoing Ltd is accepting the risk of increased costs on your behalf, we are unable to reduce our prices or make any refunds if in fact costs reduce or exchange rates fluctuate favourably.

5. INSURANCE

- a) It is essential that all passengers travel with a fully comprehensive policy that they are acquainted with.
- b) Should you or any members of your party not take the insurance we offer, you absolve us of all possible liabilities and consequences in respect of matters that otherwise would be covered.
- c) Your insurance policy is only valid when paid for in full. Your holiday must be fully paid to include your insurance. To validate your policy you must pay for it in full which can be done at any time from when you book your holiday.
- d) Insurance is non-transferable and non-refundable.
- e) I have read and understood the status disclosure document and insurance policy terms and conditions.

6. SPECIAL REQUESTS

- a) Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot promise that any requests will be complied with unless we have specifically confirmed this in writing. Confirmation that a special request has been noted or passed on to the supplier on the inclusion of the special request on your confirmation or any other documentation is not confirmed that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability.
- b) If you or any member of your party has any medical problem or disability which may affect the holiday arrangements or optional activity contained herein (e.g. surf lessons) of that person, please tell us before you confirm your booking so we can advise as to the suitability of the chosen holiday. In any case, you must give us full details in writing at the time of the booking. If we feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline/cancel their reservation.

7. COACH TRAVEL TERMS AND CONDITIONS

- a) Coaches and buses will be utilised during the event to provide shuttles from the site to the beach during the day and from the site to Newquay town in the evening. This is a scheduled shuttle service and, as such will only operate between specific times as noted in your final information.
- b) The shuttle service will operate a LIMITED SERVICE into Newquay town centre on the FIRST night of your stay and the SECOND night of your stay. Be advised, this LIMITED SERVICE will not provide the ability to shuttle all participants. The shuttle service over these two specific nights will be on a first come first served basis.
- c) Participants utilising the shuttle service agree to abide by all current legislation when on board. The consuming of alcoholic drinks and smoking is NOT permitted. Any offenders will be barred from using the shuttle service for the duration of the event and may be expelled from the site.
- d) Participants utilising the shuttle service agree to treat all coaches and buses with respect and refrain from causing any damage or endangering themselves or others during any shuttle service. Any damage caused will be paid for by those liable, by debiting any due amount from the global event participant damage deposit. Any individual that endangers either themselves or others during any shuttle service, including in the waiting queue to board the buses or coaches will be expelled from the site forthwith.

8. ACCOMMODATION AND INVENTORY DEPOSITS

A damage deposit will be taken in cash upon check at the caravan site at £30 per head. A minimum of £120 security bond must be paid on each caravan, therefore a caravan of 3 or less will be expected to pay the £120 minimum. Providing you leave the accommodation and equipment for the next occupants in the same clean, undamaged condition as you yourself would like to find it no damage deposit will be taken from your security bond. Please note that passengers are liable for any damages to the caravan in which they are staying. In the situation where the damage is calculated to go beyond the collective damage deposit of the group, the group will be required to pay immediately or run the risk of legal proceedings and / or academic disciplinary proceedings that will be instigated by Outgoing Limited.

If there is communal damages to the caravan park or property on the caravan park, beach, coaches etc. Outgoing reserves the right to utilise this global participant damage deposit to meet any costs incurred due to the actions of confirmed but unknown or unidentifiable event participants. All participants are strongly urged to, therefore, "self-police".

9. CANCELLING THE BOOKING

Bookings are made on a per caravan basis. Therefore a caravan with 8 people is considered a booking of one. If you or any members of your party cancel your holiday, a charge will be made. We will have incurred expenses in connection with your holiday and the percentage charge of your holiday cost will depend upon the time at which written notice of cancellation is received by us. You must notify all cancellations to us in writing. Charges apply from the date written notification is received at our offices. The following cancellation charges apply to any cancellations on Outgoing Ltd;

Period before departure Cancellation Charge

70-40 days before departure, 50%* of the full cost of the holiday package

39-25 days before departure, 75%* of the full cost of the holiday package

24-14 days before departure, 90%* of the full cost of the holiday package

13 days – departure date or afterwards, 100%* of the full cost of the holiday

*Percentages shown are of the total cost less any amendment fees or cancellation charges which have already been incurred which are not refundable.

Free places are guaranteed only after final payment has been received by Outgoing Ltd. Depending on the reason for the cancellation, you may be able to reclaim the cancellation charges under the terms of your included insurance policy. You must however, pay the cancellation charges first and then seek a refund from the insurance company. You may change a name (to a suitable client) without incurring any charges other than a £10 amendment fee, providing 21 days notice prior to departure is given. Be aware that if someone from your group cancels or drops out, it is the responsibility of the group/caravan leader to find someone else to fill this person spot (and pay a fee of £10 for name change) – or pay the outstanding amount remaining on the booking before departure can occur.

11. IF WE CHANGE YOUR BOOKING

a) Minor and significant changes

The arrangements for Outgoing Ltd are put together in good faith and many months in advance and we must therefore reserve the right to make alterations to and correct any errors to the holiday details before and after your booking has been confirmed. Changes will mostly be minor such as changes to coaches, accommodation, departure times of less than 12 hours or the withdrawal of certain facilities. These are operational changes and not significant ones entitling you to cancel without penalty. Such changes will therefore not be specially notified to you and will simply appear on your travel documentation. Unfortunately it is sometimes necessary to make significant changes. If a significant change to your holiday arrangements is made, we will advise you as soon as reasonably possible (if there is time before your departure) when you will have the choice of;

1) Accepting the changed arrangements as notified to you or

2) Purchasing another holiday from us, of at least the same standard if available (and paying supplement or receiving a refund in respect of any price difference) or

3) Cancelling your holiday and receiving a full and prompt refund of all monies paid to us.

No compensation is payable for minor changes. Minor changes do not entitle you to cancel or change to another holiday without paying our nominal charges:

If we do have to make a significant change, one which involves a change of resort, a change of departure point, and a change of departure time by more than 12 hours or accommodation to that of a lower standard of classification we will pay per person a minimum compensation of;

Period of notification prior to departure Compensation or credit per paying passenger

More than 35 days Nil

35 – 21 Days 10

20-11 Days 20

10 Days or less 30

If a significant change is made as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with due care which include but are not limited to those circumstances set out under the heading Force Majeure., compensation we regret cannot be paid. We regret we can not meet any costs or expenses you incur as a result of any change.

b) Can we cancel a holiday We may sometimes be forced to cancel a holiday as all holidays are subject to a minimum number of clients. This happens on very rare occasions when it becomes impossible to run a particular holiday. We must therefore reserve the right to cancel holiday arrangements at our discretion. Please see note below. Where your holiday is cancelled other than due to your default in payment, we will offer you the choice of either purchasing an alternative holiday of at least the same standard (if available), (and paying or receiving a refund in respect of any price difference) or receiving a full and immediate refund of all monies paid to us. In addition, we will pay you compensation as set out in clause 11 (a) above subject to the following exceptions.

Compensation will not be payable and liability beyond offering the above mentioned choices can not be accepted where we are forced to make a change as above subject to the following exceptions. No compensation shall be payable if we cancel as a result of your failure to make up all payments due in full and on time. Please see note below. In all cases, our liability is limited to offering the above choices and the compensation set out as in clause 11 (a) (where applicable). We regret we cannot meet any expenses or costs you incur as a result of any cancellation. No compensation is payable where we cancel more than 5 weeks before departure. Very rarely, we may be forced to cancel or curtail your holiday after the date of departure where circumstances amounting to 'force majeure' (as described in the special note below) occur. In this very unusual situation we regret we cannot make any refunds, pay any compensation or be responsible for any costs or expenses you may incur as a result.

Special note – Force Majeure except where otherwise specified in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is affected by reason of circumstances amounting to 'force majeure'. In these booking conditions 'force majeure' means any event which we or the supplier of the services in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and similar events beyond our control.

12. SUPERVISORY RESPONSIBILITIES OF THE PARTY LEADER

Once the booking form has been signed, the party leader accepts responsibility for the good conduct of all participants. Furthermore it is the party leader's responsibility specifically to ensure that:

- a) No participant under 18 years of age consumes alcoholic drinks unless written permission from a parent or guardian can be produced
- b) All local laws relating to the consumption of alcohol are at all times obeyed
- c) No participant smokes in caravans, or in any way causes a fire hazard
- d) Participants act in a responsible fashion and do not behave in a way likely to cause damage to property or offence or danger, to other people
- e) The party leader is responsible for any damage or loss caused which must be paid at the time direct to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claim subsequently made against us as a result as well as our own and the suppliers legal costs
- f) If the behaviour of any member of any party is causing or is considered likely to cause offence, danger, damage to property and/or distress to others, we reserve the right at all times, without prior notice, to terminate the holiday of the person(s) concerned or, at our discretion, that of the whole party. If, for example any coach driver, accommodation owner or manager, or senior member of our staff, considers that the behaviour is unacceptable they are authorised to terminate a booking wherever and whenever necessary and require the person(s) to leave the accommodation or property. In this situation, we will have no further responsibility to award such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of termination. Cancellation charges will apply.

13. DEALING WITH PROBLEMS

If a complaint arises you should report it as quickly as possible to our representative or agent and the supplier so that efforts can be made to rectify it to your satisfaction. Our representative or emergency contact can deal with most problems on the spot. If we are unable to resolve matters the party leader must write to our head office within 20 days of return, explaining the problem fully. Except in the case of personal injury, illness or death, we regret we cannot accept any liability in respect of any complaint or claim not notified to us within 10 days of return. We undertake to acknowledge receipt of your letter within 14 days and within 28 days to send

you a full reply or an explanation for the delay. In any event we undertake to send you a full reply within 56 days

14. SLEEPING ARRANGEMENTS

Due to the birthing arrangements in caravans; in some cases you may be required to share a double bed with one of the people in your party or group.

15. OUR LIABILITY TO YOU

We accept responsibility for ensuring your holiday is supplied as described in any promotional material subject to your agreement with us and that services offered reach a reasonable standard. If any part is not provided as promised we will pay you appropriate compensation if this has affected the enjoyment of your holiday. We accept responsibility for the act and/or omissions of our employees, agents and suppliers when acting within the scope of their employment except where they lead to death, injury or illness. Our liability however is in all cases limited to twice the price of the holiday excluding insurance premiums and amendment charges of the person affected. Except where either transport or accommodation only is booked, we accept the responsibility should you or any members of your party suffer death, injury or illness as a result of any failure to perform or improper performance of any part of our contract with you by any of our employees, agents, suppliers or subcontractors (providing they were at the time carrying out work authorised by us) except in the following situations. We will not be liable where any failure to perform or improper performance was due to (a) the acts and/or omissions of the person(s) affected or (b) those of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or (c) an event which either ourselves or the supplier of the service(s) in question could not have foreseen or avoided even with all due care. In respect of carriage by air, sea or rail and the provision of accommodation our liability in all cases will be limited as if we were the carrier/accommodation provider within the relevant international convention or EC regulations. It is however a condition of our acceptance of these responsibilities that you notify us of any claim within 28 days of your return from your holiday and that, where any payment is made, the person affected will assign to us or our insurers any rights they may have to sue any third party and to extend to us our full co-operation. If any client (except where either transport or accommodation only is booked) suffers death, illness or injury whilst overseas arising out of activity which does not form part of the foreign inclusive holiday arrangements nor an excursion arranged through us, we shall, at our discretion, offer advice, guidance and assistance to help you in resolving any claim you have against a third party, provided we are advised of the incident within 90 days of the occurrence. Where legal action is contemplated our authority must be obtained prior to commencement of proceedings and be subject to your undertaking to assign any costs recovered or any benefits received under an appropriate insurance policy to ourselves. Our costs in respect of the above on behalf of you and your party shall not exceed £5,000 in total.