



## Terms and Conditions

For the purposes of these Booking Conditions, when booking an experience you are booking with H-Entertainments Limited, t/a 'Newquay Stag Night' whose registered office is at Hotshots HQ, REAR 29 St Anne's Road, Newquay, Cornwall, TR7 2SA ("NSN", "we", "our" or "us"), depending on the arrangements you are booking. Details of the company with whom you book will be confirmed to you during the booking process. All bookings made and communications with you shall be in English.

Bookings are made over the telephone. We will take details of your proposed booking over the telephone from the Group Leader, who makes the booking on behalf of the whole group.

It is important that you read the following Booking Conditions before you book as these apply to your booking with us and to all members of your group. A copy of the booking contract is filed by us for administration purposes and you are advised to print off a copy of these Booking Conditions for your records. It is also important to understand that these Booking Conditions (together with our Privacy Policy and Terms of Use Policy) apply for all bookings with us, whether you have chosen to read them or not, and are applicable for all members of your group. These conditions are available and freely accessible in our brochures and on our website. We also draw your attention to these Booking Conditions during the booking process verbally, via email and within our communications to you either in full or abbreviated or with directions and hyperlinks directing you to access them.

By paying the **non-refundable** deposit detailed to you at the time of booking, you acknowledge that you understand that our Booking Conditions apply and agree to these Booking Conditions by continuing with a booking. The Booking Conditions are binding when your booking is accepted and confirmed by us in writing via email, letter or fax to either yourself or your travel agent.

We accept bookings subject to the following conditions:

### 1. YOUR CONTRACT WITH US

To secure a booking, we (or our agents) require a non-refundable deposit in the sum as notified to you at the time of booking. All bookings are made and accepted as a group booking and the person placing the booking who takes responsibility for the reservation is the "Group Leader". The Group Leader agrees, on behalf of all group members, to be bound by these Booking Conditions. The Group Leader warrants that he/she, and all group members, are over 18 years of age and that the Group Leader has full capacity and authority to secure the booking in accordance with these Booking Conditions on behalf of all persons whose names appear in the booking and of others whom he/she may later add to the group. We reserve the right to decline a booking at our entire discretion.

We shall endeavour to make any changes you request to a booking, including adding new confirmed members to a group booking or requesting additional services or upgrades to your

group booking, however this is subject to pricing updates, availability and the payment of our relevant administration fees (all of which shall be payable by relevant members of the group and are the Group Leader's ultimate responsibility), as set out in these Booking Conditions. If such amendments to the group booking means that the updated costs increase and an individual has already made payment in full of amounts notified to them to date, then their individual record of payments within the group booking record will show the relevant amount for their proportion of the updated payments as outstanding. Only when all monies have been paid to us for the complete booking will your travel/holiday/experience documents be released to you by the documents being made available.

## 2. PAYMENTS

The Group Leader is responsible for a reservation and for ensuring that all monies due for a booking are collected and paid on time by the members of the group and that everyone within the group is aware of our Booking Conditions, unless agreed otherwise. The Group Leader assumes all responsibility to settle the balance of the invoice for a confirmed booking before the due date.

2.1 Payments can be made by members of the group either in full on the date of booking or 50% of the total on the date of booking.

2.2 The remaining 50% should be received no later than 30 days prior to the event date.

2.3 If the instalment option is chosen, until the balance is paid in full, all individual payments are deemed instalment deposits.

2.4 Under all circumstances; all deposits, part payments, instalments, treatments, theatre or show tickets, administration charges, insurance premiums, ATOL APD payments, service fees and prepaid flights or transfers are non-refundable and non-transferable.

2.5 Payments are accepted by credit or debit card (not American Express), and you will receive an e-receipt for payments to the email address provided by the individual who has made a payment. We do not accept cheques.

2.6 Once a booking has been confirmed in accordance with Clause 1 of these Booking Conditions, it can only be altered by the Group Leader and with our consent in accordance with these Booking Conditions. If a member of the group does not wish to proceed with taking part in the experience/activity/holiday and wishes to cancel their part of the booking once they have confirmed their attendance following the Confirmation Date, then that individual can seek to cancel their attendance, but shall not be entitled to a refund of any monies paid, whether paid as a deposit, or through our individual instalment plan. The group member wishing to cancel will still be liable to make payment in full. If agreed to by the other members of the group, the remaining monies payable in connection with that individual's part of the booking shall be split equally between the remaining members of the group as the sums payable for a booking are for the group as a whole (as confirmed at the time of booking, subject to any allowed alterations to the booking in accordance with these Booking Conditions) and are split according to the number of people in the group confirmed by the Confirmation Date between the remaining members of the group. The remaining members of the group shall be notified of the updated amount to be paid to take account of the allowed alterations once the amounts have been recalculated by us and confirmed to the Group Leader. If the other group members do not agree to splitting the costs of any departing

member of the group, then the individual member shall still be responsible for the full costs of their part of the booking.

2.10 If a card used by an individual for making payments to us (other than when making instalment payments) is declined for any reason, we will notify that card holder that it has been declined by email, asking them to re-submit their card details and make payment again for the relevant sum (as we do not store card details and these are stored securely through the secure online payment system) and reserve the right to charge that individual our administration fee of £25 for each transaction declined to take account of our costs in chasing correct payment and notifying the individual of the declined transaction. If a card used by an individual for making instalment payments to us under our instalment plan set out at Clause 2.8 is declined for any reason, we will notify that card holder that it has been declined by email, asking them to re-submit their card details and start a new instalment payment plan (as we do not store card details and these are stored securely through the secure online payment system) and shall automatically add to that individual's instalment payment plan a new set-up fee of £15 for each transaction declined to take account of our costs in chasing correct payment, notifying the individual of the declined transaction and setting up a new instalment payment plan.

### 3. ITINERARIES

By utilising our wealth of professional experience, itineraries and itinerary timings are planned to provide the best and most hassle free experience possible according to the availability of the services. By entering this contract, the Group Leader agrees and accepts that our itinerary recommendations and planning, including venues, timings and durations are final once a booking is confirmed, and no requests to alter or amend timings can be accepted once the balance has been paid. Whilst we will endeavour to accommodate any specific requests with regards timings and dates prior to the travel pack being issued or final invoice being settled, these cannot be guaranteed if they differ from our original itinerary, and requests cannot be accepted within 30 days prior to the commencement of your arrangements. We are not responsible for the smooth running of your itinerary if you do not adhere to our planned timings and dates or our and our representatives instructions whether written or verbal.

### 4. CHANGES

#### 4.1 Changes by You

All changes must be requested by the Group Leader only directly with NSN and not with suppliers. If you make changes directly with suppliers, you may incur costs from both the supplier and from NSN, and in such circumstances you agree to pay our costs and indemnify us against any costs raised by our suppliers.

4.1.1 Changes to the original booking must be confirmed by the Group Leader, by telephone or email.

#### 4.2 Group Size Amendments

We are experts in organising groups and group itineraries and we fully understand that people drop out after saying they will attend. Once you have paid your deposit and / or subsequent part payments, we must have a confirmation of group size within 30 days of booking. Any amendment of group size during this period will not incur cancellation charges.

4.2.1 We will assume you have confirmed the group size 30 days after booking if you have not informed us in writing of any changes of group size within that period and the group size shall be the size according to those individuals who have accepted invitations within that

time. The Group Leader shall therefore be liable for the sums due for those individuals within the group from that time, and these Booking Conditions shall relate to the group size confirmed to us at that stage.

4.2.2 Any additional people to the booking shall be facilitated, subject to availability and costs applicable at the time of booking (as set out in Clauses 1 and 2 above). If the costs have increased between time of original booking and adding extra people, you are liable to pay for the updated available charge.

4.2.3 The addition of extra people, when available, will not incur our amendment charge, however all other related charges, and subsequent changes will be applicable to the additional persons.

4.2.4 We cannot guarantee that the additional people will be able to be in the same accommodation as the rest of the group.

#### 4.3 Changes by us

Whilst NSN will use its reasonable endeavours to operate all the tours and arrangements as advertised and booked, by entering this contract you and your group members accept that it may prove necessary or advisable to vary or modify an itinerary or its contents due to prevailing local conditions. NSN reserves the right at any time to cancel or change any of the facilities, services or prices, including and not limited to flights, accommodation, activities, restaurants, entertainment venues, transfers and to substitute alternative arrangements of comparable monetary value without compensation and accepts no liability for loss of enjoyment as a result of these changes.

4.3.1 If we cannot provide an experience or activity due to inclement weather conditions, we will provide with an alternative activity, but we will not give you a refund.

4.3.2 If a major change is known to us, you will be told at the time of booking. If a major change becomes necessary after time of booking, we will endeavour to inform you as soon as reasonably possible if there is time prior to commencement of your arrangements providing you have given us all the necessary contact details we require.

4.3.3 The definition of a major change will depend on the individual itinerary and circumstances. Usually a major change is when we have to change a destination or dates to ensure the itinerary proceeds. When a major change is made, you will have the choice of accepting the change of arrangements or purchasing alternative available arrangements from us.

### 5. SUBSTITUTION OF CLIENT

If any member of your party confirmed after 30 days after booking is prevented from participating or travelling because of the death, injury or serious illness of that person, close relative or friend, redundancy, call of duty to armed services, or jury service it may be possible to transfer the booking to another suitable person provided that written notice is given at least 14 days prior to departure and the alternative person meets all the requirements relating to the holiday/experience/activities and that the holiday/experience/activities remain the same as originally booked.

### 6. CANCELLATION

No employee of Redseven other than a Director has the authority to vary or omit any of these Booking Conditions or promise any discount or refund.

#### 6.1 Cancellation by you

Once your booking has been confirmed cancellations can only be accepted in writing from the Group Leader for the entire group booking, by sending an email to us or by telephone.

6.1.2 No refunds will be made or credit notes issued if you or any group members.

6.1.3 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to the costs. You are advised to ensure that your policy has sufficient financial protection to cover you in the event of cancellation.

## 6.2 Cancellation by us

NSN reserves the right to cancel any itinerary and tour (before commencement of the arrangements), due to force majeure, health concerns or any other reason outside the control of NSN that we, in our absolute discretion, may determine.

Force majeure events include (but are not limited to) war or threat of war, riot, civil strife or unrest, Acts of God, strikes, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, technical or maintenance problems with transport, changes imposed by rescheduling or cancellation of flight or rail transport by airline or rail operator, the alteration of flight paths, aircraft type or any other event that is beyond the reasonable control of Redseven.

6.2.1 In such circumstances you will be informed of the cancellation and a full refund of monies paid to us will be compensated, or credit will be issued to be used against a booking at a different time, and this will be the extent of our liability. You shall have the option to re-book the planned arrangements at a different time.

6.2.2 We will endeavour not to cancel any booking, except for reasons of force majeure (or failure by you to pay the final balance), less than 30 days prior to commencement of the arrangements, tour or itinerary, providing full payment has been received in accordance with these Booking Conditions.

6.2.3 If an itinerary is not able to proceed, we will establish alternative elements as a preferable substitute to cancellation to a like for like or greater value. In the unlikely event that we are unable to make alternative arrangements that are suitable to you and do have to cancel your booking within 21 days of commencement, we will offer a full refund or credit note (to use against new/alternative bookings) of monies paid. This shall be the limit of our liability however this does not prevent you from claiming compensation if you are entitled to do so.

6.3 In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer for flights booked through us only. We do this by listing carriers to be used or likely to be used as set out in our brochures / on our website or confirmed to you by us. You will be advised of the specific airline operating your flight and aircraft type with the confirmation of your booking and flight schedules. Any changes to the actual airline after you have received confirmation of your booking will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. A change of airline, aircraft type or alteration of your outward/return flights by less than 12 hours is deemed to be a minor change. In the event that you choose to cancel your holiday as a result of such change, our normal cancellation charges set out in Clause 6.1 will apply. Flight timings are provided by the airlines and are subject to weather conditions, air traffic control and all passengers checking in on time. We can give no guarantee that the flight will depart at the time shown on your booking confirmation. Where an airline is unable to operate your confirmed domestic flights, travel by road or railway may be an alternative.

6.4 We shall not be responsible for any flights not booked through us. If you decide to book flights independently from a booking for itinerary activities/accommodation, etc, with us, then you shall remain liable to us for that booking and liable to pay all relevant payments of

all sums due to us for that booking, notwithstanding any changes made to or cancellations of flights booked separately from your booking with us.

## 7. PRICES & PRICE CHANGES

Our prices include any discounts, incentives, administration and service fees that we may pass on to you and you are liable to pay our prices as agreed at point of sale and subsequently for any changes.

7.1 By booking you agree to pay the prices quoted at time of booking and these prices will not increase providing there have been no changes to your reservation, except in circumstances where there are variations in the following costs which we will pass on to you, and you agree to pay: transport costs, including costs of fuel, government action (including taxes, surcharges, fees) and fluctuations in exchange rates.

7.1.1 We will absorb and you will not be charged for any increase equivalent to 2% of any surcharge and you must pay and agree to pay the difference above 2%. Only amounts in excess of this 2% will be surcharged to you.

7.1.2 If, after our absorbing 2% of any surcharge, the remaining surcharge is more than 10% of the total cost of your arrangements with us, you are entitled to cancel and receive a refund, excluding service and administration fees, bank fees and airline tickets or other charges as detailed in Clause 2.3. Alternatively, you will be able to change your arrangements with us without incurring additional administration charges, with the exception of charges as detailed in Clause 2.3.

7.2 Prices displayed in brochures, communications, websites and advertisements are all subject to change and availability, date restrictions or conditions and qualification in addition to these Booking Conditions. Prices quoted for overseas destinations are based on a currency conversion rate calculated at the time these Booking Conditions came into force and are priced according to exchange rates applicable at the time the price of your arrangements are notified to you and are subject to availability at the time our brochures, etc, were created. We reserve the right to alter the prices of any of the holidays shown in brochures, etc, due to changes in transportation costs (eg, fuel, airport charges, or other transports charges), government action (eg, increases in VAT or other government imposed levies or taxes) or currency fluctuations as mentioned above, and you will be advised of the current price of the holiday at the time you wish to book before your contract is confirmed, or from time to time according to said promotion or restrictions.

## 8. TRAVEL INSURANCE

Travel Insurance is recommended for every group member travelling on itineraries organised by NSN. You may provide your own insurance that holds the correct cover for you and your group's participation in the itinerary. You should ensure that any insurance policy covers personal accident, medical and emergency evacuation, loss of monies and participation in your chosen activity or dangerous sport.

Overseas itineraries are inclusive of activity holiday insurance for your protection, and may not be removed from the itinerary.

## 9. PARTICIPATION

If you decide not to take out travel insurance suitable for your arrangements independently, you hereby agree to indemnify us against any claim of loss or injury, and you and your group members participate entirely at your own risk.

9.1 If you do not effect insurance cover, NSN may cancel your participation at our discretion and no refunds will be due. If we decide not to cancel your reservation, it is on the agreed basis that we shall not be liable for your participation in the itinerary and you participate entirely at your own risk.

9.2 Certain activity providers may insist you sign an insurance indemnity and waiver form; therefore you participate at your own risk, and we shall not be liable for your participation.

9.3 Participation in activities that are not booked as part of the itinerary or have been booked independently of the reservation will not be the responsibility of NSN and we shall not be liable in any way.

9.4 You accept and agree to indemnify us and our suppliers of any claim for injury, death or failure when participation of the booked itinerary is conducted whilst under the influence of medication, drugs, alcohol or any other substance, or against advice.

9.5 Participation within the booked itinerary is at the sole discretion of the service providers and you may be refused participation or entry if the service provider deems group member(s) to be under the influence of medication, drugs, alcohol or any other substance and if this occurs, the service providers' decision is final and we accept no liability whatsoever and you agree to indemnify us of any claim.

## 10. YOUR RESPONSIBILITY

### 10.1 Reasonable Behaviour

The best policy is to enjoy your arrangements without causing distress, annoyance or damage to third parties. Travelling in a group may require some compromise to accommodate the different desires and abilities of group members and other groups and third parties. By booking with NSN, the Group Leader agrees to accept responsibility for each of your group members and the group undertakes to conduct itself in a manner conducive to positive dynamics. If you or a group member act in a manner that threatens or disrupts the safety or enjoyment of others and third parties, we or our suppliers or representatives or agents may, at our discretion cancel your reservation without notice and from immediate effect. You may be required to vacate accommodation without notice. No refunds will be given.

10.1.1 You must adhere to any on site conditions of use and/or instructions given by suppliers of or representatives of NSN and a breach may result in immediate cancellation of all or part of the reservation without notice and no refund will be due.

10.1.2 In the case of overnight stays you must deposit with the hotel management a valid credit card authority or cash bond facility to cover extra costs or breakages or damage attributable to your group, and you may be refused entry to the accommodation without it and no refund will be due.

10.1.3 Some properties may impose a behaviour bond in the form of cash. We recommend you gain a receipt if this is the case.

10.1.4 At the sole discretion of the accommodation management; you may not be permitted to stay at the accommodation if you do not deposit the required bond, and no refund will be due.

10.1.5 We are not responsible for the handling of security deposits or behaviour bond and any transaction is limited between you and the accommodation provider.

## 10.2 Health

You must notify us of any medical conditions of any group member that may affect their participation. At the discretion of ourselves or our representatives, suppliers or agents who determine that you or a group member(s) are not fit to participate in any part of the itinerary due to poor, inadequate or deteriorating health and fitness or excessive alcohol, drug or other substance consumption, that part of the itinerary will be cancelled and no refunds will be due.

## 10.3 Complaints

Although the quality of our arrangements is high, sometimes things may go wrong. Should you have a complaint about any aspect of your travel arrangements, please ensure you raise the issue immediately and in a polite fashion to the supplier concerned. Any issue should be resolved at that time. If the problem is not solved to a reasonable and satisfactory solution, you must forward your complaint with supporting evidence to us within **7 days** of returning from your travel arrangements. We will then investigate on your behalf. Failure to raise issues with us within this time frame will adversely affect our ability to investigate with the aim to resolve any issues. We are not able to investigate problems unless they have been raised directly with the service provider at the time. We aim to reply initially to your complaint within 28 days.

## 10.4 Satisfaction Guarantee

It is important that if you, or any member of the group, are dissatisfied with any part of the services provided under this contract (excluding flights, transfer or transport arrangements), that this is raised with the supplier of those services at the time for the supplier to seek to rectify the issue. If after seeking redress from the supplier directly at the time the supplier does not remedy the issue to your reasonable satisfaction and the affected individual provides us with written evidence of the issue (including, but not limited to, details of who the affected individual spoke to and what was said to the supplier, as well as what was done to seek to redress the issue at the time), we will refund to the affected individual within the group for the part of the services which they are dissatisfied (and not the entire price of their arrangements).

## 10.5 Travel Advice

You understand, and accept, that the standards of conditions and services in the destinations, countries or regions to be visited on one of our booked itineraries, including, but not limited to, medical facilities, accommodation, transportation and communications, may possibly be lower than those you would expect at home. You acknowledge that this can increase your personal risk and you accept this risk. We shall not be liable for any loss of enjoyment or expectations you may have in respect of your proposed travel arrangements and/or destinations.

10.6 Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any such excursion or tour that you book, your contract will be with the supplier of the excursion or tour and not with us. We are not responsible for the provision of such excursion or tour or for anything that happens during the course of its provision by the supplier.

## 10.7 Age restrictions

The Group Leader and all group members must be 18 years old or over and the Group Leader warrants that all group members are over 18 years of age in accordance with Clause 1 of these Booking Conditions. Please note that some venues which a group may wish to enter during their holiday operate with own age restriction policy, meaning that some venues may require those entering the venue to be over 21 years of age. We are not responsible in any way if group members are under 18 years of age, or any age applied by a venue under its own age restriction policy, or if any group member is refused entry to a venue due to unsatisfactory evidence of a group member's age, or for any other reason.

## 11. OUR RESPONSIBILITIES

11.1 Should services booked not be provided we will pay no refund or compensation if there has been no fault on the part of NSN or its suppliers and the reason for the failure in the arrangements was the clients fault, the actions of a third party unconnected with the arrangements or could not have been foreseen or avoided by NSN or its suppliers even if all due care had been exercised.

### 11.2 Our Liability to you

If the contract we have with you is not performed or is improperly performed by our suppliers or us, we will pay you appropriate compensation if this has affected the enjoyment of your travel arrangements. However, we will not be liable where any failure in the performance of the contract is due to:

- (i) you, or a third party unconnected with the provision of the travel arrangements, and where the failure is unforeseeable or unavoidable; or
- (ii) unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or
- (iii) an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of two times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:

- (a) the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and
- (b) any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

Under EU law you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your holiday cost from us. Your right to a refund and/or compensation from us is set out in Clause 6. If any payments to you are due from us, any payment made to you by the airline will be deducted from this amount. If your airline does not comply with these rules you should complain to the Air Transport Users' Council on 020 7240 6061 ([www.auc.org.uk](http://www.auc.org.uk)).

11.3 Where the client suffers death or personal injury as a result of an activity forming a part of itinerary arrangements booked with NSN, we do not accept liability if there is no fault of NSN's or our suppliers part or the cause was the clients fault, the actions of a third party unconnected with the arrangements or could not have been foreseen or avoided by NSN or our suppliers, representatives or agents even if all due care had been exercised.

## 12. PRESENTATION

In preparing the details of any facilities to be presented in our brochures, publicity material, websites and other forms of communication to display our products and services we have relied upon information provided by our suppliers. All photographic and pictorial references are purely representative of the facilities and products and will be accepted as such. Whilst we believe any representations to be true we cannot accept liability for any false representation or breach of implied warranties of any kind as to the facilities on offer and we shall not accept liability for any loss arising from any cause save to the extent that we have been in breach of these Booking Conditions. In any event our liability will be limited to the amount of the total cost of the reservation. However, this does not exclude or limit any liability we may have in respect of any representations made fraudulently.

## 13. YOUR FINANCIAL SECURITY

13.1 If you are booking an air inclusive holiday, then the Package Travel, Package Holidays and Package Tour Regulations 1992 ("PTRs") require us to provide security for the monies that you pay for the package holidays booked from with us (if you have not yet travelled) and for your repatriation (if you are already abroad) in the unlikely event of our insolvency. This security is provided by way of ATOL protection by the Civil Aviation Authority ("CAA"). Our ATOL number is 3802. The price of your air inclusive holiday includes the amount payable to the CAA as part of the ATOL Protection Contribution (APC) scheme. ATOL protection does not apply to all holiday and travel services shown - please ask us to confirm what protection may apply to your booking at the time you are making your booking. When you buy an ATOL protected air inclusive holiday, we will send to you a confirmation invoice (either directly from us or through your travel agent) confirming your arrangements and your protection under our ATOL. ATOL protection is for the price of your air package holiday only and does not cover any credit card fees, amendment fees and/or insurance premiums.

## 14. AGREEMENT

14.1 This is the sole contractual agreement between you and us and may not be varied save by legislative enforcement or major occurrences that are beyond our control, and any amendments, updates or variations to this contract shall be confirmed in writing to you by a Director of NSN.

14.2 We collect and use the personal data you pass to us for the purposes of making your booking and providing your details to relevant suppliers in order to provide you with your arrangements, in accordance with our Privacy Policy. We may monitor calls for training purposes and to confirm details provided to us and you agree that we may do so.

## 15. GOVERNING LAW AND JURISDICTION

This contract is governed by English Law and both parties shall be subject to the jurisdiction of the English Courts.