



# Hawk

ADVENTURES

## **OUTDOOR DEVELOPMENT & OUTDOOR ACTIVITIES**

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## **Terms & Conditions 2019**

**This information should be read carefully before booking any course or activity with Hawk Adventures.**

Hawk Adventures is a trading name for Outdoor Activities delivered by Evans & Fitzgerald Ltd. t/a Hawk Associates.

All bookings made are considered provisional until a deposit or full payment has been made. Upon confirmation of a booking the representative of clients/participants will have entered into a binding contract on the basis of the following terms and conditions. Please contact us if you have any questions.

### **(1) Agreement**

Any agreement based on the outlined terms and conditions arises upon the fulfilment of the following :

- a. Receipt and clearance in Hawk Adventure's Account of full payment or deposit as detailed in Section 2 below, and confirmation by the client in writing by e-mail or letter to Hawk Adventures of the booking.
- b. That the confirmation in writing is taken as that of the client attending the course and/or the legally recognised agent of all clients attending and, acting on their behalf.
- c. The agreement is between Hawk Adventures and the client(s) who have confirmed the booking and is the sole agreement between those parties.
- d. Hawk Adventures reserves the right to refuse bookings to any party or individual without need to give reason, solely at Hawk Adventure's discretion and we will return any payment relating to the booking.

### **(2) Deposits**

The deposit will be 25% of all costs for the booking, including activities and any accommodation booked through Hawk Adventures. The deposit should be paid at the time of booking as a means of confirming the booking. Bookings will be considered provisional until a deposit or full payment is made. All deposits are non-refundable. If the total value of the booking is less than £250 then full payment in advance is required.

### **(3) Final Payment**

The balance of the fees as specified at the time of booking must be paid in full by the date specified, usually 14 days before the event is taking place. If not so paid, Hawk Adventures reserves the right to treat the agreement as cancelled by the client(s) in relation to clause 4 below. Bookings made within 7 days of course commencement must be accompanied by payment in full.

### **(4) Cancellation of Course**

Due to the substantial preparation by Hawk Adventures prior to any course, the client should be aware of the following conditions and therefore agree to such. If the booking is cancelled for any reason the following charges will be applied :

- a. Cancellation more than 4 weeks before course commencement - the deposit is forfeited
- b. Cancellation 2-4 weeks before course commencement - 50% of course fees will be payable
- c. Cancellation 1-2 weeks before course commencement - 75% of course fees will be payable

- d. Cancellation less than 1 week before course commencement - 100% of the course fees will be payable. A 'no-show' is considered the same as a cancellation within one week.

#### **(5) Variation of courses by Hawk Adventures**

By its very nature a Hawk Adventures course is subject to natural forces and although every effort is made to comply with the course content, Hawk Adventures reserves the right to alter the course content to match any natural variables. The client acknowledges that information provided by us is given to the best of our ability but because of natural variations it may be necessary to change the itinerary and that in such circumstances it is not reasonable to expect Hawk Adventures to be liable for any losses as a result, and that our liability is limited accordingly. If any changes are made to the content of a course because of weather conditions, Hawk Adventures will aim to provide activities that are as similar in nature to the original booking as possible.

#### **(6) Client Conduct**

Hawk Adventures Clients are expected to behave in a reasonable manner at all times and to comply with the instructions and leadership of Hawk Adventures Staff. Hawk Adventures reserves the right to remove any client(s) from the course at the discretion of the instructor/leader without recourse or repayment for that course and against the client(s) will, if necessary. Circumstances that may warrant exclusion from the course includes (without limitation): intoxication, use of non-prescribed drugs, abusive behaviour, inability to meet the rigours of the course for physical or mental reasons, or through lack of appropriate equipment. If you are in doubt about your ability to meet the rigours of the course, please contact your GP before booking. For removal of any party under such conditions, Hawk Adventures is also entitled to any reasonable costs arising from removal of said client(s) payable upon demand. In addition, parents, guardians or those in a position of similar responsibility are to ensure the behaviour and safe control of any children to the satisfaction of Hawk Adventures Staff.

#### **(7) Insurance**

Hawk Adventures is insured to industry standards for public liability and is insured as an outdoor activity provider. Hawk Adventures clients are advised to provide their own personal insurance cover from an established company.

#### **(8) Liability**

Hawk Adventures courses take place in the outdoors, which by its nature is never completely free from hazard. Whilst all reasonable precautions are taken to minimise the risks the client accepts that accidents including serious injury and death can occur without Hawk Adventures being at fault. The client also recognises that Hawk Adventures is not responsible for loss or damage to personal property of the client, including vehicles, money, clothing and/or equipment. The client also recognises attendance of a Hawk Adventures course in no way qualifies him/her to teach the course content. Hawk Adventures therefore accepts no responsibility for any mishap occurring to third parties taught by attendees of Hawk Adventures courses. Hawk Adventures also takes no responsibility for any mishaps during a course from any instruction or information not given by Hawk Adventures Staff. Hawk Adventures also takes no responsibility for any mishaps occurring as a result of the client's failure to follow instructions given by Hawk Adventures Staff. Hawk Adventures will only accept liability for physical injury to a client that is shown to result from negligence on the part of Hawk Adventures.

#### **(9) Cancellation by Hawk Adventures**

In the event that Hawk Adventures cancels a course, all monies will be refunded in full, or if preferred, transferred as a deposit for another course. Hawk Adventures reserves the right to cancel all and any bookings without any reason or notice. Under these unlikely circumstances, Hawk Adventures agrees to repay in full all and any deposits or course fees to the client.

#### **(10) Complaints**

In the unlikely event that a client has cause for complaint about a Hawk Adventures course, the complaint should be made to a representative of Hawk Adventures during the event in order that corrective action can be taken if necessary. If the complaint is about a member of staff please contact the office and we shall inform you of the complaints procedures so we can take necessary action. Any complaints must be made immediately. Hawk Adventures will not accept a complaint after the end of a course. However, should a problem not be resolved at source, a complaint should be made in writing within 28 days or this complaint will not be upheld.