

# Event Conditions

## 1. Introduction

We, Integrate Fitness Ltd ('IFL'), organise a range of activity holidays in the UK and abroad (the 'Event') in a variety of hotels or holiday camps, as specified per Event (the 'Accommodation').

## 2. The Contract

The Event is normally booked/signed by one person who is then the Party Leader and who may book and manage bookings at the Event on behalf of other persons (the 'Party Members').

To make a booking for an Event, you must be at least 18 years of age and be able to create a legally binding contract. Your contract with us is concluded when:

- your payment of the deposit (or in the case of a late booking the full payment), has been received by us in cleared funds; and IFL send you written confirmation of the booking by e-mail and/or by post.
- At the point at which you are sent written/electronic confirmation of the booking from us ('Confirmation of Booking'), your reservation will be accepted and the contract between IFL will become binding. If you receive this confirmation by e-mail first, this is when the contract is formed.

Except as otherwise set out herein the contract lasts until you and your party (if any) leave the Event.

The contract binds you and it is your responsibility as the Party Leader to ensure that all Party Members read, understand and comply with the terms of this contract. Failure to disclose all relevant information and/or comply with these terms may lead to termination of the contract and loss of the booking and any fees paid, without liability to us.

Otherwise than as set out herein nothing on our website, in the IFL brochures or any promotional material is intended to be nor should be construed as an offer to enter into a contractual relationship.

## 3. Amendments to your booking

If when you receive your Confirmation of Booking your details are incorrect, or you need to make an amendment, please promptly send an e-mail to [intergratefitness@gmail.com](mailto:intergratefitness@gmail.com).

## 4. Your reservation

With the Confirmation of Booking will be other relevant information. Payment of the full balance owing for the Event (including the Party leader and all Party Members) must be made 28 days before the start of the Event or by a given date communicated to you by 3ness, otherwise the booking will be regarded as cancelled and any previous payments made will be lost and no refunds whatsoever.

Please note: A £10 per week late fee will be charged per room for every booking that exceeds its deadline Balance date. For any Event booked within less than 28 days prior to the start date of the Event full payment is required.

Only Party Members' names (including that of the Party leader) that are listed on the Confirmation of booking (or as subsequently amended in accordance with Clause 7 below) may attend the Event and/or occupy the Accommodation.

If any other person(s) are found in occupation, IFL will terminate the contract forthwith without liability and then any Party Members, any unauthorised guests and yourself will be asked to leave the Event immediately and depart from the Accommodation and Event without any refund whatsoever.

## **5. Children**

The minimum age of attendance to any 3ness Event is 18.

## **6. Pricing**

For the avoidance of doubt, IFL reserves the right to correct any prices incorrectly shown on the website and/or in any promotional material e.g. brochures, leaflets etc.

Any such prices which are advertised in error may be amended and where the amended prices affect your booking, IFL will notify you of the amendment and you reserve the right to cancel if you do so in writing within 7 days of such notification from 3ness.

Please note that all prices shown are inclusive of VAT at the rate of 20 percent.

## **7. If you change your booking**

If you wish to add additional Party Members to your booking, you will not be charged an amendment fee. Any other changes may incur a £25.00 (twenty five pounds) amendment charge.

Any changes must be made in writing (email – [intergratefitness@gmail.com](mailto:intergratefitness@gmail.com)) to IFL before the start of the Event by the Party Leader.

You are solely responsible for any costs, charges and expenses resulting from any amendments or alterations made to the booking details.

IFL regret that no credit or refund (whether in whole or part) is possible for any unused services provided in the cost of the Event, if you decide to amend, alter or cancel. Where changes are sought to be made before the start of the Event it will be treated as a cancellation and subject to cancellation charges as outlined in the next clause.

## **8. If you cancel your booking or Pay Late**

It may be necessary to cancel your booking due to illness, accident or change of circumstances etc. As soon as you know that you need to cancel, confirm the cancellation in writing/email.

The letter/email must be signed/sent by the Party Leader. Otherwise than as set out herein cancellation charges are calculated as follows from the date that your written instructions are received by IFL:-

Cancellation charges:

- All day/weekend passes, party tickets, coach bookings, deposits and interim payments are non refundable or transferable once paid.
- Final balance deadline -15 days inclusive: 50% of the balance payable/paid by each person that has cancelled the event.
- 14 days or less: 100% of the total amount payable by you. Non UK events is 56 days.

Late final or interim payments may be chargeable at a rate of £10 per booking per week. If IFL incurs additional charges other than those set out above for any cancellation then such sum shall need to be met solely by yourself.

## **9. Minor alterations to your booking**

Alterations such as withdrawal of certain amenities, facilities, activities, and entertainment may be made by us and/or the management of the Accommodation without any obligation or liability.

IFL will use all reasonable endeavours to provide the booking as described including but not limited to all facilities and entertainment as advertised. However, on occasion it may be necessary to make some major alterations to the booking.

If such a change is necessary, IFL will endeavour to advise you in writing as soon as possible and give you the options set out at clause 12 below.

## **11. If IFL cancels your booking**

IFL will use all reasonable endeavours not to cancel your booking, but in exceptional circumstances, this may be necessary.

Reasons for this may include (but are not limited to) the minimum number of bookings required not being achieved, or is, in the sole opinion of IFL, unlikely to be achieved.

IFL will inform you of any such cancellation as soon as possible and give you the options set out below at clause 12.

## **12. Major change or cancellation options**

Otherwise than when subject to a force majeure event (as described below), IFL will give you the following options in the event that IFL notify you that your booking is materially altered or cancelled:-

- you may accept the alternative arrangements as notified to you;
- you may choose another Event from IFL (subject to availability), up to the value of the same advertised price of your altered/cancelled Event, otherwise any deficit between the cost of the two Events will become due by you;
- you may elect to receive a full refund of any money received by IFL in cleared funds.

Please note that you will be deemed to have accepted any alteration where you have either acted upon the change and/or not notified us in writing within 7 days of such notification of your choice of b) or c) above.

## **13. Travel and Travel Insurance**

When travelling abroad, any passports, visa, health certificates, international driving licenses and other travel documents required for the Event must be obtained by you (or the Party Members as applicable) and it is your responsibility to ensure that these are all in order and meet any additional costs incurred (whether by yourself, a Party Member or us on your or a Party Member's behalf) as a result of a failure to comply with such requirements.

When travelling abroad it is your responsibility to remember applicable airport taxes. We recommend that you buy adequate travel insurance when you go on holiday or attend any of our weekend events..

#### **14. Pets**

Pets are not permitted at any Event. Assistance dogs are accepted by prior arrangement.

#### **15. Health & Safety**

For the safety and well being of yourself, any Party Members and/or other Accommodation guests, not all facilities may be available to everyone at the Accommodation and/or certain restrictions or conditions may apply.

You warrant that throughout the term of the Event you will observe and comply with all health and safety regulations whether stipulated by IFL or the management of the venue.

**It is a condition of your booking that all party members' names are submitted 1 month or on booking if booking is made within a month of the event. Failure to provide names(s) will result in cancellation without refund of the entire booking or the missing members.**

Proof of Age – This may be asked for when entering into certain parts of the Accommodation or buying alcohol at the Event. Accepted forms of ID may be a photographic drivers licence or passport.

#### **16. Travel**

You and/or your Party Members are responsible to arrive at the stated departure destination (if any) in good time and any loss and/or damage which you suffer through a failure to do so lies solely with yourselves.

You agree to abide by the terms and conditions of the booking agent, airline and the management of any of the excursion management team.

#### **17. Arrival at Accommodation**

Your Accommodation keys/access cards will usually be available from 12pm (hotel) on the day of arrival subject to any changes in respect of those times by the management of the Accommodation.

You agree to abide by the terms and conditions of the management of the Accommodation.

#### **18. Departure of Accommodation**

On your departure day, IFL asks that you vacate your Accommodation by the time specified in the schedule/information for the Event and return your keys/access cards to the reception desk or as otherwise requested.

You are welcome to use the other Event facilities until 5pm on your departure day subject to any restrictions by management of the Accommodation.

Please check your Accommodation carefully prior to departure as IFL do not accept liability for items left behind upon your departure of the Accommodation.

Your Accommodation may be inspected at the end of the Event or your departure. You will be held responsible for any damage and/or loss caused during your stay and that resulting from the acts and/or omissions of any Party Members.

Damage to the Accommodation and/or its contents may also result in the termination of the holiday with no compensation to you or any of your Party Members.

## **19. TV and filming**

Please be aware that photography/filming may be in progress during our Events, and please ensure that you are aware of the positioning of cameras/videos at all times. Unless contrary to your express wishes, you may appear in promotional films or in photographs or videos.

If you do not wish to be filmed or photographed then please email us beforehand at [intergratefitness@gmail.com](mailto:intergratefitness@gmail.com) or advise us at the time.

## **20. Limitation of liability**

IFL's total liability whether to the Party Leader and/or any Party Member in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this contract shall be limited to the cleared funds received by IFL at the time of the occurrence and in particular without prejudice to the generality of the foregoing and to the fullest extent permitted by law IFL shall have no liability by reason of any implied warranty, condition or other term or duty under statute or at common law.

IFL shall not be liable to you or any member of your party for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this contract even if made known of the circumstances at the start of the contract.

Nothing in this clause excludes or limits the liability of IFL for death or personal injury caused by IFL's negligence or fraudulent misrepresentation.

IFL shall not be liable for any breach of the contract to the extent that such breach is caused by a force majeure event as described below.

The provisions of this clause 20 shall survive the termination of this contract.

## **21. Force majeure**

IFL shall not be liable for a breach of this contract in the event that IFL is unable to carry out its obligations hereunder owing to circumstances beyond its reasonable control arising from or as a consequence of (including but not limited to) an Act of God, fire, disaster, natural catastrophe, war, act of terrorism, civil disturbance, industrial dispute, order of a government department, or competent authority breakdown or interruption of power supplied or other public services or transport, any loss of services by third parties or from the acts and/or omissions of the management of the Accommodation or their employees or agents.

## **22. Your warranty**

It is a condition and you warrant that throughout the term of the Event you will:

- show consideration to other guests and the IFL and assiostate team members at all times; and
- at all times treat the Event facilities/Accommodation with all due care and respect; and
- not conduct in any offensive or illegal behaviour; and not be involved in creating excessive noise; and
- not cause a nuisance.

On departure, please leave the Accommodation in a clean and tidy condition.

If you and/or any of your Party Members fail to comply with any of the above rules (whether in whole or part), your contract may be terminated without liability and you and your Party Members may be asked to leave the Event immediately (refunds will not be given under any circumstances).

Contracts will also be terminated if IFL has a reasonable suspicion that any person(s) has committed, or intends to commit an offence.

IFL also reserves the right to enter any unit of the Accommodation at any time and for any reason to ensure the safety and wellbeing of other guests of the Accommodation, a Party Member or yourself.

IFL reserves the right to require any such person(s) to be interviewed by IFL, to enable IFL to investigate instances of loss, damage or nuisance to IFL property, the Accommodation or that of any person(s).

Any person who refuses to comply without a reasonable excuse will be treated as having immediately terminated their contract. They and/or their Party Members may be asked to leave immediately without any refunds.

Guests are advised not to bring privately owned electrical appliances to any Event. However, if you or any Party Member ignore this notice and do so, they use the equipment at their own risk.

The availability of some outdoor facilities and entertainment may be affected by adverse weather conditions.

### **23. Your indemnity**

Without prejudice to any other rights or remedies available to IFL, and notwithstanding any other provision in this contract, you irrevocably and unconditionally agree to indemnify IFL in full and on demand and keep IFL so indemnified from and against all claims, actions, damages, proceedings, demands, losses, liabilities, costs and expenses (including without limitation legal expenses and other professional advisers' fees) which are made or brought against or suffered or incurred by IFL, directly or indirectly and whether or not foreseeable at the date of the contract, arising wholly or in part as a result of or in relation to your acts and/or omissions and/or those of any Party Member or any of your unauthorised guests.

### **24. Complaints**

IFL are only able to take action on any complaints which are first brought to the attention of IFL whilst at the Event and later received in writing within 28 days after the end of the Event, unless there are exceptional circumstances.

### **25. General**

- Disputes: In the event of any dispute in respect of the Accommodation please ensure that you bring this to the attention of the management of the Accommodation prior to your departure and also promptly inform IFL in writing.
- In the event of any dispute in respect of the Event itself, please immediately notify IFL in writing.
- Waiver: No delay or omission by IFL in exercising any right or remedy under this contract shall operate to impair such right or remedy or be construed as a waiver thereof.
- Assignment: You may not assign any of your rights and/or obligations herein in whole or in part without the prior written consent of IFL.
- Notices: All notices to be in writing, hand delivered or sent by pre-paid first class letter post or facsimile transmission to the address set out herein for IFL or any such other address or facsimile number as notified to you in writing. Any notice shall be deemed served if hand delivered at time of delivery; if posted 3 (three) days thereafter if in the UK; and if sent by facsimile transmission, when sender's facsimile system generates a message confirming successful transmission of total number of pages of the notice during normal UK business hours.



- Entire Agreement: This contract contains the whole agreement between the parties and supersedes all prior agreements, arrangements and understandings. Only IFL is entitled to make amendments to this contract. IFL reserves the right to alter contracts and you are advised to regularly check this website for the most up to date terms and conditions.
- Severability: Any provision hereof found illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition and shall be replaced by an enforceable provision to the same or the nearest possible equivalent effect.
- Third Party Rights: Only the parties and their successors and permitted assignees shall have a right to enforce any provision of this contract and the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- Governing Law: This contract will be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.