

TERMS AND CONDITIONS

Please take the time to read these terms and conditions carefully as they are the basis for the contract between us (the “Contract”). The party making the booking will hereinafter be referred to as “you”.

1. CONTRACT

1.1 Your Contract is with Avocado Outdoors LTD. Hereinafter be referred to as “Avocado”.

1.2 When you make a booking to participate in one of the activity, you do so on behalf of yourself and each of your participants (each a “Participant” together the “Participants”).

1.3 You warrant and guarantee that:

1.3.1 you have the authority to enter into this Contract;

1.3.2 that you accept the terms of this Contract;

1.3.3 that the Contract shall apply to your booking to the exclusion of all other terms and conditions; and

1.3.4 that where you are making this booking on behalf of other persons, you have their authority, and where they are under the age of 18 years of age, the authority of their parents or guardians to enter into this Contract.

2. CANCELLATION AND RESCHEDULING

2.1 Avocado reserves the right to cancel the Activity up to, and inclusive of the start day of your booking.

2.2.1 You can cancel or reschedule, if Avocado cancel the Activity over 7 days before the start day due to force majeure. You will be charged or get refund If there is a difference in the price of the changed activity.

2.2.2 You can reschedule, if Avocado cancel the Activity within 7 days before the start day due to force majeure, You will be charged or get refund If there is a difference in the price of the changed activity.

2.2 If you wish to cancel or reschedule your Activity you must inform us in advance. Cancellations and reschedulings are subject to the following charges:

Activities in the UK		Activities outside the UK	
Over 21 days before start date	70% Refund or Free Reschedule	Over 35 days before start date	60% Refund or Free Reschedule
Over 14 days before start date	50% Refund or Free Reschedule	Over 28 days before start date	50% Refund or Free Reschedule
Over 7 days before start date	30% Refund	Over 21 days before start date	30% Refund
Less than 7 days	No Refund	Less than 21 days	No Refund

2.3 If you absence, missing parts of Activities due to being late or early departure by personal reason or forced majeure. This shall be deemed to be a Activity cancellation by you. No compensation shall be payable by us to you or the Participant and you may be liable for payment of the Cancellation Charge.

4. INSURANCE / PERSONAL LOSS

4.1 Activity participants are encouraged to take out holiday and medical/accident insurance to

cover injury or sickness during or prior to the Activity or check your current home insurance policies.

4.2 Avocado cannot accept responsibility for any personal property loss or injury sustained by participants in the Activities. Cash, bank cards, electronic games, i-pods, cameras, valuable mobile phones or watches etc remain the owner's responsibility should they be brought on site. It is strongly suggested that valuable items are left at home or are covered by an insurance policy.

5. HEALTH AND SAFETY

5.1 An online form must be fully completed and returned to Avocado, submitted by each Participant (or by the Participant's parent or guardian if under the age of 18 years) at the time of application. Within the application, each Participant must confirm that they are in good general health to take part in the activity including but not limited to having a reasonable basic level of fitness, and Participants must be willing and able to become involved in every aspect of the activity.

5.2 Your booking are not confirmed until the form has been received, has been screened (contact by Avocado staff maybe necessary), receipt of payment online is made (including refundable deposits) and availability is checked

5.3 You must inform Avocado if any Participant has a medical problem or disability at the time of application as not all Participants may be able to participate.

5.4 If any new medical problems or disabilities are suffered or arise between the entry into the Contract, you must notify Avocado immediately. We reserve the right to decline or cancel a Participant's place if it considers that to continue would be harmful to the health or safety of the Participant or other Participants on the Activity.

5.5 You must inform us if any Participant has come into recent contact with an infectious disease. Where the Start Date falls within the accepted quarantine period for transmission of any such disease. Avocado reserves the right to exclude that Participant from the Activity. This shall be deemed to be a Activity cancellation by you. No compensation shall be payable by us to you or the Participant and you may be liable for payment of the Cancellation Charge.

5.6 By entering into this Contract you accept on behalf of each Participant and agree to comply with Avocado's safety and disciplinary procedure and accept the authority of the Activity Instructors and Operations Manager.

5.7 The safety and security of all participants is of utmost importance. Every activity will start with a safety briefing. Please be sure to listen to all the briefings. Please ask questions if you have any questions. You will be participating in an activity that could be dangerous if the prescribed safety protocols and rules are not followed.

5.8 First aid cover is available on site and minor analgesics may be dispensed unless written objection is received in advance. When completing the application form you are agreeing to treatment if required. Further treatment would be carried out at a local Medical Centre and in the case of an emergency any medical treatment deemed necessary, on the advice of a qualified medical practitioner, will be provided for you and your participant. We will always try to contact a Parent/Guardian before any treatment is administered.

5.9 Participants must not consume excessive amounts of alcohol or drugs prior to or during the Activity. Avocado reserves the right to exclude such participant from this Activity. This will be considered a cancellation by you. We may not pay you or the participant any compensation and you may be required to pay cancellation fees.

6. EXCLUSION OF PARTICIPANT(S) FROM THE Activity

6.1 In the Activity that:

6.1.1 a Participant's behaviour during the Activity may prejudice the safety and wellbeing of any member of the Activity, or the satisfactory progress of the Activity; or

6.1.2 Avocado is informed at any point prior to the Start Date that a Participant's attendance is likely to prejudice the safety and wellbeing of the Participant or of any other Participant of the Activity or any other party involved in the Activity. Avocado reserves the right to remove that Participant from the Activity, as appropriate.

6.2 In the Activity of a Participant being excluded from a Activity pursuant to this clause 6, no compensation shall be payable by Avocado to you or the Participant and you will be liable to pay the cancellation charges outlined at clause 2. You shall reimburse us for any reasonable costs or expenses arising, whether directly or indirectly, including costs of travel or legal expenses.

7. MARKETING AND PROMOTIONS

7.1 The information contained on Avocado's website and any other literature ("Marketing Material") is provided in good faith and is intended to represent a general picture of our products and services and shall not form any part of this Contract.

7.2 Avocado occasionally employs a professional photographer to take pictures or video recordings of Participants to use in our Marketing Material. If you or any Participant does not wish to appear in any such Marketing Material, please inform us after the Activity.

7.3 Avocado may use your written feedback in Marketing Material provided in any form. If you do not wish to be quoted, please inform us when providing feedback.

8. DATA PROTECTION

8.1 Avocado shall (and shall procure that any of its staff involved in the provision of this Contract) comply with all obligations under the General Data Protection Regulation 2018 ("GDPR"). In particular data shall be obtained, processed and held in accordance with GDPR.

8.2 By providing personal data to Avocado you consent to it being processed, used and held by us in accordance with GDPR .

8.3 You consent to Avocado using your information to occasionally contact you for marketing purposes by post, telephone, email and mobile message. We will not give out your details to external parties that are not linked to Avocado.

9. COMPLAINTS

9.1 If you have a complaint during the Activity please raise this matter with the Instructor or Operations Manager at your earliest opportunity.

9.2 If you are unable to raise any issues or complaints during the Activity please contact our Customer Services Team at your earliest opportunity, giving your booking reference and all other relevant information together with any evidence to substantiate your complaint. Acceptance of Complaints will be closed in 180 days after the Activity.

10. OUR LIABILITY

10.1 The liability of Avocado, and all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by the law.

10.2 This Clause 10 sets out the entire financial liability of Avocado (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Customer in respect of:

10.2.1 any breach of the Contract however arising;

10.2.2 any use made by the Participant of Avocado's services; and

10.2.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

10.3 Nothing in the Contract limits or excludes the liability of Avocado:

10.3.1 for death or personal injury resulting from negligence; or

10.3.2 for any damage or liability incurred by any Participant as a result of fraud or fraudulent misrepresentation by Avocado.

10.4 Save as provided in clause 10.3;

10.4.1 Avocado shall under no circumstances whatsoever be liable to the Participant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

10.4.2 Avocado's total liability to the Participant in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the sum equivalent to the Total

Activity Fee.

10.5 Avocado excludes liability for any sum which can be recovered through the personal insurance cover or policy under which the loss can be recovered.

11. YOUR LIABILITY

11.1 You will be held liable for any acts by you, whether intentional or negligent acts and/or omissions, for causing damage to any property, equipment and any assets involved in the provision of the Activity including damage caused by any Participant on behalf of whom you have made a booking. This includes but is not limited to property owned, leased or hired by Avocado and any property of third parties used in the provision of the Activity.

12. SEVERANCE

12.1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

12.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13. WAIVER

13.1 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14. Third party rights

14.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

15. Variation

15.1 Except as set out in this Contract, any variation to the Contract, including the introduction of any additional terms and clauses, shall only be binding when agreed in writing and signed by Avocado.

16. Governing law and jurisdiction

16.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.