



## TERMS OF BOOKING

Upon receipt and acceptance by Aquasports of an application for booking the event described on the application form (“the **Aquasports Event**”), and receipt of the deposit referred to in the application form, there will be a booking agreement between (1) The Aquasports Cross Trust (whose registered Office is at 40, Cotswold Way, Tilehurst, Reading, Berkshire. RG31 6SJ and whose company registration number is 3745310) (“**We**” and “**Aquasports**”) and (2) the applicant and the parent or guardian of the applicant (if under eighteen), whose name is stated on the application form (“the **Applicant**” and “**You**”) as follows:

### Our obligations

1. We will provide full board and accommodation for the Applicant in respect of the Aquasports Event for the period set out in the applicable Aquasports brochure.
2. We agree to endeavour to provide the activities described in the brochure (subject to availability). We may not be able to provide every activity to every Applicant.
3. We may cancel the Aquasports Event if:
  - a. The minimum number of bookings required for the Aquasports Event to take place has not been reached 8 weeks before it is due to begin, and We will endeavour to inform You of such cancellation not less than 4 weeks before Aquasports is due to begin;and/or
  - b. circumstances arise which are beyond our reasonable control, in which case We will endeavour to inform You as soon as reasonable possible.

In the event of such cancellation as described in this Condition 3, We agree to return to You the deposit paid and any other part of the price already paid.

4. We undertake that the leaders of Aquasports and the other voluntary workers will exercise reasonable care in looking after the Applicant during the Aquasports Event.
5. This Agreement is subject to the implied terms, conditions and warranties stipulated and the liability imposed by the Package Travel, Package Holidays and Package Tours Regulations 1992 as updated (“the Regulations”).

Money paid to Us under this Agreement will be held by a trust account for You in accordance with regulation 20 of the Regulations.

We are liable to you for the proper performance of the obligations under this Agreement irrespective of whether such obligations are to be performed by us or by other suppliers of services unless the failure or the improper performance is due neither to any fault of ours nor to that of another supplier of services for example it is instead because:

- (a) it is attributable to you;
- (b) such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable; or
- (c) such failures are due to unusual and unforeseeable circumstances beyond our reasonable control.

### Your obligations

6. The Applicant, or their parent or guardian, agrees:
  - (a) to pay the balance of the price of Aquasports not less than 8 weeks before the Aquasports Event is due to begin. Payment should be made by cheque (or other money order) made payable to “Aquasports”. The balance is made up of the total price of a place on the Aquasports Event stated in the brochure less the initial deposit sent with the application form. This balance shall be sent to the Aquasports “Campers Coordinator” at the address provided in the application form, unless other directions for payment are given. In the event of non-payment by the due date, the leaders of Aquasports may cancel this agreement forthwith and the deposit shall be forfeited; and
  - (b) to communicate at the earliest opportunity in writing to us any failure or other concern that you have that we have not properly performed (or are performing) the Contract.
7. You may cancel your place at the Aquasports Event by notifying the Campers Coordinator in writing at any time before the balance of the price of the Aquasports Event is due. In the event of such cancellation, the initial deposit will be forfeited unless Aquasports decide otherwise. If you wish to cancel your place on Aquasports on or after the date when

the balance of the price of Aquasports is due, whether or not such balance remains outstanding, You and your parent or guardian will owe Us 50% of the outstanding fees if less than 6 weeks notice (prior to the start of the Aquasports Event) in writing is given, and 75% of outstanding fees if less than 3 weeks notice in writing is given. If You cancel on or after the start date of the Aquasports Event, You will owe the full fee. We suggest that You take out an appropriate travel or holiday insurance policy.

8. If prior to the commencement of the Aquasports Event We become aware of any fact or matter that leads us to believe that your presence at the Aquasports Event will or may be incompatible with the running of the Aquasports Event or the well being of any other person or persons who will be present at the Aquasports Event, We in our absolute discretion may terminate this Agreement and you will not be able to attend the Aquasports Event. If this Agreement is terminated pursuant to this Condition we will return to you the deposit and any other part of the price already paid.
9. During the Aquasports Event, You and your parent or guardian, agree to cooperate with the Aquasports leaders and any other person acting on behalf of Aquasports or with Aquasports' authority. In the event of You causing injury to any other person or damage to any property or being wilfully disobedient at any time during the Aquasports Event or if the Aquasports leaders have any reason to believe that Your continued presence at the Aquasports Event is or may be incompatible with the running of the Aquasports Event or the well-being of any other person or persons present at the Aquasports Event, the Aquasports leaders (or any person having authority under them) may exercise such reasonable discipline as is considered by them to be appropriate, and Aquasports may terminate this Agreement with immediate effect. In the event of this Agreement being terminated under this condition, Your parent or guardian shall on being told of the termination, at their own expense collect You from the Aquasports Event forthwith, or make such arrangements for Your collection as are necessary to promptly remove You from the Aquasports site.
10. (a) Subject to Clause 10 (b) below our total aggregate liability to you or Your parent or guardian under or in connection with this Agreement for any liability whatsoever (including for our negligence) shall be limited to the price paid or payable for Your place at the Aquasports Event [or the amount which is recovered by us or on our behalf under any insurances that we may have to cover such liability, whichever is the greater].  
  
(b) Nothing in this Agreement shall exclude or limit our liability to you for death or personal injury caused by our negligence.  
(c) Nothing in this Agreement shall effect your statutory rights.
11. You (or your parents or guardians) are responsible for all personal property and items that You bring with You to the Aquasports Event. Aquasports is not liable for any loss or damage to any such items that You may incur. You will not bring illegal, dangerous or other inappropriate items with You, and We reserve the right to confiscate such items at our discretion.
12. It is Your responsibility to let Us know of any medical or other needs that You have which may affect Your participation in any of the Aquasports Event, or of which We reasonably ought to be made aware.

You have 14 calendar days to cancel if You do not agree with these terms of booking, commencing on the date we confirm Your booking.