

Terms and Conditions

Every effort has been made to make the phrasing and language of these terms and conditions as clear and concise as possible. Please feel free to contact us if you would like clarification on any of the points listed below before confirming your booking conditions. Active Hope Ltd may publish content on their website which may be marginally different or be described in more general terms to your specifically booked activity. The details of your activities will be detailed in a proposal for clients to check before booking is confirmed. We cannot guarantee that all the activities, venues, facilities and equipment described in Active Hope general information or website will be available. The descriptions/images are used as examples of the experience of that activity and the facilities/equipment used. A copy of our latest Terms & Conditions can be found on our website.

Booking and Payment

1. Bookings must be confirmed by email / in writing by the lead client in the group to Active Hope Ltd. The lead client who submits the enquiry and deals with correspondence relating to this, certifies that he/she is authorised to agree to Active Hope Ltd Terms and Conditions on behalf of all persons expected to be participating in activities in order to be able to validate the booking. This is to include any additional children added after the booking has been confirmed or children substituted in place of one another.
2. To comply with Tour Operator guidelines, we are pleased to offer a **zero deposit** booking condition to secure your place.
3. An invoice will be sent to you on **completion** of the project, and will be payable **immediately**.
4. Final numbers will be required **2 weeks prior to the start** of the project. It may be possible to add additional places to your booking up until **24 hours before** the date of the project, although these places cannot be guaranteed, so we suggest contacting us as soon as possible.
5. Bookings are only considered to be fully confirmed after the booking has been confirmed by email/in writing.
6. By completing the booking, the lead client on behalf of the school enters into an agreement with Active Hope to pay the full balance of the total cost (in accordance with clause 3).
7. As this contract is between Active Hope and the school, should the lead client cease to be responsible for the school, the booking will remain in place.

Special Requests

Active Hope Ltd will endeavour to accommodate any special requests you may have. Any special requests must be made by email/in writing at the time of booking. Unfortunately, we are not able to guarantee any request will be met unless we express firm confirmation of this. Special requests are subject to availability and it must be noted that although we will strive to meet them they may not always be attainable.

Cancellation and Amendments

1. We can only accept cancellation of booking by the lead client of the school.
2. If you wish to cancel or amend any part of the booking, please contact us immediately with confirmation of this cancellation being confirmed by email/in writing.
3. If children numbers are to be amended, a new confirmation letter shall be distributed and with this the obligation to pay the nominal fee for the additional participant(s).
4. By not requesting any deposit, Active Hope Ltd is entitled to recover a portion of the costs as detailed below:
If cancelled with 30+ days' notice = 10% of the full balance.
If cancelled with less than 30 days' notice = 50% of the full balance.
5. With regards to any amendment being made to bookings, Active Hope Ltd will try to accommodate requests for changes, however these changes may incur additional fees to be added to the full balance.
6. Active Hope Ltd reserves the right to change or substitute activities or accommodation due to circumstances beyond our control. If the cost of this is higher than the original booking, then customers may be asked to pay the higher price. In this instance, we will work towards providing an activity or accommodation that closely matches the original cost.

Force Majeure

1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Active Hope Ltd including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Active Hope Ltd or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
2. Active Hope Ltd shall not be liable to the client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
3. If the Force Majeure Event prevents Active Hope Ltd from providing any of the services for more than 4 weeks, Active Hope Ltd shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the client.
4. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by Force Majeure. Additionally, we cannot accept liability or pay any compensation where you suffer any damage or loss as a result of Force Majeure.

Insurance

1. We do not take responsibility for loss or damage to personal possessions unless loss or damage is due to our negligence or failure to carry out our responsibility.
2. All other appropriate insurances are held by Active Hope Ltd
Active Hope Ltd holds £5 million Public Liability insurance.
Active Hope Ltd holds AALA (Adventure Activity Licensing Authority) license.

Responsibility

1. Active Hope Ltd accepts responsibility for those aspects of your booking that are under our direct control. However, we do not accept responsibility for any personal injury, illness or death which arises from the negligent acts or omissions of any subcontractor working on our behalf in the provision of services or facilities to you and whilst acting in the scope of their employment.
2. The school is expected to be aware that outdoor activities have an element of risk to them and that in order to ensure their own and others' safety they must follow all safety instructions given to them by members of our staff.
3. You must advise Active Hope Ltd in advance of any disability, medical or behavioural issue which might be experienced by any member of the group, which might affect that person or other guests.
4. Many of our activities are weather dependent. In the event of activities being cancelled due to adverse weather, we will try to inform the lead client as far in advance as possible – due to the nature of weather forecasting, this may be less than 24 hours in advance.

Substitution

As detailed above Active Hope Ltd reserves the right to change or substitute activities or accommodation due to circumstances beyond our control. If the cost of this is higher than the original booking, then clients will be asked to pay the higher price. In this instance, we will work towards providing an activity or accommodation that closely matches the original cost.

Health

1. All participants must complete a medical/permission consent form. These must be passed to Active Hope **prior to the start of the project.**
2. Many events and activities require a reasonable level of fitness and strength endurance. It is the responsibility of the parent/guardian of each individual participant, to ensure that they are fit to participate.
3. If any child has an existing medical condition, we require them to contact their medical professional to confirm that they are sufficiently fit and healthy to take part in the planned activities.
4. Some events are not recommended for those with certain disabilities, illness or infirmity. We may be able to offer alternative activities which are more suitable to your requirements. In this instance, please contact the office for more details.
5. Pregnant women must make Active Hope Ltd aware if they are supporting or taking part in any of the activities as Active Hope Ltd cannot take responsibility for any problems occurring, or any individuals restricted involvement in any activity or event booked.

Age Restrictions

1. Active Hope Ltd may operate age restrictions on activities. Please note that the lower age limit for some activities is 8 years, if your booking is affected in this way Active Hope Ltd will give advance notice of this.
2. Please always state any age details of minors upon booking. It is your responsibility to advise Active Hope Ltd on booking that there are younger members in your group.
3. We reserve the right to alter these restrictions at any time due to circumstances beyond our control.

Supervision and Instruction

The decision and the authority of Active Hope Ltd staff is final and is always to be accepted by the client. Group leaders who accompany the group agree to act in "loco parentis" at all times.

Behaviour and Conduct

1. Active Hope Ltd employees, project staff, or any person in authority have the ability to terminate your activities, project or arrangements if, in the reasonable opinion of ourselves or the person in authority, your behaviour or that of any member(s) in the group is likely to cause damage, danger, disturbance, distress or annoyance to other children or member of the party, employees, Active Hope Ltd personnel, property, venue or public.
2. The lead client agrees that when booking through Active Hope Ltd, you accept responsibility for the correct conduct of your group during your activities and the duration of any arrangements made by Active Hope Ltd.
3. You agree to ensure that all members of the group, always act in an appropriate, safe and responsible manner and comply with all safety procedures, listen and be present at all safety and information meeting/briefings which are relevant to the activities booked.
4. You agree to ensure that Active Hope staff are immediately made aware of any equipment or site deficiencies or concerns relating to these.
5. It is your responsibility and that of the other members of your group to dress suitably for the projects booked.
6. You agree to ensure that all members of your group comply with the timetable of events. Poor timekeeping or a failure to keep to the timetable of events/activities may result in either discontinuation of the project or cancellation of the said project.
7. In the event of discontinuation or cancellation as mentioned above, Active Hope Ltd will not be liable for any refund, compensation or any costs that may be incurred by you or any other members of your group.
8. Alcohol, drugs or any other intoxicants are not permitted on Active Hope projects. Many events and activities require a high level of concentration and the use of such substances or being under the influence of alcohol or drugs is forbidden. If you, or any member of your group have, in the reasonable opinion of our staff, been using drink or drugs or fail to act in a safe, responsible and acceptable manner, they reserve the right to cancel your participation. In the event of this Active Hope Ltd will not be liable to pay member(s) any refund, compensation or any costs/expenses incurred.
9. Any other contractors working on our behalf all reserve the right within their reasonable opinion to terminate the arrangements and booking of any member(s) of the party due to misconduct.

Damage

1. Any damage caused by the lead person or any of the participants of an activity or project will be charged directly to the lead person. This will include any intentional damage or damage arising from unreasonable behaviour (at the reasonable discretion of the project manager) to equipment, machinery, vehicles, furnishings (including hotels), venues and public areas within the facilities booked by you on behalf of the school. The management have the right to refuse ongoing services or entry to their premises to any individual whose behaviour is in their sole opinion deemed to be inappropriate.
2. Full payment for any damage or loss (reasonably estimated if not precisely known) caused by you or any member of your party or associates must be made direct to the manager, other supplier or to Active Hope Ltd as soon as possible.

Accommodation

1. Any damages must be paid for in accordance with Clause 2 under Behaviour and Conduct.

Complaints Procedure

1. Should you be unhappy with any element of your arrangements, you should notify us immediately so that we have an opportunity to investigate / rectify the problem.
2. Should the issue not be rectified, Active Hope has a complaints procedure that can be available by request.
3. If compensation is deemed to be appropriate by the company this will be limited only to the cost of the particular element of the package where the problem has arisen.