

# Terms and conditions

STANDARD SERVICE TERMS AND CONDITIONS - UPDATED 1<sup>st</sup> September 2022

## BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by We Are Intrepid Ltd, company no 13290430 registered at 9, First Cross Road, Twickenham, TW12 5QA.

These Terms and Conditions contain important information concerning participation by you and members of your party in Our Services and accordingly, you acknowledge and agree that you shall ensure that you and all members of your party are aware of and accept these Terms and Conditions.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Booking”

“Booking Confirmation”

“Business Day” means your Booking for the Services;

means Our acceptance and confirmation of your Booking as described in Clause 3;

means any day other than a Saturday, Sunday or bank holiday;

“Calendar Day” means any day of the year;

“Contract” means the contract for the provision of Services, as explained in Clause 3;

“Fee”

means the fee payable for the Services and includes the planning, organising and delivery of the proposed Services;

“Material Change”

means a change in the date, location or over 80% of the content of the Services;

“Month”

means a calendar month;

“Services” means the services which are to be provided by Us to you as specified in your Booking (and confirmed in Our Booking Confirmation);

“Special Price” means a special offer price payable for Services which We may offer from time to time;

“We/Us/Our” means We Are Intrepid Ltd of 9, First Cross Road, Twickenham, TW12 5QA.

1.2 Each reference in these Terms and Conditions to “writing” and any similar

expression includes electronic communications whether sent by e-mail, fax or other means.

1.3 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.

## 2. Medical & Health

2.1 All clients using Our Services should be aware that when participating in any exercise or exercise program, there is the possibility of physical injury. In making a Booking, you agree to assume such risk and subject to Clause 8.4, agree to release and discharge Us from any and all claims for liability, injury, loss and/or damage arising out of your participation in Our Services.

2.2 If you have any medical conditions that may make you unsuitable to participate and/or impact on your participation in Our Services, you are required to notify Us of these prior to Booking.

2.3 If We believe that your health or safety is at risk or if you fail to disclose to Us any illness, injury or any other medical or health reason that could impact on your ability to participate in Our Services, this could result in Our refusal to allow you to participate in the Services. In such a situation, your Contract may be terminated by Us at Our sole discretion without any refund.

2.4 Subject to any prior notification to the contrary in writing by you to Us, you confirm that you are in good mental and physical health and are not aware of any reason why you may be unable and/or unsuited to participating in Our Services and/or may be likely to suffer illness or injury during participation in Our Services.

2.5 All clients are recommended to consult with their doctor before beginning any exercise program.

2.6 We strongly recommend that you have travel insurance with comprehensive personal accident and cancellation insurance that covers Our Terms and Conditions, particularly those regarding amendment or cancellation charges and that such insurance is purchased at the time of your Booking.

## 3. The Contract

3.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting a Booking, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Booking constitutes a contractual offer that We may, at Our discretion, accept.

3.3 Subject to Clause 3.4 of these Terms and Conditions, you are required to pay a deposit ("Deposit") when you make a Booking.

3.4 If you make a Booking within 2 weeks or less of the commencement date of Our Services, the entire Fee, not just the Deposit, will be payable immediately in full by you to Us.

3.5 A legally binding Contract between Us and you will only be created upon the receipt by Us in cleared funds of your Deposit (or the entire Fee if you make a Booking within 2 weeks or less of the commencement date of Our Services) and upon Our acceptance of your Booking which is indicated by the issuing of Our Booking Confirmation. Booking Confirmations will be provided in writing.

3.6 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

3.6.1 The main characteristics and the duration of the Services;

3.6.2 Our contact details;

3.6.3 The total Fee for the Services including taxes or, if the nature of the Services is such that the Fee cannot be calculated in advance, the manner in which it will be calculated;

3.6.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services; and

3.6.5 Where applicable, details of after-sales services.

#### 4. Bookings, Variations and Cancellations

4.1 All Bookings for Our Services made by you and the Contract between us will be subject to these Terms and Conditions.

4.2 We reserve the right to change any Fee or other particulars of the Services before a legally binding Contract is agreed between us.

4.3 We try Our best not to cancel a Contract with you but reserve the right to do so. Subject to Clause 9, if We cancel your Contract prior to the commencement of Our Services, you will be offered an alternative date or a full refund. Any cancellation will always be notified to you in writing.

4.4 If there is a Material Change, We shall notify you as soon as reasonably possible and shall seek to offer you alternative arrangements as is reasonably possible in the circumstances or a refund. Should there be any change to the Fee caused through the provision of alternative arrangements, We will notify you of this at this time also.

4.5 If there is any other change other than a Material Change, We are not obliged to inform you in advance or required to make any alternative arrangements and/or provide you with any refund or compensation.

4.6 If you need to cancel your Contract, you must notify Us in writing. The Deposit is non-refundable and your cancellation is strictly subject to you paying the applicable cancellation charges which are calculated depending on the date you provide Us with your written notice to cancel and the commencement date for the Services as follows:-

Date of Cancellation Cancellation Charge

Less than 6 weeks 50% of the Fee

More than 6 weeks 100% of the Fee

4.7 If you do not provide Us with any notice of cancellation and do not attend to participate in Our Services, you remain liable for 100% of the Fee.

4.8 You may request a change to your Booking at any time up to 28 Business Days before We begin providing the Services to you by contacting Us in writing. However, We are not under any obligation to accept any changes to your Booking and any changes you request will be at Our sole discretion and are strictly subject to availability and the payment by you of any additional applicable Fees which We will notify you of in writing when We receive your request to change your Booking.

## 5. Price and Payment

5.1 In addition to the Deposit that you are required to pay under Clause 3.3, you are also required to pay the balance of the Fee which is an amount equal to the remaining 100% of the Fee for the Services and which is detailed within Our Booking Confirmation ("Balance").

5.2 The Balance must be paid to Us in full cleared funds by no later than 2 weeks before the commencement date of Our Services (unless We have agreed in writing with you alternative payment arrangements in Our Booking Confirmation).

5.3 If the Balance is not received by Us in full cleared funds by no later than 2 weeks before the commencement date of Our Services, this will comprise a material breach of these Terms and Conditions and without prejudice to any other right or remedy to which We may be entitled, such material breach will entitle Us to cancel Our Contract with you immediately and you will not be provided with any refund of your Deposit and/or any additional monies that you have paid to Us.

5.4 Unless We have agreed in writing to you otherwise within your Booking Confirmation, the Fee does not include travel to and from the location(s) that Our Services will be provided to you at and this travel will be your sole responsibility to arrange and provide. We will arrange optional transfers from recommended airports, the cost of the transfer is automatically included in the Fee. You may choose to make your own transfer arrangements and this will be your sole responsibility to arrange and provide.

5.5 Unless We have agreed in writing to you otherwise within your Booking Confirmation, the Fee does not include any provision for your medical requirements, clothing and/or footwear required to participate in Our Services and this will be your sole responsibility to arrange and provide.

5.6 If We quote a Special Price, the Special Price will be valid for the period shown in the advertisement. Bookings placed during this period will be accepted at the Special Price even if We do not accept the Booking until after the period has expired.

5.7 Our Fees may change at any time but these changes will not affect Bookings that We have already accepted and have confirmed in writing in Our Booking Confirmation.

5.8 VAT is not payable unless otherwise advised. If VAT becomes payable between the date of your Booking and the date of your payment, We will adjust the rate to include VAT. Changes in VAT will not affect any Fees where We have already received payment in full from you.

5.9 We accept the following methods of payment:

5.9.1 Bank Transfer

5.9.2 Visa Credit and Debit Cards

5.9.3 Mastercard Credit and Debit Card

5.10 Without prejudice to any other right or remedy to which We may be entitled, if you do not make payment to Us by the due date as shown in/on Our Booking Confirmation we cannot hold your booking and you will lose your deposit.

5.11 The provisions of Clause 5.10 will not apply if you have promptly contacted Us to dispute an invoice in good faith.

## 6. Providing the Services

6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in Our industry, and in accordance with any information provided by Us about the Services and about Us. However, the Services We publish in Our literature are illustrative in order to best explain the scope and nature of the Services that you may be participating within. At any time and dependent on certain factors including but not limited to the weather and your physical fitness, We reserve the right to change the content of the Services where required without notice to you.

6.2 We will begin providing the Services and continue providing the Services in accordance with the dates confirmed in Our Booking Confirmation.

6.3 We will make every reasonable effort to complete the Services on time (and in accordance with your Booking). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 9 for events outside of Our control.

6.4 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible.

6.5 If the information or action required of you under Clause 6.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, We may charge you a reasonable additional sum for that work.

6.6 We reserve the right to change the content of the Services at any time where an event outside of Our control occurs. Please see Clause 9 for events outside of Our control.

6.7 If you elect not to participate in any part of the Services, We have no obligation to provide any alternative Service and you will not be entitled to a refund of the Fee.

6.8 You must refrain from any illegal act or any conduct which may give offence or cause danger or damage to any person. If We or any of Our staff, consultants and/or agents become aware of any such action, We may at Our absolute discretion have

you immediately removed from any property or facility and such conduct by you will comprise a material breach of these Terms and Conditions and without prejudice to any other right or remedy to which We may be entitled, such material breach will entitle Us to cancel Our Contract with you immediately and you will not be provided with a refund of the Fee that you have paid to Us.

6.9 Excepting reasonable wear and tear, you shall be held responsible and liable to compensate Us for any damage you cause to any of Our premises, facilities and/or property during your participation in Our Services.

## 7. Problems with the Services and Your Legal Rights

7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us as soon as is reasonably possible and (unless exceptional circumstances prohibit you from doing), by no later than 28 days following Our provision of the Services to you. Please note that if you fail to notify Us of your concern/complaint within 28 days following Our provision of the Services to you, this will prejudice Our ability to resolve your problem and/or investigate your concerns fully and could result in the rejection of your complaint.

7.2 To make a complaint or raise any concern, in the first instance, please inform hosts Vicki Anstey or Mel Deane and then if the problem is not resolved within a reasonable time, please report it in writing to us via [hello@weareintrepid.co.uk](mailto:hello@weareintrepid.co.uk) We will acknowledge receipt of your concern in writing within 48 hours of receiving this and will fully respond to you within 14 days.

7.3 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

7.4 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us, any of Our agents or employees or sub-contractors. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, Clause 6.5 will apply and We may charge you for remedial work.

7.5 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or,

if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Fee and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 Calendar Days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method.

## 8. Our Liability

8.1 Subject to Clause 8.2, We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created.

8.2 We will not be responsible for any loss or damage that is not foreseeable and we will not be responsible for any loss or damage to any personal property or vehicle belonging to you or used by you during the provision of Our Services.

8.3 We provide Services for domestic and private use (or purposes). We make no warranty or representation that the Services are fit for commercial or business purposes of any kind. By making your Booking, you agree that you will not use the Services for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

8.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation; or for any rights under statute or common law which may not be excluded and/or limited.

8.5 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.

8.6 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## 9. Events Outside of Our Control (Force Majeure)



9.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), pandemic, epidemic or other natural disaster or any other event that is beyond Our reasonable control.

9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

9.2.1 We will inform you as soon as is reasonably possible;

9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

9.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

9.2.4 You may cancel the Contract in accordance with Clause 4.6. if an event outside of Our control occurs and continues for more than 12 weeks but We shall have no liability to you in respect of cancellation of your Contract due to events outside of Our control, and all rights and liabilities which have accrued prior to termination shall subsist.

9.3 For the avoidance of doubt, no event outside of Our control will excuse and/or prevent and/or delay any of the payment obligations relating to payment of the Fee.

## 10. How We Use Your Personal Information (Data Protection)

10.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.

## 11. Other Important Terms

11.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in

writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

11.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

11.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

11.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

11.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

11.6 These Terms and Conditions can only be varied by prior written agreement between you and Us.

11.7 We reserve the right to take any photographs or recordings of You during the provision of Our Services and you agree that all rights whatsoever arising in the photographs or recordings shall be solely owned by Us. Further, unless you confirm your objection to Us prior to the commencement of the Services, you accept and agree that any recordings may be used by Us at Our absolute discretion in any manner, including but not limited to Our website, social medial, promotional material and advertisements.

11.8 We reserve all copyright which may subsist in the products of, or in connection with, the provision of all Our activities, services or facilities. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

12. Governing Law and Jurisdiction

12.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

12.2 As a consumer, you will benefit from mandatory statutory rights and nothing in these Terms and Conditions takes away or reduces your rights as a consumer to rely on those provisions.

12.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.