

## Peak District Pub Tours – Terms and Conditions

### 1. Application

- 1.1 These Terms and Conditions shall apply to all bookings with Peak District Pub Tours Ltd, a company registered in England and Wales under number 14816605, of Vantage House Euxton Lane, Euxton, Chorley, Lancashire, England, PR7 6TB. Please read these terms and conditions carefully, you should understand that by booking with us, you agree to be bound by these terms and conditions.

### 2. Definitions and Interpretation

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

“the Agreement” means the agreement entered into incorporating these Terms and Conditions which shall govern the booking;

“Client” means you, any individual, firm or corporate body which makes a booking with us;

“Confidential Information” means, in relation to either Party, information which is disclosed to that Party by the other Party in accordance or connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“Confirmation” means the notification made that the booking has been accepted. This notification is subject to these Terms and Conditions;

“Destination” means any pub, restaurant or other stop made as part of the Pub Tour, and shall include the final drop off point;

“Pub Tour” means the trip the subject of the Agreement;

“Services” means the pub tour services to be provided;

“Total Price” means the total sums payable for the Pub Tour.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.2.1 “writing”, and “written” includes emails and similar communications;

2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

2.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;

2.2.4 a Schedule is a schedule to these Terms and Conditions;

2.2.5 a clause is a reference to a clause of these Terms and Conditions; and

2.2.6 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

- 2.4 Words imparting the singular number shall include the plural and vice versa.

- 2.5 References to any gender shall include the other gender.

- 2.6 References to persons shall include corporations.

### 3. How the Contract is formed between you and us

- 3.1 The Pub Tour can be provisionally booked through our website which shall guide you through the ordering process. Your booking constitutes an offer to us.

- 3.2 All bookings are subject to acceptance and we will confirm such acceptance to you by telephone or email to advise that the booking has been successfully confirmed. The contract between us will only be formed when we send you the order Confirmation.

- 3.3 Bookings shall not be deemed confirmed until any requested deposit is paid in full.

### 4. Services

- 4.1 We shall provide a Pub Tour Service and will use reasonable care and skill in providing the Pub Tour Service.

- 4.2 In accepting these terms and conditions you acknowledge that you do not rely on any representations regarding the Services save for those made in writing by us. No descriptions of the Services set out on our website or in any marketing literature shall be binding on us and are intended as a guide only.

- 4.3 We reserve the right to make any changes to the Services but will endeavour to keep any such changes to a minimum.

### 5. The Client’s obligations:

- 5.1 You are required to provide the following information during the booking:

5.1.1 How many passengers will be on the trip;

5.1.2 Where you would like to be collected from;

5.1.3 If you are to provide the route, where you would like to travel to;

5.1.4 Any special instructions;

5.1.5 If any passengers have any special requirements.

- 5.2 Should any information provided change at any stage or be found to be incorrect, either deliberately or otherwise, we reserve the right to cancel

the booking and the return of any payments shall be at our sole discretion. We also reserve the right to charge for any costs incurred by us in cancelling your booking.

- 5.3 You must designate a group leader, who agrees on behalf of all persons detailed on the booking that they:

5.3.1 Have read these terms and conditions, have the authority to do and agree to be bound by them;

5.3.2 Consent to the use of personal data in accordance with our Privacy Policy, and are authorised to disclose their personal details to us, including where applicable special categories of data;

5.3.3 are over the age of 18 years of age, and where placing an order for services with age restrictions declares that all members of the party are of the appropriate age to purchase and participate in those services; and

5.3.4 Accept financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

- 5.4 We are only responsible for your passengers from the departure point until arrival Destination(s), as described in our booking. You are responsible for ensuring your passengers safety at the Destination, and for arranging that the Destination are happy to greet you at the arrival time. We shall have no liability from the point you reach each Destination, and shall not be responsible for any acts or omissions of the staff at each Destination.

- 5.5 If suitable arrangements are not made in accordance with clause 5.3 we are happy to transport you elsewhere subject to your agreement and arrangement of such.

- 5.6 Please ensure that all passengers will be ready at the agreed time and location. If not, we may be unable to reach all the Destinations chosen and the Pub Tour shall be shortened appropriately.

- 5.7 If, on our arrival at the departure point, passengers are unable to travel for any reason, or the driver decides that a passenger is not fit to travel, they will be refused and no discount or refund shall be given. You must act with courtesy toward the driver and any other persons as part of your Pub Tour, and we reserve the right to terminate the Pub Tour at any time where this is not maintained.

- 5.8 If you or your passengers have specific requirements, these should be detailed at the time of booking and we will use all reasonable endeavours to accommodate such requirements. Where we are not made aware of this at the time of booking, we will charge for any additional costs incurred by us in accommodating such requirements.

### 6. Price and Payment

- 6.1 The price of the Pub Tour will be as stated at the time of your booking, except in the cases of obvious error, or such other price as may be agreed in writing by us. We are under no obligation to provide the Pub Tour at the incorrect (lower) price, even after we have sent you an order confirmation, if the price error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.

- 6.2 You will be asked to make full payment upon the booking the Pub Tour.

- 6.3 We may offer for you to pay a deposit where the Pub Tour is bespoke. The balance of the Total Price shall be paid 8 weeks before the Pub Tour.

- 6.4 All payments should be made in pounds sterling by bank transfer or, where applicable, by card payment through our website – please note we cannot accept American Express Cards.

### 7. Variations and Amendments

- 7.1 If you wish to vary any details of the Pub Tour, you must notify us as soon as possible. We shall endeavour to make any required changes and any additional costs thereby incurred shall become immediately due and payable.

- 7.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the Confirmation, we shall notify you as soon as possible. We shall endeavour to keep such changes to a minimum and shall seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

- 7.3 We reserve the right to do the following:

7.3.1 amend any Agreement in order to reflect a change in the circumstances beyond our reasonable control; and

7.3.2 vary our schedule of charges from time to time.

### 8. Cancellation

- 8.1 If you wish to cancel a Pub Tour, you may do so at any time by giving notice to us, provided that:

8.1.1 If cancellation takes place more than 8 weeks before the Pub Tour, you shall be entitled to a full refund;

8.1.2 we shall offer for you to reschedule the Pub Tour for free if cancellation takes place more than 4 weeks and less than 8 weeks before the start date of the Pub Tour, any rescheduled date can only be changed once, must be used within 1 calendar year of the date of the cancellation and cannot be refunded after rescheduling;

- 8.1.3 we shall be immediately entitled to payment or to withhold payment for 100% of the Total Price if cancellation takes place within 4 weeks or less before the start date of the Pub Tour.
- 8.2 If you fail to complete any of your obligations under clauses 5 or 6, we will cancel your booking and the above clauses 8.1.1 to 8.1.3 shall apply.
- 8.3 We reserve the right to cancel the Pub Tour at any time. In this event, we will refund any payments made, including the Deposit.
- 9. Liability and Indemnity**
- 9.1 You shall indemnify us against all damages, costs, claims and expenses suffered arising from loss or damage to any equipment (including that of third parties) caused by you or your passengers.
- 9.2 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. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.3 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.
- 9.4 We may provide introductions to other companies and we may receive commission for such introductions, however, under no circumstances shall we be liable for the actions or lack of actions of said other companies.
- 10. Data Protection**
- 10.1 All personal information that we may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and your rights under that Act. We may use your personal information to provide the Services to you, process payments and inform you of new products and services available from us. You may request that we stop sending you this information at any time. We will not pass on your personal information to any third parties without first obtaining your express permission.
- 10.2 Notwithstanding the above, we reserve the right to take and use photographs, and testimonials given by you, in marketing literature and on our website. Please contact us in writing if you do not consent to this usage.
- 11. Confidentiality**
- 11.1 The parties agree that they will not use any confidential information provided by the other, except to perform their obligations under the Contract. Each party will maintain the confidential information's confidentiality and will not share it with any third party, unless so authorised by the other party in writing.
- 12. Events outside our control (Force Majeure)**
- No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, snow, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
- 13. No Waiver:** No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 14. Sub-Contracting**
- 14.1 We shall be entitled to perform any of the obligations undertaken through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of ours.
- 15. Relationship of the Parties:** Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.
- 16. Third Party Rights**
- 16.1 No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 16.2 Subject to this Clause 16, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.
- 17. Communications:** Applicable laws require that some of the information or communications we sends should be in writing. When using our website, you accept that communication with us will be mainly electronic. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirements that such communication be in writing. This condition does not affect your statutory rights.
- 18. Notices:** Notices shall be deemed to have been duly received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed to the address you provided to us, stamped and placed in the post and; in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 19. Entire Agreement**
- 19.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter. We intend to rely upon these Terms and Conditions and any document expressly referred to in them in relation to the subject matter of this Agreement. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask us for any variations from these Terms and Conditions to be confirmed in writing, electronic or otherwise.
- 19.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 20. Our right to vary these terms and conditions:** We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in payment methods and changes in relevant laws and regulatory requirements.
- 21. Severance:** In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.
- 22. Law and Jurisdiction:** This Contract shall in all respects be subject to and construed in accordance with English Law. Any dispute between the parties to this Contract shall be referred to the exclusive jurisdiction of the English Courts.