

GroupTogether Ltd

Working with you, for you

01754 450 203/07949365621

info@grouptogogether.org.uk

www.grouptogogetherltd.com



GroupTogether Ltd.

Terms and Conditions

1. General booking and payment terms

These terms apply to GroupTogether Ltd ("we/us") training, equipment hire, activities and event services. Read them with your booking confirmation and any equipment-specific safety instructions. "Hirer" means the customer identified on the booking form; where an organisation is the customer, the named contact acts on its behalf and must have authority to book.

1.1 Bookings

Submit the relevant booking form or course request by email or our agreed booking method, with accurate service, venue, date, contact and invoicing details. A booking is confirmed when we accept it in writing. Provide a purchase order where your organisation requires one and nominate a contact for events, charities and group bookings. Agreed written variations apply to that booking.

1.2 Payment

A 20% deposit is due on booking for all training courses and other bookings over £500. The balance is due 7 days before delivery unless we agree invoice credit terms in writing; where agreed, payment is due within the 14 or 28 days stated on the invoice. Deposits count towards the total price. We may suspend delivery for overdue payment after notifying you and allowing a reasonable opportunity to pay.

Payment is in GBP by BACS, cash or cheque, or debit/credit card where accepted. Cheques must clear by the due date. The customer pays any currency-conversion costs. Agreed refreshments and other extras are chargeable.

1.3 Late payment

We may charge simple interest on overdue sums at 5% per year above HSBC Bank plc's base rate, calculated daily from the due date until payment, where lawful. Reasonable debt-recovery and legal costs may be recovered only to the extent legally recoverable; there will be no duplicate recovery.

1.4 Cancellations and refunds

Send cancellations in writing to info@grouptogogether.org.uk. Notice is measured in calendar days before the booking starts. The maximum cancellation charges are: **30 days or more: no charge/full refund; 8–29 days: 50% of the total price; 7 days or fewer: 100%.** Any deposit is included in, not added to, these amounts.

Charges will not exceed our reasonable net loss caused by cancellation, allowing for costs saved and replacement bookings. We will take reasonable steps to reduce loss and refund any excess paid. Statutory cancellation and refund rights take priority. A suitable substitute learner may attend without a substitution charge.

If we cancel, we will confirm this in writing and refund payments for the cancelled service. Bookings cancelled because of unsafe weather or government restrictions preventing delivery receive a full refund regardless of notice; an alternative date may be agreed instead. If a service has already partly been delivered, any refund will fairly reflect the undelivered part and your statutory rights.

1.5 Changes

Request changes to numbers, service, date or time as early as possible. Changes more than 24 hours before the booking are subject to availability; later requests are at the duty manager's discretion. We will confirm any revised price and terms before you agree.

Reductions or cancellations of part of a booking are subject to clause 1.4.

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Safety, Participation and Training

2. Safety and participant responsibilities - all services

2.1 Participation and inherent risk

Activities involve inherent risks, including falls, collisions and injury; climbing and adventure activities can involve serious injury or death. **Participants take part at their own risk in respect of these inherent risks.** Parents or guardians must decide whether an activity is suitable for a child, give the required consent and ensure the child understands the rules. This is not a waiver of anyone's legal rights or our duty of care.

2.2 The named hirer's responsibility

The hirer named on the booking form is responsible for ensuring users' safety within the hirer's control: arranging suitable supervision, communicating all rules, managing access and behaviour, obtaining required consent and preventing unsafe use. Delegating supervision does not remove these responsibilities. Where we supply staff, we remain responsible for their operation and instruction; the hirer retains the agreed organiser and safeguarding duties.

2.3 Conduct, health and incidents

Arrive on time, follow staff instructions and act responsibly towards others. Tell us before participation about relevant health conditions, injuries, pregnancy, disabilities or support needs so suitability and reasonable adjustments can be discussed. Complete medical declarations where required for group activities. Pregnant participants are advised not to use adventure activities. Report injuries, accidents, hazards and equipment defects immediately to our staff or duty manager; seek emergency assistance where necessary.

Smoking, vaping and e-cigarettes are prohibited in our activity and training areas. No one may participate or supervise while impaired by alcohol or drugs. We may refuse participation or stop unsafe, disruptive or abusive behaviour. Any withholding of payment following removal will reflect services delivered and reasonable net loss, subject to statutory rights.

2.4 Our responsibilities and liability

We will provide services with reasonable care and skill and safe, suitable equipment. **Nothing in these terms excludes or limits liability for death or personal injury caused by our negligence, fraud, or any liability or consumer right that cannot legally be excluded or limited.** Participants, parents and guardians do not accept responsibility for our negligence. Keep personal belongings and vehicles secure; we are responsible for loss or damage where legally liable.

3. Training terms and conditions

3.1 Learner information and assessment

Provide accurate learner names for certification and tell us of learning, access or support needs before the course. Learners must respect others and the venue and take part in required practical work, discussion and assessment, with agreed reasonable adjustments. Attendance alone does not guarantee a pass: certification depends on meeting the applicable course and awarding-body requirements.

3.2 Venue and learner safety

The course organiser must provide a suitable, safe venue with appropriate space and facilities, explain fire and emergency procedures and coordinate any relevant employer arrangements. Learners must notify the trainer of pregnancy, back problems or other relevant conditions before practical work. We will discuss safe participation and suitable adjustments.

3.3 Course materials

Do not record training or reproduce course materials without our prior written permission and any necessary rights-holder consent. Training and notes are educational and do not constitute legal advice or authoritative legal interpretation. Customers remain responsible for their own decisions and legal obligations; clause 2.4 applies.

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Equipment and Inflatable Hire

4. Equipment hire - all hired items

4.1 Handover, care and return

The hirer must provide safe access, the agreed suitable site and required power or other facilities. We may refuse unsafe installation. Equipment will be checked before and after hire; identify existing damage at handover and report any later defect immediately. The hirer must protect equipment from misuse, theft and damage from handover until collection or agreed return, and return it complete in the condition supplied, allowing for fair wear and tear.

Do not move, alter, repair, sub-hire or allow unauthorised use of equipment. Keep electrical supplies, blowers, cables, anchors and safety devices protected and unobstructed. Stop using defective or unsafe equipment, prevent access and contact us immediately. Follow the handover instructions and all operating limits throughout hire.

4.2 Damage, loss and repair costs

The person or organisation identified as the hirer on the booking form must pay for damage, loss or missing equipment arising during hire from their acts or omissions, misuse, inadequate supervision, failure to follow instructions, or the acts of users or guests for whom they are responsible. This includes accidental damage caused by those users. Fair wear and tear, pre-existing damage, inherent defects and damage caused by our negligence are excluded.

Recoverable charges include reasonable parts and specialist repair costs; necessary cleaning beyond normal use; transport, collection and delivery for repairs; testing needed to return the item safely to service; and **the reasonable staff time spent assessing damage, arranging repairs, transporting equipment and carrying out or overseeing repairs.** Staff time will be itemised by hours and a reasonable hourly rate, explained before chargeable work where practicable.

If repair is not economical, the charge will reflect a reasonable equivalent replacement, allowing for the item's age and condition. We may also recover evidenced net hire income lost during the reasonable period required for repair or replacement, where caused by the damage and reasonably foreseeable. We will minimise losses and avoid duplicate charges, betterment or penalties. Waiting time is not automatically chargeable staff labour.

We will provide an itemised invoice and supporting evidence, including photographs, repair estimates or receipts and time records where applicable. Damage invoices are due within 14 days unless another date is agreed in writing. Notify us promptly if you dispute a charge so we can review it.

5. Inflatable hire - additional safety terms

5.1 Supervision and users

The named hirer must ensure continuous supervision by a responsible, capable adult aged 18 or over, briefed on the equipment, unless we have expressly agreed to supply the operator. Follow the specified age, height, weight and capacity limits; separate users of significantly different sizes. Keep entrances, exits and safety mats clear. No shoes, sharp objects, jewellery, food, drinks, chewing gum, fighting, somersaults or climbing on walls or roofs.

5.2 Conditions and stopping use

Do not interfere with anchoring, move the inflatable or switch off its blower while occupied. Follow the manufacturer's limits and any lower limit in our written handover instructions. For outdoor use, measure and record wind speed regularly with an anemometer; follow the instructed pressure checks using suitable measuring equipment. Stop use if required monitoring cannot be carried out.

Stop use and evacuate safely if limits are reached, weather becomes unsafe, heavy rain makes use unsafe, thunder or lightning occurs, power fails, inflation reduces, or an anchor or other safety feature is compromised. Secure or deflate only as instructed. Do not restart until safe conditions and all checks are satisfied. Climbing walls, water zorbs and other specialist equipment also require their activity-specific instructions and agreed operators.

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Events, Schools and Privacy

6. Events and public-pay activities

The organiser must provide accurate event information, a named contact, agreed access and operating space, and the facilities and safety arrangements agreed in advance. Where we charge the public, activity prices must be agreed with the organiser. Any agreed donation percentage is calculated on the agreed basis after the duty manager has cashed up and is paid only to the nominated recipient.

An agreed fixed pitch fee is paid before the event. Where continued operation becomes commercially unviable, we may close public-pay activities after discussing this with the organiser where practicable. This does not remove any separately agreed obligation to provide a paid-for service; fees and refunds for undelivered services will be dealt with fairly under clause 1.4. Safety-related closure may be immediate.

7. School, group and adventure activities

Agree a named contact, session times and group sizes before the booking. Do not change these without the instructor's agreement. School or group staff must remain available to manage behaviour, safeguarding and agreed supervision. The organiser must share risk information, safety instructions and relevant documents with all participating staff and obtain required parent or guardian consent.

Participants must follow instructor directions and use protective equipment correctly. Climbing, water and adventure activities are subject to the activity briefing and suitability requirements. The participant-risk and hirer-responsibility provisions in section 2 apply, alongside our responsibility for our own staff, equipment and instruction.

8. Event first aid cover

We will advise the event organiser of our assessment and safety requirements before the event. The organiser must provide accurate information about attendance, activities and hazards and implement agreed arrangements, including access for emergency services. Tell us promptly of material changes so cover can be reviewed.

If agreed requirements are not met and public safety is at risk, we may suspend or withdraw cover and notify the organiser immediately. The organiser must pause or stop affected event activities where safe provision cannot be maintained. The organiser retains responsibility for overall event safety; we remain responsible for the first aid services we provide. Any resulting charges or refunds will reflect services delivered, responsibility for the failure and applicable legal rights.

9. Privacy and applicable terms

Personal information is handled in accordance with our privacy policy: <https://grouptogogetherltd.com/privacy-policy>. Share health and learner information only as necessary for the booking and through the agreed channel.

These consolidated terms replace the terms printed on the earlier general and training booking forms for bookings made using this version. The booking confirmation identifies the services and customer. Any material variation must be agreed in writing. Serious or repeated breaches may result in suspension or termination; the safety and fair charging provisions above apply.