

Kat's Adventures Limited

Meetings and Events -Terms and Conditions

1.0 General

1.1 In this Agreement (unless the Agreement otherwise requires), the following words shall have the following meanings:

"Appendix" means the appendix attached hereto which sets out specific details of the Event;

"Cancellation" means the termination of services set out in the Appendix prior to the planned completion of the Event

"Client" means the company, firm, body, agent or person booking the Event;

"Conditions" means these terms and conditions which apply to all event bookings

"Agreement" means these Conditions and the Appendix;

"Curtailment" means the reduction in extent of the provision of good and services to be provided by Kat's Adventures Limited to the Client

"Deposit" means payments made from the Client to Kat's Adventures Limited and from Kat's Adventures Limited to third party suppliers in order to confirm a booking

"Event" means the event (including, but not limited to, the accommodation, restaurant, travel, activity and any other service provided by Kat's Adventures Limited for the purpose of the event additionally includes any management time and expenses agreed by the Client, further details of which are set out in the Appendix;

"Event Manager" and **'Event Host'** mean the Kat's Adventures Limited's personnel allocated to managing the event,

"Price" means the price specified in the Appendix; and

"Registration Information" means the information required by Kat's Adventures Limited from the client or their agents, delegates, attendees at the event in order to facilitate the delivery of the Event, specifically information required by Third Parties – this includes but not limited to: names of people attending the event as per passport, home address, passport number, passport expiry date, passport place of issue, nationality, experience in the activity booked, contact details and next of kin details, dietary and medical requirements.

"Revenue" means the revenue anticipated by the Kat's Adventures Limited in respect of the Event and any other facility or service which has been booked by the Client in connection with the Event, including an estimate by the Kat's Adventures Limited for beverage and food consumption during the Event.

"Third Party" means any organisation, firm, enterprise, partnership or individual contracted to provide goods and/or services in relation to the delivery of the Event

1.2 Headings are for convenience only and shall be ignored in interpreting this Agreement.

1.3 This Agreement is created upon Kat's Adventures Limited accepting the Client's confirmation of Event booking through signing up online.

1.4 The Conditions shall prevail over any other terms and conditions (whether or not inconsistent with these Conditions) and whether such conditions are in writing or are implied by custom, practice or course of dealing. For the avoidance of doubt, these Conditions shall also prevail over any other conditions previously published by the Kat's Adventures Limited in respect of event bookings.

2.0 Cancellation, Curtailment and Deposit payments, Registration information

2.1 The Event Description shall set out the cancellation, curtailment and postponement conditions for each event. Both parties agree to the principal that Kat's Adventures Limited will be held harmless with regard to any financial penalty imposed by Third Party suppliers as a result of any cancellation or curtailment by the Client.

2.2 The Event Description shall set up the required deposit schedule for the Event. Failure to adhere to this schedule may result in the loss of options for services to be provided by Third Parties which will not be retrievable. Failure to make deposit payments in line with the Appendix may result in a change in Price for some or all of the Services to be provided

2.3 The Event Description shall set out conditions in relation to the provision of



Registration Information by the Client to Kat's Adventures Limited. Failure to adhere to these conditions may result in the loss of deposits and/or options for the provision of services. Both parties agree to the principal that Kat's Adventures Limited will be held harmless with regard to any financial penalty imposed by Third Party suppliers as a result of any failure to supply Registration Information in line with the conditions set out in the Event Description.

2.4 The Company reserves the right to cancel any booking forthwith and without any liability on its part in the event of any damage or destruction of the venue by fire or any other cause, any shortages of labour, food suppliers, strikes, lock-outs or industrial action or any other cause beyond the control of the Company which shall prevent it from performing its obligations in connection with any event.

3.0 Third Party Contracts

3.1 Kat's Adventures Limited will negotiate contracts with third parties and will endeavour to secure advantageous conditions for the Client. Kat's Adventures Limited will advise the client of any relevant clauses within the any Third Party contract that it deems pertinent to bring to the clients attention. Such conditions brought to its attention will form part of the Event Description.

4.0 Payment and Pricing

4.1 The terms and schedule of payment shall be set out in the Event Description, failure to meet this schedule of payment may result the cancellation of goods and services to be supplied by Third Parties required for the delivery of the Event. In such an event Kat's Adventures Limited will not be held responsible for any consequential loss of service or goods by other Third Parties or any diminution in the quality of the Event. The Client will hold Kat's Adventures Limited harmless against any claim by any Third Party as a result of any delay in making payments from the Client to Kat's Adventures Limited.

4.2 The Company reserves the right to amend the price upon written notice to the Client in order to reflect changes in costs beyond its reasonable control, including changes in any taxation rates applicable to goods and services purchased or hired in relation to the event.

4.3 The Client shall not be entitled to withhold payment of any amount payable under this agreement because of disputed claim of the Client in respect of defective services or any other alleged breach of Contract nor shall the Client be entitled to set off against any amount payable under the agreement any monies which are not then presently payable by the Company or for which the Company disputes liability.

5.0 Liability

5.1 We are responsible for losses you suffer as a result of us breaking this agreement if the losses are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time this agreement is entered into. We are not, however responsible for indirect losses which happen as a side effect to the main loss or damage and which are not foreseeable by you and us (such as loss of profits or loss of business opportunity or goodwill).

5.2 The entire liability of Kat's Adventures Limited under or in connection with the contract whether for negligence, breach of contract, misrepresentation or otherwise, is limited in respect of each event or series of connected events to the Price.

5.3 Nothing in this Contract shall operate to exclude or restrict either party's liability for death or personal injury resulting from negligence; or fraud or deceit.

5.4 Unless by specific and separate agreement Kat's Adventures Limited is not responsible for the provision of any personal travel insurance or event insurance for either the Client organisation or people attending any Event.

6.0 Force Majeure

6.1 In this clause 6, "Force Majeure Event" means any circumstance beyond the control of the Third Party Suppliers and Kat's Adventures Limited including, but not limited to acts of God, earthquake, terrorism, riot, Industrial dispute. If there is no option but to cancel the Event, the Client will bear the losses, as neither is responsible for the cancellation.

6.2 If Kat's Adventures Limited is prevented or hindered from running the Event by a Force Majeure Event, Kat's Adventures Limited may,

at its sole option, re-locate the Event to another venue in a similar locality, or terminate the Contract forthwith by giving notice to that effect to the Client.

7.0 General

7.1 Should any delegates/guests of or third parties employed by the Client behave in a manner that is considered unacceptable to Kat's Adventures Limited, we reserves the right to remove such party from the premises and/or terminate the Contract. In this event, no monies will be refunded to the Client.

7.2 The Client shall pay for the cost of repairing any damage caused to the property, contents or grounds of a Third Party venue or to Kat's Adventures Limited equipment where such damage has been caused by Client or a member of his party. Names and addresses of guests of the Client will be used to follow up on damage caused.

7.3 The Client shall be responsible for the orderly conduct of its guests and staff, and shall ensure that its guests have regard to any regulations imposed by any competent authority, and nothing shall be done which will constitute a breach of the law. The Client shall fully indemnify Kat's Adventures Limited against any claims, or loss or damage arising as a result of breach of this clause.

7.4 Kat's Adventures Limited shall not be responsible for any consequential loss incurred by the Client, its servants or its own suppliers for any advice given by Directors of Kat's Adventures Limited or any of its staff or contractors employed by Kat's Adventures Limited in relation to the organisation and management for any Event relating to this agreement.

7.5 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract, which shall remain in full force and effect.

7.6 If any provision of this Agreement is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

7.7 Nothing in this Agreement is intended to or shall operate to create a partnership, or joint venture of any kind between the parties, or to authorise any party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way including but not limited to the making of representation or warranty, the assumption of any obligation or liability and the exercise of any rights of power.

7.8 This Agreement is drawn up in the English language. If this Agreement is translated into another language the English language text shall in any event prevail.

7.9 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and each party hereby irrevocably submits to the exclusive jurisdiction of the Courts of England and Wales. Notwithstanding the foregoing nothing herein shall preclude either party from seeking injunctions from any court of competent jurisdiction in order to protect its intellectual property rights or confidential information.

7.10 Signing up for the event on line represents acceptance of these Terms & Conditions.

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