



Zirstar Ltd Terms and Conditions 1.0

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Who's who

'We', 'us', and 'our' refers to **Zirstar** Ltd.

'Organiser' refers to the person who makes the booking on behalf of an organisation or party, and will be our point of contact, plus where applicable any substitute or delegate for that person.

'You', 'your' and 'party' refers to all persons named on the booking, the Organiser, and any subsequent persons added or substituted at a later date.

'Writing' refers to email or tracked postal correspondence. It explicitly excludes SMS, WhatsApp, Messenger, LinkedIn, and other app-based messaging services and social media platforms.

Key terms of this agreement

These terms and conditions, our privacy policy, and any other information conveyed to you by us prior to the confirmation of your booking forms the basis of your contract with us for the arrangements constituting your booking; your 'arrangements'. Please read all the above referenced information carefully. By making a booking you agree to be bound by all of it.

The suppliers whose services constitute your arrangements make those supplies in accordance with their own terms and conditions, which also form part of your agreement with us. Some of these terms and conditions may limit or exclude the supplier's liability to you. We can make copies of the relevant part of supplier's terms and conditions available to you upon request.

You will enter into a binding agreement with us when you agree by e-mail that we will undertake the research, pricing, and presentation to you of options. There is a break clause in place if you confirm in writing that you do not wish to proceed with bookings. The contract will then end and only agreed charges will be payable. If you confirm in writing you wish to proceed with booking, the binding agreement will remain in place.

When you pay your deposit, you agree we may automatically collect the final balance and any final adjustment for your arrangements from the last card used.

If you subsequently cancel your arrangements, you will be required to pay cancellation charges. Initially this will be the deposit you paid to secure your arrangements, but after you've paid the balance of the price of your arrangements, there will be no refunds for cancellations.

You can make changes to your confirmed agreements in certain circumstances. This may result in additional costs outside the scope of your original agreement. We may have to make changes to, or in the case of unavoidable and extraordinary circumstances, cancel your arrangements.

Some arrangements involve physical exertion and / or risk. You are advised to complete your own risk assessment for each event or activity as per your organisation's policy. We are responsible for ensuring your confirmed arrangements are not performed negligently, but there are some limits and exceptions to this, and you must always report any dissatisfaction at the earliest opportunity.

These terms and conditions and the agreements to which they apply are governed in all respects by English law.

1.0. Thinking it through

1.1. Accuracy of information and errors

We endeavour to ensure the accuracy of all information and prices in our promotional material. Similarly, website descriptions are made in good faith and every case is taken to ensure they are representative of a deliverable reality. However, occasionally errors may arise, prices become outdated, or availability change. Accordingly, any information exchanged in correspondence between us and the organiser or party supersedes any other published materials.

Website images are chosen to be representative of a possibility, not definitively accurate of what you will experience.

We cannot bear liability for booking errors attributable to information you provide us.

1.2. Insurance

It is a condition of our agreement that you are covered by adequate insurance for your arrangements. As a minimum this must cover:

- a. Losses sustained as a result of cancellation.
- b. Medical issues.
- c. Repatriation in the event of accident or illness.

It is your responsibility to ensure your policy is suitable for your confirmed arrangements including any hazardous activities. Many policies do not cover such activities, so if in doubt confirm the with the insurer. Individuals in your party may wish to arrange policies covering personal possession, luggage, and money.

We cannot bear liability for any direct or indirect cost, loss or expense resulting from inadequate insurance cover.

1.3. Hazardous activities, disabilities and medical conditions

Some arrangements may include activities that are inherently dangerous. Either prior to or on the day of the activity some suppliers may require you sign a disclaimer or acknowledgment of the risks involved.

Similarly, some activities may require a good level of fitness, strength, and endurance. It is your responsibility to ensure you have the appropriate level.

We will provide general information about whether your arrangements are suitable for those with reduced mobility, but it is your responsibility to provide us with detailed information on special requirements of individuals within your party relating to any disability, illness, or infirmity prior to booking. If in our reasonable opinion your chosen arrangements are not suitable for you taking into account your disability, illness, or infirmity, or you are not being accompanied by someone who can provide all the assistance you may reasonably require, we will advise the applicable supplier(s) who can instruct us to refuse to accept the booking.

If we find out after you have made the booking that you have an existing medical condition or disability and you are not being accompanied by someone who can provide all the assistance you may reasonably require as referred to above, and you have failed to give us this information at the time of booking, we may cancel your booking.

We cannot bear liability for any injury or loss suffered while undertaking hazardous activities, or any loss or cost incurred resulting from undeclared disability, illness, or infirmity.

2.0. Getting down to business

2.1. Special requests

Special requests are defined as anything over and above a publicly offered service, for example food at a restaurant not on the menu, non-standard liveries for staff or vehicles, or individual presentations.

Special requests relating to your arrangements must be advised to us at the time of booking, and confirmed in writing (e-mail). Whilst we always endeavour to meet special requests, we cannot guarantee they will be fulfilled. Accordingly, we are able to specifically confirm a special request on our confirmation, a failure to deliver will not be considered a breach of contract on our part.

2.2. Making a booking

If you wish to proceed with a booking, we will send a confirmation email at which point a binding contract between you and us will come into existence. We will ask the Organiser to pay either:

- a. A non-refundable, non-transferable deposit if more than 30 days before the first date of your arrangements.
- b. 100% of the total cost of your arrangements, if less than 30 days before the first date of your arrangements.

Please check all details on the itinerary immediately upon receipt of your confirmation email. Please notify us of any inaccuracies or changes to your arrangements as soon as possible after confirmation. It may harm your rights if you don't.

2.3. The price you pay

We reserve the right to amend the price of your confirmed arrangements if between a booking being agreed and payment for the booking being received a material change in supplier pricing occurs. Risk here can be mitigated by prompt payment.

We will notify you of any variation as soon as reasonably possible, sending a calculation and where possible alternative but similar options.

2.4. Payment policy

You may pay us by:

- a. Bank transfer.
- b. Online card payment. Corporate credit cards will attract a 2.5% administrative fee to cover processing costs incurred by us.
- c. In person with cash at a mutually agreeable Post Office branch.

The initial payment for research, quotations, and presentation of options will fall due within 30 days of receipt of the presentation.

Further invoices will be raised as per suppliers' terms and conditions. Payments to secure and hold any aspect of an event or activity will fall due immediately and we cannot proceed with the booking until funds are received. Failure to promptly make these payments may result in losing the booking, for which we cannot bear liability.

Payment in full for all outstanding fees falls due 30 days prior to the first day of your arrangements. All balances remaining unpaid after the due date are subject to a 2.5% late fee.

Failure to make a payment when due may result in the cancellation of arrangements, in which case no refund will be made, in whole or in part.

All payments must be made in GBP. Any conversion costs for non-GBP payments are your responsibility.

Any tabs, items charged to rooms, or balances due to cash bars are your responsibility to settle. We cannot bear liability for any spend in these areas by your party.

2.5. Changes and cancellations by you

If you wish to make changes or cancellations to your arrangements after they have been confirmed, including if you wish to cancel some or all of them, you must inform us in writing as soon as possible. Your change or cancellation notice will become effective from the date on which we receive it.

We can't guarantee that requested changes can be met, always we will always endeavour to do so. Where we are unable to assist in making a requested change, and you resultantly do not wish to proceed with the booking, we will treat this as a cancellation by you.

Since we incur costs in cancelling or changing your arrangements, all changes and cancellations are subject to charges:

- a. Increases to headcount number and changes of constituent individuals will see charges representative of additional costs incurred in amending bookings and resizing other arrangements appropriately. Notice of at least 30 days is required for this request, feasibility is dependent on suppliers.
- b. Reductions in headcount cannot be refunded.
- c. If cancelling more than 30 days before the first date of your arrangement, you will forfeit the deposit.
- d. If cancelling less than 30 days before the first date of your arrangement, 100% of the total cost of your arrangements will still be payable.

In the event of a cancellation, you may be able to reclaim these charges against your personally arranged insurance policy. All insurance claims are your responsibility.

2.6. Changes and cancellations by us

Because we may plan your arrangements many months in advance, in some circumstances we must reserve the right to make changes to them and cancel them.

Most changes will be insignificant. For example, a change in the timings of your confirmed activities, or changes between venues or vendors of the same type in a similar location. There are no charges for insignificant changes, and we will always seek to implement a better than originally agreed alternative. We will notify of you of these changes as soon as reasonably possible.

Occasionally, we may have to make a significant change to your confirmed arrangements. A significant change is one where our suppliers significantly alter any of the main characteristics of your arrangements. If we have to make a significant change or cancel, we will offer you the choice of:

- a. Agreeing to the changed arrangements. e.g. changed flight dates or an overnight connection.
- b. Accepting an offer of alternative arrangements of a comparable standard from us, if available. e.g. activities of a different nature in a different location, but within the original spirit of your plans.

If any proposed change or alternative results in an increase cost, we will notify you of any additional amount due. You must notify us of your choice within 48 hours of our offer. If you fail to do so, we will contact you again and reiterate options and any cost implications. If you again fail to respond within 48 hours, we may terminate the contract.

In the event significant changes unavoidably result in the substitution of a lesser alternative than originally specified, any cost difference will be reflected on the final balance invoice.

2.7. Travel

It is the responsibility of individual travellers within a party to ensure:

- a. You are in possession of all documentation required for travel, including but not limited to passports and visas.
- b. You arrive at the designated travel hub within that travel hub's published time guidance.

We cannot bear liability for any cost or disruption to published itineraries resulting from lateness or incorrect documentation. Any direct or resultant costs incurred will be your responsibility, as will alternative travel arrangements resulting from lateness or incorrect documentation.

3.0. Don't be that person

3.1. Your behaviour

You agree to ensure that all members of the party:

- a. Act in a safe and responsible manner, in compliance with briefed safety procedures, conditions of use, and local law, including bylaws where applicable.
- b. Be present and listen at all safety and information briefings relating to the arrangements booked, promptly observing requests from persons in authority.
- c. Make a relevant person in authority immediately aware of any equipment or site deficiencies or concerns.
- d. Be suitably free from the influence of alcohol or drugs whilst participating in events that require a high level of concentration or physical precision.

We reserve the right to terminate your arrangements immediately if in our or any person in authority's opinion your behaviour is causing or likely to cause:

- a. Jeopardy to the safety of people or property.
- b. Distress, danger, damage, or annoyance to any third party or property.
- c. Delay or diversion to transportation.

In the event of such termination our responsibilities to you will cease and you may be required to leave your accommodation or cease any ongoing service or activity immediately. We will have no further obligation to you and will not meet any expense, cost or loss incurred as a result.

You may also be required to pay for loss or damage caused by your actions directly to the applicable supplier prior to departure from the service. If you fail to do so, you will be responsible for meeting any claims and costs subsequently made against us as a result.

3.2. Timekeeping

You agree to ensure all members of your party comply with timetables for all events. Failure to keep to the timetables may result in either early discontinuation of the event or cancellation of the said event. We cannot bear liability for any refund, compensation, or other costs incurred as a result.

4.0. Stuff happens

4.1. Weather conditions

You may be unable to take part in, or enjoy, weather dependent activities due to poor weather. Unfortunately, this is an always a risk when outdoors. If this does occur:

- a. You will not be entitled to change or cancel your arrangements without paying ours or the suppliers normal charges.
- b. We will assist in finding alternative activities or arrangements, but please bear in mind these may only be available at an additional charge, if at all.
- c. We cannot bear liability for weather related charges and cancellations, and regret we cannot meet any direct or resultant costs incurred.

Please read the terms of your insurance cover to determine if there is an element of weather cover.

4.2. Unavoidable and extraordinary circumstances

Except where otherwise expressly stated within these terms and conditions, we cannot bear liability, pay you compensation, or meet any direct or resultant costs you incur if our contractual obligations to you are affected by unavoidable and extraordinary circumstances which we or the suppliers of services in question could not avoid, even when taking all reasonable measures.

These events can include but are not limited to:

- a. War, or threat of war.
- b. Civil strife, public disorder, industrial dispute, or protest.
- c. Terrorist activity, or threat of terrorist activity.
- d. Transport disruption resulting from any act of government, other national or local authority. including border, port and river authorities, customs, air traffic control, or lock operators.
- e. Natural disaster.
- f. Manmade disaster including fire, or CBRN (chemical, biological, radiological, and nuclear) events.
- g. Adverse weather, sea, ice or river conditions.

Advice from the Foreign, Commonwealth and Development Office to avoid or leave a particular country (if your event is overseas) may constitute unavoidable and extraordinary circumstances.