

Only A Pavement Away's Hiking Against Homelessness Event Terms & Conditions

We accept bookings subject to agreement of the terms and conditions outlined below - our "Event Terms & Conditions".

In these Terms & Conditions references to:

"**Only A Pavement Away**" and "**we**" and "**us**" and "**our**" refer to Only A Pavement Away (charity no. 1178082), whose registered office is at 1 Vincent Square, London, SW1P 2PN.

"**you**" and "**your**" and "**yourself**" and "**Primary Booker**" refer to the person/company/charity/organisation/group making and financially responsible for a booking - which includes any person to whom a booking is transferred;

a "**booking**" or "**standard booking**" (or "**day experience**", or '**multi-day experience**', as we refer to bookings in a marketing context) refer to the service, supply, event or trip - and the itinerary and activities offered therein - sold by or provided by Only A Pavement Away;

"**in writing**" refer to email correspondence sent to/from hah@onlyapavementaway.co.uk;

"**day experience**" refer to a booking that takes place within one 24 hour period

"**multi-day experience**" refer to a booking that takes place across a period greater than 24 hours, e.g. bookings including an overnight stay(s) or a series of consecutive day walks/events/activities.

"**participant**" and "**participants**" and "**they**" refer to any person taking part in an Only A Pavement Away booking, or part thereof. Participants under 18 years of age must be accompanied by a parent or guardian who is at least 18 years of age. If you are acting as a parent or guardian on behalf of a participant under 18 years of age, you accept these terms and conditions on their behalf and are ultimately responsible for them.

Only A Pavement Away is limiting liability in cases of death or personal injury caused by our negligence, or cases otherwise not permitted by law.

No employee or staff member of Only A Pavement Away, other than the CEO of Only A Pavement Away (Greg Mangham) or Founder of Hiking Against Homelessness (Georgia Mangham), has the authority to omit or amend any of these terms.

These Terms & Conditions apply from 01/09/2023.

Making a booking

A **booking**, and therefore a **binding contract** in respect of these Terms & Conditions, is made with us when:

you pay us a Deposit or Full Amount in reference to a provisional/available booking and we confirm this booking to you, in writing; or

you accept, in writing, a booking form/quote/pro forma invoice sent to you, in writing, from us in reference to a provisional/available booking.

And on the proviso that:

each participant will be asked to accept and sign our Acknowledgment of Risk and Disclaimer document (please see relevant section below) on or before a booking's start date.

In addition, you accept any booking-specific Additional Terms & Conditions, provided in writing by us, by way of making a booking which these additional terms relate to.

If you wish to make or join a booking for a group of people:

The Primary Booker should proceed through the normal booking process - you will have the opportunity to add additional participants to your booking. If you are an additional participant of a group booking, you accept and acknowledge that your share of the booking cost and therefore all payment obligations shall exist between us and the Primary Booker. Unless expressly agreed otherwise with the Primary Booker and ourselves, we will not process any payments or refunds from/to additional participants directly; all such payments shall be made from/to the Primary Booker only.

Costs, deposits, and payments

Costs (i.e. the **Full Amount** payable) will be outlined on our website for bookings you can make online, or via a Booking Form that we will send to you if you request a bespoke booking.

Participants are responsible for the following costs: personal equipment, tips/gratuities, entrance/admission fees, parking fees, food and drink, personal spending money, transport and activities unless otherwise stated in the 'What's Included' section of a booking itinerary. Participants are responsible for making advance reservations and/or selections for such inclusions where required.

The option to pay a **Deposit** is not available for any of our events and the full amount payable is required upfront to secure your place(s).

For events that require the participant(s) to fundraise a minimum amount, this is due 1 week before the event start date. Failure to fundraise the amount specified on the event's booking page by the deadline would result in Only A Pavement Away assuming that you wish to cancel your booking. You would forfeit any monies you have paid Only A Pavement Away, as per the Cancellation by You (Standard) terms outlined below.

Please note: costs are related to a Tour Operators Margin Scheme supply. As a result, you will not be able to recover any VAT.

Cancellation by You (STANDARD bookings):

MULTI-DAY EXPERIENCE and DAY EXPERIENCE bookings:

If you wish to cancel your booking 12 weeks or more prior to your booking's start date - you will be eligible for a 50% refund* for the amount that you have paid to Only A Pavement Away, however you will forfeit any fundraising amount that you have raised for Only A Pavement Away.

If you wish to cancel your booking less than 12 weeks prior to your booking's start date - you will forfeit the amount that you have paid to Only A Pavement Away and you will forfeit any fundraising amount that you have raised for Only A Pavement Away.

Cancellations will only be accepted via email to the address hah@onlyapavementaway.co.uk within the aforementioned time frames (submitted cancellations will be processed within Only A Pavement Away office hours).

*Including the total monies and/or value of vouchers received by Only A Pavement Away, but excluding the value of any optional extras, goods or services that have already been supplied, and/or excluding the value of any promotional codes or discounts applied.

Cancellation by Only A Pavement Away (STANDARD bookings)

Only A Pavement Away reserves the right to cancel your DAY EXPERIENCE or MULTI-DAY EXPERIENCE booking and shall not be liable for any cancellations as a result from events or circumstances outside its reasonable control, including but not limited to acts of God (other than one arising from or related directly or indirectly from volcanic ash), strikes, lockouts, accidents, war, fire, breakdown of plant or machinery.

We also reserve the right to cancel your DAY EXPERIENCE or MULTI-DAY EXPERIENCE booking for any alternative reason. If we do this - or a major change (as covered by the *Alternatives and Amendments* clause below) is necessary, which you do not accept - we will notify you as soon as reasonably possible. In these circumstances, you will receive a full refund for the amount* that you have paid to Only A Pavement Away.

*Including the total monies and/or value of vouchers received by Only A Pavement Away, but excluding the value of any optional extras, goods or services that have already been supplied, and/or excluding the value of any promotional codes or discounts applied.

TRANSFER OF A BOOKING

Booking transfers - changes to the Primary Booker and/or changes to the participants - are possible up to 10 working days before the booking start date. Booking transfers will only be accepted via email to the address hah@onlyapavementaway.co.uk within the aforementioned time frames (submitted requests will be processed within Only A Pavement Away office hours).

Booking transfers are only possible if there is no outstanding balance due.

Booking transfers must be carried out on a like-for-like basis, e.g. a booking for an experience with accommodation in a shared female room must be transferred to another female. We can not guarantee changes to dietary requirements or pre-selected/chosen activities, options or menus will be possible for booking transfers - please indicate any requests on the Participant Change Form so we can let you know what may be possible.

Booking transfers are only possible in the circumstance of re-sale (i.e. if you transfer your booking to someone else in exchange for payment from them) if the re-sale amount does not exceed the original amount paid to Only A Pavement Away.

Any person to whom a booking is transferred is, upon accepting transfer of the booking, accepting Only A Pavement Away's Terms & Conditions.

SNOW AND EXTREME WEATHER POLICY

In the case of snow or extreme weather being forecast, Only A Pavement Away will always endeavour to go ahead with a booking as long as safe to do so, although we may make changes (as covered by the ***ALTERNATIVES AND AMENDMENTS*** clause below) to suit the weather and ground conditions. However, Only A Pavement Away reserves the right to cancel a booking due to

snow or extreme weather (including but not limited to: snow and ice; high or gale force winds; and major flooding).

ACKNOWLEDGEMENT OF RISK AND APPROPRIATE FITNESS/EQUIPMENT

All participants will be asked to accept and sign our current Acknowledgment of Risk and Disclaimer document. If you fail to provide us with a signed Acknowledgment of Risk and Disclaimer form for each participant within 10 working days of booking, your booking will be cancelled, whereby the charges detailed in the relevant ***Cancellation by You*** clause (see above) apply.

If, in the opinion of the Only A Pavement Away staff member leading your booking, a participant's fitness or equipment may compromise safety or increase the risks associated with your booking, we reserve the right to cancel your booking whereby the charges detailed in the relevant ***Cancellation by You*** clause apply. We provide details of expected fitness levels, plus compulsory and recommended equipment kit lists via our events packs and/or tour guide's website, but please contact us if participants are in any doubt or have questions in relation to this.

LIABILITY AND INSURANCE

Only A Pavement Away will not accept liability for personal injury, illness or death; loss or damage of property and personal equipment; or consequential losses or claims sustained by participants - we strongly recommend participants take out appropriate insurance to cover these risks. Only A Pavement Away recommends that all participants have adequate insurance to cover the duration of any booking, including the itinerary and activities undertaken, as well as personal travel and baggage transfers to/from the meeting or departure point. **We recommend participants' insurance should, at a minimum, cover cancellation and curtailment, medical and emergency expenses (including repatriation), personal accident, injury and death.**

In the event of an emergency medical rescue and/or repatriation by whatever means, the responsibility of such costs must be borne by the participant.

Participants are liable for any loss or damages occasioned to property or equipment provided as part of the booking, as a result of vandalism or negligence.

If the booking has to be cancelled, interrupted, or curtailed due to **force majeure***** events or circumstances, Only A Pavement Away shall not be liable to make good any loss incurred.

*****Force majeure** - for the purposes of these terms, force majeure means any event beyond our or our suppliers' control, the consequences of which could not have been

avoided even if all reasonable measures had been taken. Examples include, but are not limited to: warfare and acts of terrorism (and threat thereof); civil strife; significant risks to human health; natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the booking's destination or remain at the destination; the act of any government or other national or local authority industrial dispute; epidemic or pandemic (including but not limited to the ongoing effects of the COVID-19 pandemic); labour strikes; natural or nuclear disaster; fire; chemical or biological disaster; and adverse or extreme sea, river or weather conditions.

DISABILITIES, MEDICAL REQUIREMENTS AND ADDITIONAL NEEDS/ASSISTANCE

Our bookings are open to participants of all backgrounds and we will do our best to advise on suitability based on individual abilities and requirements. If a participant has any disability, medical requirements, additional needs or assistance requirements (including accompaniment by an assistance animal) which may have health or safety implications, or increase the risk associated with booking activities, you must provide us with these details before we confirm your booking. Such information will be dealt with in a confidential manner - please see our **Event Privacy Policy** below. Where a participant's involvement needs specific medical, social or cultural assistance, we may request that they travel with a suitable companion.

If we feel unable to properly accommodate the particular requirements of the participant concerned, we will not confirm your booking or, if details were not provided before confirmation of your booking, we reserve the right to cancel your booking whereby the charges detailed in the relevant ***Cancellation by You*** clause apply. Only A Pavement Away cannot be held responsible for any implications or costs arising from non disclosure.

EVENT PRIVACY POLICY

In order to process your booking and to ensure that it runs safely, smoothly and meets participants' requirements, we may need to pass on the information and personal data participants provide including, but not limited to: name, contact details, assistance needs and dietary requirements to relevant third-party suppliers (e.g. activity leaders; accommodation, transport, or catering providers; etc.) that we work with or subcontract to fulfil your booking. Except in the case of an emergency, **we will NOT pass on medical details participants have disclosed to us - it is their responsibility to ensure they inform any third-party of such details.**

Each registration to create a profile on our website is for a single user only. We do not permit you to share your username and password with any other person nor with multiple users on a network. Responsibility for the security of any

passwords issued rests with you. Please see our **Website's Privacy Policy** for full details.

ALTERNATIVES AND AMENDMENTS

Only A Pavement Away reserves the right to provide alternative itineraries (including accommodation and food), activities and timings, which may be necessary due to the nature of and risks associated with your booking; to ensure the health and safety of participants and/or Only A Pavement Away staff; unavoidable delays; and unforeseen circumstances. The outline itineraries and activities provided must be taken as an indication of participants' probable accomplishments and experiences, but not as a contractual obligation on our part.

Wherever possible, **major changes** (a change to the booking start/finish date(s) and/or destination and/or accommodation location) will be communicated at the earliest possible opportunity. Where **major changes** are necessary, you will have the choice of accepting the changes; obtaining credit for any monies paid to use toward another booking(s); or cancelling your booking, whereby the ***Cancellation by Only A Pavement Away*** clause applies.

ACCURACY OF INFORMATION & PRICING

We endeavour to ensure the accuracy of information and prices on our website and within our printed and digital marketing materials; however, the information and prices shown may have changed by the time you come to make your booking or, regrettably, an error may have occurred. We reserve the right to correct information and prices in such circumstances. Therefore, please ensure you check all details with us at the time you make a booking and advise us immediately if any booking confirmation or relevant information you receive from us appears to be incorrect or incomplete.

Any discount or refund offered will only be valid if offered in writing and is subject to approval by the CEO/Founder.

Booking descriptions and prices on our website supersede details published in any printed or digital marketing materials.

Any information provided by us on such matters of climate; weather conditions; clothing, baggage and equipment choice, is given in good faith but without responsibility for accuracy on our part.

MEDIA CONSENT

Participants in Only A Pavement Away bookings may feature (and be individually recognisable) in photography, video or alternative media produced during the

booking's duration. Such media may include a participant's image and/or written or audio testimonial, which may be processed (in line with Only A Pavement Away's legitimate interest) or used in promotional and/or marketing material connected with, or relative to, Only A Pavement Away. This may include, but is not limited to: use on our website, or third-party websites which feature our services or offers; on our social media platforms; and in printed or digital materials, e.g. brochures, leaflets, blogs and magazine articles. We will retain all rights, title and interest, including but not limited to any royalties, proceeds, or other benefits derived from such media.

ACCOMMODATION

The availability or provision of accommodation included in a booking is subject to the 'house rules' of the accommodation or site. Accommodation is usually provided in twin or double rooms, or multi occupancy dormitories. Where possible, we will try to accommodate participants' preference of room type. Where possible, we will try to accommodate participants' preferences for single sex dormitories.

COMPLAINTS

We do our very best to ensure that your booking goes according to plan and that we meet all participants' expectations of Only A Pavement Away. However, if a participant has a complaint arising, please let us know immediately. If a problem arises before a booking start date, please contact Only A Pavement Away by telephone or in writing (via hah@onlyapavementaway.co.uk). If a problem arises as part of a booking's itinerary and activities, it is essential that the participant advises an Only A Pavement Away staff member in attendance, so that an on-the-spot investigation can be made if necessary, and remedial action taken if required.

If a participant feels that their complaint has not been resolved by following this procedure, they should advise us in writing within 28 days, supplying all relevant information. Such correspondence will be given prompt attention and we will reply within 28 days.

In no circumstances will any responsibility on our part be accepted if a complaint was initially raised after the related booking had ended, as we would have been deprived of the opportunity to investigate the matter and hopefully rectify any problem.

LAW AND JURISDICTION

You agree that the contract that you have with Only A Pavement Away as well as any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England. You further

irrevocably agree that the courts of England have exclusive jurisdiction to hear and/or settle any dispute or claim that arises out of or in connection with your booking with Only A Pavement Away.