

STANDARD TERMS OF

Active Growth Ltd (T/A Palace Paddlers) of 8 Patterson Road, SE19 2LD

("we" or "us")

WHERE TO FIND INFORMATION ABOUT US AND OUR SERVICES

You can find everything you need to know about us, **Active Growth Ltd**, and our services on our website before you order or book services and activities. We also confirm the key information to you in writing after you order, either by email, in your online account or on paper.

WHEN YOU BUY FROM US YOU ARE AGREEING THAT:

WE ONLY ACCEPT ORDERS WHEN WE'VE CHECKED THEM

We contact you to confirm we've received your booking and then we contact you again normally within three working days to confirm we've accepted it.

SOMETIMES WE REJECT BOOKINGS

Sometimes we reject orders, for example[, because requested information is incomplete or unsatisfactory, because we can't verify your age (where the service is age-restricted, because you are located outside the UK, because the service was mispriced by us or because required group sizes cannot be achieved. When this happens, we let you know as soon as possible and refund any sums you have paid.

WE CHARGE YOU WHEN YOU BOOK

[However, for some services we take payment at regular intervals, as explained to you during the order process.

WE CHARGE INTEREST ON LATE PAYMENTS

If we're unable to collect any payment you owe us we charge interest on the overdue amount at the rate of [4]% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

WE PASS ON INCREASES IN VAT

If the rate of VAT changes between your order date and the date we supply the service, we will, where applicable, adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

WE'RE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL

If our supply of your service is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team: info@activegrowthltd.co.uk to end the contract and receive a refund for any services you have paid for in advance, but not received, less reasonable costs we have already incurred.

YOU'RE RESPONSIBLE FOR MAKING SURE YOUR MEASUREMENTS ARE ACCURATE

If we've asked you for measurements relating to the service, (e.g. wetsuit sizing) you're responsible for making sure those measurements are correct. Contact our Customer Service Team: info@activegrowthltd.co.uk if unsure.

WE CHARGE YOU IF YOU DON'T GIVE US INFORMATION WE NEED OR DO PREPARATORY WORK AS AGREED WITH US

We charge you additional sums if you don't do preparatory work to prepare for your booking, as agreed with us. For example, we might need to reschedule coaching sessions until preparatory work has been completed.

YOU HAVE A LEGAL RIGHT TO CHANGE YOUR MIND

Your legal right to change your mind. For most of our services, you have 14 days after the date we confirm your order to change your mind about a purchase, but:

- You lose the right to cancel any service, when it's been completed (and you must pay for any services provided up to the time you cancel).
- You agree that we can start to provide the services before the expiry of the cancellation period and that if you cancel after the start of the services and before the services have been fully performed, you agree that you will pay for the supply of the service for the period for which they are supplied. The amount payable will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- You cannot cancel a booking for an agreed multi-event coaching programme running over a defined period once the booking has been confirmed and the 14 day period has expired.

How to let us know and what happens next. If you change your mind contact our Customer Service Team: info@activegrowthltd.co.uk. We will refund you as soon as possible and within 14 days of you telling us you've changed your mind. We will refund you by the method you used for payment. We don't charge a fee for the refund.

YOU CAN END AN ON-GOING CONTRACT (FIND OUT HOW)

We tell you when and how you can end an on-going contract with us (for example, for regular services) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team: info@activegrowthltd.co.uk

YOU HAVE RIGHTS IF THERE IS SOMETHING WRONG WITH YOUR BOOKING

If you think there is something wrong with your service, you must contact our Customer Service Team: info@activegrowthltd.co.uk. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk.

Summary of your key legal rights

In relation to **services**, the Consumer Rights Act 2015 says:

You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.

If a time hasn't been agreed upfront, it must be carried out within a reasonable

WE CAN CHANGE SERVICES AND THESE TERMS

Changes we can always make. We can always change a service:

- to reflect changes in relevant laws and regulatory requirements; and
- to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the service.

Changes we can only make if we give you notice and an option to terminate. We can also make the following types of change to the service or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team: info@activegrowthltd.co.uk to end the contract before the change takes effect and receive a refund for any services you've paid for in advance, but not received.

WE CAN SUSPEND SUPPLY (AND YOU HAVE RIGHTS IF WE DO)

We can suspend the supply of a service. We do this to:

- deal with technical problems or make minor technical changes;
- update the service to reflect changes in relevant laws and regulatory requirements; or
- make changes to the service.

We let you know, may adjust the price and may allow you to terminate. We will contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency. If we suspend the service for longer than two weeks in any month we adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than two weeks you can contact our Customer Service Team: info@activegrowthltd.co.uk to end the contract and we'll refund any sums you've paid in advance for services you won't receive.

WE CAN WITHDRAW SERVICES

We can stop providing a service. We let you know at least five working days in advance and we refund any sums you've paid in advance for services which won't be provided.

WE CAN END OUR CONTRACT WITH YOU

We can end our contract with you for a service and claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within ten working days of our reminding you that payment is due;
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the service, for example, provision of necessary disclaimers or medical declarations;
- breach of the rules relating to the safe use of Pinewood Scouts Activity Centre.

WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR SERVICES

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- **Caused by a delaying event outside our control.**
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- **A business loss.** It relates to your use of a product for the purposes of your trade, business, craft or profession

WE USE YOUR PERSONAL DATA AS SET OUT IN OUR PRIVACY NOTICE

How we use any personal data you give us is set out in our Privacy Notice: [**INSERT LINK TO PRIVACY NOTICE**]

YOU HAVE SEVERAL OPTIONS FOR RESOLVING DISPUTES WITH US

Our complaints policy. Our Customer Service Team: info@activegrowthltd.co.uk will do their best to resolve any problems you have with us or our services.

You can go to court. These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT

We can transfer our contract with you, so that a different organisation is responsible for supplying your service.

We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

You can only transfer your contract with us to someone else if we agree to this.

Nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.