

## Frontline First Booking Terms and Conditions

Mar 2019

Applies to: Race4Good, Mini-Race4Good, Keynote Speeches, Workshops, Leadership Programmes and other Frontline First Offerings (with the exception of Be The Change experiences)

### GENERAL CONDITIONS

1. The Terms and Conditions apply to any Linda Cruse 'Event', including, but not limited to: Race4Good, Mini-Race4Good, Keynote Speeches, Workshops, Leadership Programmes, other Frontline First (FF) engagements, with the exception of Be The Change frontline experiences (where separate T&Cs apply).
2. All bookings for 'Events' are made with FF and are accepted on receipt of a Booking Terms and Conditions letter signed by the Client and after confirmation of the booking has been sent to the Client by FF.
3. Events are based on a specific start date and end date.
4. Unless specified otherwise an FF Event will be led by Linda Cruse. If Linda becomes unavailable due to unavoidable or unforeseeable reasons, a suitably qualified and experienced replacement will be arranged.

### BOOKINGS AND CANCELLATIONS

5. Once a booking has been accepted by FF, any significant alterations to the Event by the Client will be treated as a cancellation of the original booking and will be subject to cancellation charges as set out below. Significant alterations include, but are not limited to: change of country, start or end dates, duration, Race4Good challenge, in-country location.
6. The Client may cancel their Event at any time providing that the cancellation is made by the Client and the cancellation is communicated to FF in writing.
7. Written cancellations are effective from the day they are received by FF and cancellation charges are applicable, see below.
8. It is the responsibility of the Client to have appropriate Event insurance cover in place.
9. While FF will take reasonable steps to accommodate a Client's request for significant Event alterations, when it is not possible to accommodate significant changes, the original booking will be treated as cancelled and subject to cancellation charges, as set out below.

#### Cancellation Charges:

Period before official Event start date within which written cancellation is received	Cancellation charge shown as a percentage of total fee
90 days or more	50% of the total Event fee
60 - 89 days	75% of the total Event fee
59 days or less	100% of the total Event fee

### PAYMENTS

10. All subsequent deposit payments, whether paid as one payment or as part of a payment schedule, are subject to cancellation charges. All payments, whether made by the Client or a third party, are subject to the same Event booking terms and conditions.
11. 90% of the balance of the total Event fee, must be received by FF 30 days before the official Event start date. If the balance is not paid in time, FF reserves the right to cancel the Event, retain any deposits and apply cancellation charges. The final 10% will be payable on the official Event end date (see table below).
12. The Client is responsible for payment of their local taxes, in-country taxes, business taxes and these cannot be deducted from the Event fee agreed with FF.

#### FF Standard Payment Schedule:

Deposit 1 received: Date Event Booking Confirmation Received	50% of total Event fee
Deposit 2 received: 30 days before official Event start date	40% of total Event fee
Deposit 3 received: Date of official Event end date	10% of total Event fee

13. If the booking is made less than 90 days before the Event start date, the Client is required to pay all deposits due under the Standard Payment Schedule.

14. If an alternative Payment Schedule is agreed in writing with a Client, the standard cancellation charges apply.
15. Deposit payments must be made by bank transfer or other FF approved method.
16. The Event fee is currency-specific (e.g. USD or GBP) and the client is liable for any cross-border fees, currency conversion fees, bank fees or other fees payable in relation to deposit payments.
17. If the Client does not pay deposits according to the Standard Payment Schedule or an agreed alternative Payment Schedule, their booking may be cancelled, they will forfeit any deposits and be liable to further cancellation fees. FF will have no further liability to the Client.
18. FF is not responsible for sending deposit reminders.
19. Occasionally, FF may have to make changes to an Event, and FF reserves the right to do so at any time. These changes will be usually be minor and FF will advise the Client of them as soon as possible.
20. If FF makes a major change, for example, changing the Event date, the Client will have a choice of either accepting the change of arrangements, accepting an offer of an alternative Event of comparable standard from FF if available, or withdrawing subject to FF booking conditions provided that the major change is not because of force majeure, failure on the Client's part to pay a deposit, to meet Booking Terms and Conditions or due to unavoidable absence of Linda Cruse (point 4). While FF will use its best endeavours to operate all Events as advertised, by entering into this contract the Client accepts that it may prove necessary or advisable to cancel, vary or modify an Event.
21. Force majeure: FF shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control including but not exclusively and not by limitation to: war, threat of war, riot, civil strife, embargoes, government orders, act of God, industrial dispute, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, technical or maintenance problems with transport or FF vehicles, changes imposed by cancellation or rescheduling of flights by an airline or aircraft type, or other similar events beyond the control of FF.
22. By agreeing to these terms and conditions, the Client consents (unless otherwise stated at booking) to FF's staff taking photographs and or video footage of Participants during the Event and that these images may be used by FF for (including but not limited to) publicity (including brochures, websites, marketing material and in the media) and training purposes.

## EXPENSES

23. Additional expenses, such as flights, accommodation, food and transport for Linda Cruse will be agreed at the time of booking and included in the Booking Terms and Conditions letter. Expenses (including receipts where available) are payable by the Client within two weeks of being submitted by FF and payments must be made by bank transfer or other FF approved method.

## ADMINISTRATION

24. The Client Lead is responsible for passing on information to all participants about the booking (including but not limited to information on schedule changes), managing deposit payments and liaising with FF staff.

## COMPLAINTS

25. FF will not entertain any complaint unless written notice is given to FF within two weeks of the end of the Event. If the Client has a complaint about their Event, before, during or after (within two weeks) they must immediately notify the FF rep.
26. Any claims or dispute of whatever nature arising under or in relation to the contract shall be referred to arbitration in accordance with the Arbitration Act 1950 or any statutory re-enactment.
27. If any international convention applies to, or governs, any of the services or facilities included in the Event arranged or provided by FF, or provided by any of FF's suppliers, and the Client makes a claim against FF of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or Events, our liability to pay compensation and/or the amount (if any) of compensation payable to the Client by FF will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to the Event. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to the Client for any loss or damage. Should any portion of clause of this release be found or declared by a court of competent jurisdiction to be unenforceable, unconstitutional, or otherwise invalid, such finding shall not affect the enforceability or validity of the remainder, and the unenforceable portion shall be severed from this document without affecting the validity of the remainder. This release shall be governed and controlled by English law.

These Terms and Conditions are liable to be updated without notice. The most up-to-date version will be available on the Linda Cruse website at all times.

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