



Website terms and conditions: supply of services to consumers

1. Who are we and our contact details

- 1.1. We are DAT adventures. We're a company registered in England and Wales OR Scotland with company number 15173634 whose registered address is at 181 Wood Street, London, England, E17 3NU.
- 1.2. You can get hold of us in any of the following ways:
 - a. by telephoning us on 07521 173 050;
 - b. by emailing us at experiencedat@gmail.com; or
 - c. by writing to us at 181 Wood Street, London, E17 3NU

2. What do these terms do and why are they important?

Please read these terms and conditions carefully before you place an order with us via the website. They contain important information, including

- a. how we will provide you with the services that you have ordered
 - b. our payment terms and delivery times
 - c. the situations in which this contract may be amended or cancelled by you or by us (including within a cooling-off period)
 - d. what you should do if there is a fault with the services that we have supplied to you, and
 - e. how we will use your personal details as well as other matters.
- 2.1. If, in these terms and conditions, we say that either of us may contact the other in 'writing', then this means it can be by letter or by email.

3. Your personal information

- 3.1. For information about how we collect and use your personal information, please see our website privacy notice.

4. Order Process and the Contract between you and us

- 4.1. When you place an order with us, the legal contract between you and us will only come into existence when we tell you that we can supply the services to you, which we will usually communicate by email. If we tell you that we cannot supply the services to you for whatever reason, then we will not charge you for them. If we tell you that we are unable to supply the services, and we have already received payment from you, then we will promptly refund you for any services that we cannot supply to you.

5. Changes to services

- 5.1. If you would like to make a change to the services for which you have already booked, please contact us as promptly as you can. We will always be willing to discuss with you whether the change you would like to make is possible, and whether there are likely to be any changes or any other consequences arising from your request. If your requested change is possible, we'll ask you to confirm that you would like to continue with the change, to ensure that we're both clear on how we need to fulfil your request.
- 5.2. In some circumstances, we may need to make minor changes to the services that you booked. As these are minor changes and will not affect your use of the services we will not usually contact you about these. These minor changes are likely to be:
 - a. because we need update the services to implement a change in the law, or a regulatory requirement; and/or
 - b. because we need to make minor technical changes or enhancements that will not affect your use or enjoyment of the services.
- 5.3. It is possible that exceptionally, we may need to make a more major change to the services. If these exceptional circumstances arise in relation to an order that you have placed with us, then we will contact you before we make the change to let you know. If you do not want to proceed with the change, you'll be entitled to cancel the contract and section 13.1 (cancellation terms) of these terms and conditions will apply.

6. Payment details

- 6.1. The price of the services will be the price set out on our website at the time when you place your order. Our prices include VAT at the current rate.

- 6.2. We make all reasonable efforts to ensure that we do not make errors with the prices that we charge you. For example, before we accept your order, we usually try to check the website price against our price list in force at the time of your order. However, if an error has been made and the price in the price list is lower than the website price, then we will charge you the price on the price list (being the lower amount). If an error has been made and the price in the price list is higher than the website price, we will contact you to confirm how you would like to proceed (and if you want to cancel the contract, section 13.1 of these terms and conditions will apply).
- 6.3. Any costs for delivery of the services will be the amounts that were set out in the order process on our website.
- 6.4. We accept payment by credit card / debit card via PayPal..

7. Supply of services

- 7.1. Before you place your order we will let you know when we will supply the services to you.
- 7.2. We will contact you if we are delayed in supplying the services to you because of circumstances which are not within our control. If we contact you within a reasonable time to let you know about this, then we will not be responsible for any delays due to those circumstances. However, if the delay continues beyond a reasonable amount of time, then you can contact us to cancel the contract, and we will provide you with a refund for any services that you have paid for but not yet received.

8. Suspension

- 8.1. If something happens that means we must suspend the supply of the services to you, for example:
- a. to make minor technical adjustments or to resolve technical issues;
 - b. to update the services to implement a change in law or any relevant regulatory requirement,
- then we will contact you to let you know.
- 8.2. We will usually let you know in advance of any suspension unless it is an emergency – in which case, we will let you know as soon as reasonably possible. If we do suspend the supply of services, your payment will be adjusted so that you do not pay for the relevant suspended item during the period of suspension.
- 8.3. If we are going to suspend the supply of a service completely then you may contact us to cancel the contract. We will provide you with a refund for the relevant service for which you have made payment but have not yet received.

9. Your obligations

- 9.1. We will inform you during the booking process of information that we need from you in order to supply you with the services. We will contact you to request this information.
- 9.2. If you don't provide us with this required information in a reasonable time, or if information that you give us is not accurate, we may cancel the contract (and the consequences set out in section 14.2 will apply)
- 9.3. If you don't give us required information within a reasonable time, we will not be liable to you if this causes a delay in supplying you with the services, or if we do not supply any part of them to you.

10. If there is a fault with the services

- 10.1. We hope that you are satisfied with the services that we have supplied to you; but if there is a fault with them, then please contact us using the details set out in section 1.

11. Our liability if you suffer loss or damage

- 11.1. If we do not comply with any section of these terms and conditions, or we do not use reasonable care and skill in supplying the services to you, then we are liable to you for loss and damage that you suffer and that we cause, so long as the loss or damage that is caused is foreseeable. Loss or damage is foreseeable if it is obvious to a reasonable person that it will happen because of us breaking the contract, or if it is obvious that it might happen because of something you told us about when we entered into the contract.
- 11.2. We do not limit or exclude our liability to you, where we are not allowed to do so by law. This means that we do not limit or exclude our liability for death or personal injury due to our negligence (or negligence of our employees or subcontractors), for fraud, for breach of your legal rights in relation to the services (a summary of which is set out in section 10.3) or for providing you with defective items under the Consumer Protection Act 1987.
- 11.3. If we provide any advice to you, including in any instructions provided to you with the services, then you should follow these carefully. We will not be liable to you for any damage that is caused due to your failure to follow such advice or instructions.

12. Cooling-off period and your right to cancel the contract during it

- 12.1. Your rights to cancel during the cooling-off period are in addition to and are separate from your other rights to cancel the contract. Those other rights are set out in section 13 below.
- 12.2. When you purchase services from a website, in most cases you will have the right to cancel the contract (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) within the cooling-off period (explained in section 12.3 below) because you have changed your mind. (This right exists unless one of the circumstances set out in section 12.4 below applies.) If you rely on these cancellation rights to cancel the contract during the cooling-off period, you do not have to provide us with any reason for cancelling.
- 12.3. For services, you have up to 14 days after the day we contact you to accept your order to cancel the contract. However, it is subject to certain exceptions, which are set out in section 12.4 below.

12.4. If any of the following circumstances applies to the services that you have ordered, then the cancellation rights during the cooling-off period do not apply to you and you will not have the right to cancel the contract in respect of those services because you have changed your mind:

a. if the services have been completed;

b. if the services are for accommodation, vehicle rental services, catering services other services related to leisure activities and if the contract for those services is for a specific date.

12.5. If you want to cancel the contract because you have changed your mind, you should let us know before the end of the cooling-off period (as calculated in accordance with section 12.2 and 12.3) in one of the following ways:

a. contacting us on the details set out in section 1 and include your name, email address, address and order details providing a clear statement that you want to cancel; or

12.6. If you cancel the contract during the cooling-off period after we have begun services because you have requested us to begin the services during the cancellation period (but before we have completed them), then you will have to pay us for the services that we have supplied to you up to the point at which you let us know that you want to cancel the contract because you have changed your mind. The costs will be a proportion of the total price of the services.

12.7. If you cancel the contract during the cooling-off period because you have changed your mind, then we will provide you with a refund for the services. We will provide you with a refund within 14 days of the day after you let us know that you want to cancel the contract.

13. Your rights to cancel the contract

13.1. In addition to your rights to cancel the contract during the cooling-off period set out in section 12, if any of the following circumstances apply, you have the right to cancel this contract immediately:

a. we have informed you that there was an error with the price or the description of the services when you placed the order, and you now do not wish to proceed based on the correct price or description;

b. we have informed you that we need to make a major change to the services (see section 5.3) and you do not want to proceed with the change;

c. there is a significant delay in supplying the services to you, because of circumstances that are not within our control (see section 7.2);

d. we have informed you that we need to suspend the supply of services to you

e. you have some other legal right to cancel the contract because of something we have done.

13.2. If you do cancel the contract for any of the above reasons (section 13.1(a) to 13.1(e)) then we will provide you with a refund for any services that you have paid for but we have not yet supplied, or we may provide you with a refund for any services that have not been properly supplied to you. In certain circumstances you may also be entitled to further compensation.

13.3. If there is a fault with the services that we have supplied to you, please see section 10 of these terms and conditions.

13.4. If you are cancelling the contract for any other reason that is not set out in section 13.1 or section 12 (where you are cancelling the contract during the cooling-off period), then you are required to contact us in writing to do so.

Cancellations after booking for reasons other than those listed above are not applicable. It is at our discretion to honour cancellations for other reasons.

If we do honour cancellation, we may charge you an amount of reasonable compensation for costs that we incur due to you cancelling the contract.

14. Our rights to cancel the contract

14.1. If you don't comply with your obligations in these terms and conditions, we may cancel the contract. The following are examples of circumstances where we would consider that you have not complied with your obligations:

a. you do not pay us on time and you do not pay us within 5 days of us telling you that payment is overdue (see section 6.4);

b. you do not provide us with information that we have requested from you within a reasonable time (see section 9.1);

14.2. If we cancel the contract because you have not performed your obligations (including those examples listed in section 14.1), we will provide you with a refund for any services for that you have paid but not yet received. However we may make a reduction from the refund due to you, or if you are not due a refund because you have not yet made payment, then we may charge you, £150 as compensation for any costs that we incur due to having to cancel the contract

15. General

15.1. We may transfer our rights and obligations under these terms and conditions to another organisation. We will contact you to let you know if we do so. Any transfer will not affect your rights under these terms and conditions.

15.2. You cannot transfer any of your rights or obligations under these terms and conditions to anyone else without first getting our consent in writing.

15.3. If a court decides that any part of these terms and conditions are invalid or unenforceable, the remaining sections of these terms and conditions will not be affected and will remain in place.

15.4. If we delay in exercising any right we have under the contract, this will not stop us from exercising that right against you at a later date.

15.5. Unless we transfer our rights and obligations to another organisation, then this contract is only between you and us. This means no other person or organisation is a party to this contract and they do not have any rights under the contract.

15.6. If there is ever any dispute between you and us, then it will be resolved using the law of England and Wales. If you live in England or Wales, we both agree respectively that proceedings will be brought in the English courts. However, if you live in Scotland, you can bring proceedings in Scottish or English courts and if you live in Northern Ireland you can bring proceedings in Northern Irish or English courts.

15.7. If you are dissatisfied with how we have handled your complaint, you can refer the dispute to the European Online Dispute Resolution Platform by following this link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>