



## BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms for the provision of event management services, are sold and provided by Us through this website, [Highland Kings \(highland-kings.com\)](https://highland-kings.com) (“Our Site”). Please read these Terms of Sale carefully and ensure that you understand them before signing up for Our Event from Our Site. You will be required to read and accept these Terms of Sale when signing up for our Event. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to sign up for our Event through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

## 1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Contract”</b>	means a contract for the provision of the Event;
<b>“Deposit”</b>	Means an advance payment made to us;
<b>“Price”</b>	Means the price payable for the Event;
<b>“Order”</b>	means your order for the Event;
<b>“Order Confirmation”</b>	means our acceptance and confirmation of your Order;
<b>“Event Management Services”</b>	means the Event management services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation); and
<b>“We/Us/Our”</b>	means HK Ultra Group Ltd, a company registered in Scotland under SC747338, whose registered address is Office 10 Fairlie Quay Marina, Fairlie Quay, Largs, Scotland, KA29 0AS.

## **2. Access to and Use of Our Site**

- 2.1 Access to Our Site is free of charge.
- 2.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 2.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend, or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 2.4 Use of Our Site is subject to our Website Terms of Use. Please ensure that you have read them carefully and that you understand them.

## **3. The Contract**

- 3.1 These Terms and Conditions govern the sale and provision of Event Management Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
  - 3.4.1 The main characteristics of the Event Management Services;
  - 3.4.2 Our identity (set out above in Clause 2) and contact details;
  - 3.4.3 The total Price for the Event Management Services including taxes or, if the nature of the Event Management Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
  - 3.4.4 The arrangements for payment, performance, and the time by which (or within which) We undertake to perform the Event Management Services;

#### **4. Services, Pricing and Availability**

- 4.1 We make all reasonable efforts to ensure that all general descriptions of the Event available from Us correspond to the actual Event that will be provided to you, however, please note that the exact nature of the Event may vary depending upon your individual requirements and circumstances.
- 4.2 Please note that sub-Clause 3.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to variations of the correct Event, not to different Events altogether.
- 4.3 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary, changes in price will not affect any Order that you have already placed.
- 4.4 All prices are checked by Us when We process your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within 3 days, We will treat your Order as cancelled and notify you of the same in writing.
- 4.5 In the event that the price of the Event you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 4.6 All prices on Our Site include VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

#### **5. Orders – How Contracts Are Formed**

- 5.1 Our Site will guide you through the ordering process. Before submitting your Order to Us you will be given the opportunity to review your Order and amend any errors. Please ensure that you have checked your Order carefully before submitting it.
- 5.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that We have accepted it. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding contract between Us and you (“the Contract”).
- 5.3 Order Confirmations shall contain the following information:
  - 5.3.1 Confirmation of the Event ordered including full details of the main characteristics of those Event.

5.3.2 Fully itemised pricing for the Event ordered including, where appropriate, taxes and other additional charges;

5.4 We can also provide a paper copy of the Order Confirmation on request.

5.5 If We, for any reason, do not accept or cannot fulfil your Order, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 14 days.

5.6 We may cancel your Order at any time before the Event, in the following circumstances:

5.6.1 The required personnel and/or required materials necessary for the provision of the Event are not available; or

5.6.2 An event outside of Our control continues for more than 28 days (please refer to Clause 10 for events outside of Our control).

5.7 If We cancel your Order under sub-Clause 4.3 and We have taken payment any such sums will be refunded to you as soon as possible and in any event within 14 days. If We cancel your Order, you will be informed by email.

5.8 Any refunds due under this Clause 4 will be made using the same payment method that you used when signing up for the Event.

## **6. Payment**

6.1 Payment for the Event will be due in the form of an advance payment of £2500 via bank transfer. Payment of the remaining balance will also require to be paid via bank transfer on or before the 31st December 2023. Price and payment details will be confirmed in the Order Confirmation.

6.2 If you do not make any payment to Us by the due date as shown above, for the remaining balance, We may charge you interest on the overdue sum at the rate of 8% per annum above the base lending rate of the Bank of England from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgement. You must pay any interest due when paying an overdue sum.

6.3 The provisions of sub-Clause 6.2 will not apply if you have promptly contacted Us to discuss a dispute in good faith. No interest will accrue while such a dispute is ongoing.

## **7. Your Legal Right to Cancel (Cooling Off Period)**

7.1 If you are a consumer, you have a legal right to a “cooling off” period within which you can cancel the Contract for any reason. This period begins once your Order is accepted and We have sent you an Order Confirmation, i.e. when the Contract between you and Us is formed. The period ends at the end of 14 calendar days after that date.

7.2 If you wish to exercise your right to cancel under this Clause, you must inform Us of your decision within the cooling off period. You may do so in any way you wish. Cancellation by email is effective from the date on which you send Us your message. Please note that the cooling off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59 on the final day of the cooling off period, your cancellation will be valid and accepted. If you would prefer to contact Us directly to cancel, please use the following details:

7.2.1 Telephone: 07553251858

7.2.2 Email: [info@highland-kings.com](mailto:info@highland-kings.com)

7.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Events in the future, however, please note that you are under no obligation to provide any details if you do not wish to.

## **8. Cancellation After the Legal Cancellation Period**

8.1 Cancellation of Contracts after the 14 calendar day cooling off period has elapsed shall be subject to the specific terms governing the Event and may be subject to a minimum contract duration. Details of the relevant duration, cancellation provisions and minimum notice periods will be provided and confirmed in Our Order Confirmation.

8.2 Should you cancel your attendance for the Event, after you have paid the remainder of the balance due (on or before the 31<sup>st</sup> of December 2023) the following terms apply:

8.2.1 The Deposit is non refundable

8.2.2 Within 28 days of paying the full amount you will be entitled to a refund of 50% of the full amount (not including the Deposit)

8.2.3 Within 3 months of paying the full amount you will be entitled to a refund of 25% of the full amount (not including the Deposit)

8.2.4 Within 6 months of paying the full amount you will be entitled to a refund of 10% of the full amount (not including the Deposit)

8.2.5 After 6 months of paying the full amount, no refund will be applied

8.3 If you wish to cancel under this Clause 8, you must inform Us of your decision to do so. You may do so in any way you wish, however if you would prefer to contact Us directly, please use the following details:

8.3.1 Telephone: 07553251858

8.3.2 Email: [info@highland-kings.com](mailto:info@highland-kings.com)

8.4 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Events in the future, however, please note that you are under no obligation to provide any details if you do not wish to.

8.5 You may be entitled to cancel immediately by giving Us written notice in the

following circumstances:

- 8.5.1 We breach the Contract in a material way and fail to remedy the breach within 14 days of you asking Us to do so in writing; or
- 8.5.2 We go into liquidation or have a receiver or administrator appointed over Our assets; or
- 8.5.3 We change these Terms of Sale to your material disadvantage; or

## **9. Problems with the Event and Your Legal Rights**

- 9.1 We always use reasonable endeavours to ensure that Our Events are trouble-free. If, however, there is a problem with the Event please contact Us as soon as is reasonably possible within 7 days.
- 9.2 We will use reasonable endeavours to remedy problems as quickly as is reasonably possible and practical.
- 9.3 As a consumer, you have certain legal rights with respect to the signing up of the Event. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If the Event is not in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by You. In addition to your legal rights relating directly to the Event, you also have remedies if We use materials that are faulty or incorrectly described.

## **10. Our Liability**

- 10.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 Nothing in these Terms of Sale seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents, third party suppliers or sub-contractors), or for fraud or fraudulent misrepresentation.
- 10.3 Highland Kings agrees to include language in its terms and conditions that states that provision of training advice and plans by suppliers including You

does not constitute a one-to-one coaching relationship and that participants understand and agree that Coaches and Advisors have no liability in relation to them as an individual. The participant, if unsure about training or advice, will seek independent medical or sport professional advice to check for relevance to them as an individual.

10.4 Nothing in these Terms of Sale seeks to exclude or limit Our liability for failing to perform the Event with reasonable care and skill or in accordance with information provided by Us about the Event or about Us.

10.5 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## **11. Events Outside of Our Control (Force Majeure)**

We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

## **12. Communication and Contact Details**

12.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 07553251858, or by email at [info@highland-kings.com](mailto:info@highland-kings.com).

12.2 For matters relating to cancellations, please contact Us by telephone at 07553251858, or by email at [info@highland-kings.com](mailto:info@highland-kings.com).

## **13. Complaints and Feedback**

13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

13.2 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

13.2.1 By email, addressed to [info@highland-kings.com](mailto:info@highland-kings.com).

13.2.2 By contacting Us by telephone on 07553251858

## **14. How We Use Your Personal Information (Data Protection)**

We will only use your personal information as set out in Our Privacy Policy, available from [Highland Kings Privacy Policy — Highland Kings \(\[highland-kings.com\]\(http://highland-kings.com\)\)](#)

## **15. Other Important Terms**

- 15.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 15.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 15.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 15.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/ those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 15.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 15.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale at any time, We will give you at least 14 days written notice of the changes before they come into effect.

## **16. Hazards and Risks**

- 16.1 You commit to participate in the Event with the full knowledge and understanding of the risks associated with participation in the Event. It is your sole responsibility to inform yourself of the risks involved and you are strongly advised to take every reasonable precaution to avoid such risks. If you are unsure of such risks, you must contact us prior to the Event to obtain advice.
- 16.2 You hereby confirm that you understand, acknowledge and agree that the Event is a potentially hazardous sporting event. You acknowledge and accept that participation in an event such as the Event, is potentially dangerous and that there are numerous risks associated with participation. Such risks and dangers include (but are not limited to) traffic accidents, collisions with pedestrians or vehicles and/ or fixed or moving objects and the negligence of other road users. Further, you confirm that you fully understand and accept that your participation in the Event may result in serious bodily injury and/ or death to yourself or others. It is your responsibility to exercise reasonable

care and attention. You hereby accept that The Company does not accept liability for any damage, loss or injury whatsoever resulting from any Event risks or dangers.

- 16.3 You hereby acknowledge that it is your personal responsibility to arrange for insurance cover for the Event if you wish to be covered by insurance. The Company will not provide insurance cover for Participants in the Event. You accept that the Company has made it clear to you in advance of the Event that no insurance will be provided.

## **17. Medical/ Fitness**

- 17.1 You accept that participation in the Event involves strenuous physical exertion as you will be required to be active for long periods of time, including the risk of being active through inclement weather and/ or very hot weather. By entering the Event, you acknowledge this, and you accept that it is your sole responsibility that you have a level of fitness at least adequate for the Event requirements.
- 17.2 You hereby declare that you are physically fit and healthy enough to take part in the Event and any of its advertised activities.
- 17.3 You will be required to complete and sign a Medical Disclaimer and present this to the Organiser when collecting your race pack. You will not be able to participate in the Event unless this is completed, signed and presented to the Organiser, together with your photo-ID prior to the start of the Event. If there are any specific medical details which you believe may be important, the Organiser highly recommends that you write these down and carry on your person at all times, during the Event.
- 17.4 Should an injury be acquired before the Event, and you are unable to participate within the Event, You will be required to transfer your Order to the next event. No refunds of any monies shall be provided.

## **18. Film and Photograph Rights**

- 18.1 By participating in the Event, You consent to being photographed and/ or to be included in the filming of imagery recording the Event and/ or to be included in sound recordings of the Event. You hereby waive any and all rights of publicity or privacy and hereby grant to the Organiser the sole, complete, unrestricted and unlimited permission and authorise to utilise and exploit free of charge your appearance in the Event in any and all manners, forms and media throughout the world in perpetuity without the need for any further approvals from you.
- 18.2 You agree that the Organiser has the sole discretion to use (or refuse to use) any Event photographs or sound or media recordings in which you appear. You agree that the Organiser may use or edit such sound or imagery at his sole discretion and as he thinks fit. Subject to any restrictions of privacy imposed by law, you hereby consent to the free of charge use of your name, image, likeness, voice and any publicly available biographical material in

connection with any and all footage of the event, all and any Event publicity and any of the Organiser's Event promotional material for any and all publicity and promotional purposes.

- 18.3 You expressly waive any claims against the Organiser (including their directors, officers, agents, employees, consultants, licensees and assignees) in relation to any issues concerning the invasion of privacy, defamation or any other cause of action whatsoever arising out of the production, distribution, sale, broadcast or exhibition of Event imagery or sound and/ or any promotional materials relating to the Event.
- 18.4 You are welcome to take photographs and film footage of this Event for non-commercial purposes (that is for personal and private use only). You are not permitted to reproduce or use photographs of the Event on websites, in any printed media or matter or in any television programme without first obtaining the prior written consent of the Organiser. No written permission is required for the publication of personal images to social media sharing websites such as Facebook and Instagram. You hereby agree to assign (by way of present assignment of future copyright) to the Organiser all his rights, title and interests in the world-wide copyright and all intellectual property rights in such reproduced or used photographs or footage in perpetuity together with exclusive world-wide rights of exploitation thereof. You agree to allow us to use such footage free of charge.

## **19. Law and Jurisdiction**

These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.