

# Kingsway Adventure Centre - Terms and Conditions

## Booking Conditions

The following Booking Conditions together with the general information contained on our website form the basis of your contract with Kingsway Adventure Centre. Please read them carefully as they set out our respective rights and obligations.

In these Booking Conditions, “you” means the Party Leader and “your” means all persons included in the booking including anyone who is added or substituted at a later date. “Kingsway”, “we”, “us” and “our” means Kingsway Adventure Centre, Kingsway Adventure Activities and Kingsway Cruising, address Alston Road, MIDDLETON IN TEESDALE, County Durham DL12 0UU

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## 1 Making your booking

When making a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions.

Once we have received your booking information and appropriate payment, we will, subject to availability, confirm your visit in writing. If your booking was made within ten weeks of travel a contract will exist as soon as we issue the confirmation. Otherwise, a contract will exist seven days after we issue the confirmation, giving you time to receive and understand in full these conditions. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.

Changes to these Booking Conditions or the information shown on our website will only be valid if confirmed in writing.

If any information given on the confirmation or any other document appears to be incorrect or incomplete you must inform us as it may not be possible to make changes later. We regret that we cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of our sending it out.

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## 2 Payment

You are responsible for making all payments to us. Please note that, if you are paying via your Local Authority, governing body, central agency, or similar, it is important that you make any necessary arrangements to ensure that all payments reach us within the time limits below, and inform us immediately you know this might not be possible.

In order to confirm your visit, a deposit invoice will be sent to you. The deposit will be for 25% of the anticipated cost of your visit. The anticipated cost will be based on a reasonable

estimate of the number of people expected to take part in your visit and is not to be used as the basis for calculating the total cost of your visit.

Deposit payments are not refundable, except where stated otherwise in these Booking Conditions. However, in some circumstances they can be reclaimed under the terms of some third party provided insurance policies, less any excess which applies.

The full remaining balance must be received by us not less than 6 weeks prior to the first day of your visit. This date will be confirmed by us in writing. Reminders are not normally sent. If you do not pay your final payment by the dates specified this will be a breach of the contract between us entitling us to consider the booking as cancelled by you and to apply cancellation charges as set out in these booking conditions.

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### **3 The cost of your visit**

The cost of your visit is worked out based on the number of people in your group. We allow 1 adult leader to attend free of charge for every 10 students booked for full board and activity group bookings.

Prices quoted by us may be plus VAT or including VAT. We will make clear whether or not VAT is included when telling you the cost of your visit. The VAT element may be reclaimable by you under normal VAT rules. Our prices and invoices will clearly state where VAT is a separate element. The price of your visit will be confirmed at the time of booking.

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### **4 Changes by You**

Please read each of our emails carefully as soon as received and contact us immediately if any information appears to be incorrect or incomplete as it may not be possible to make changes later.

If you should wish at any time to change your arrangements in any way, for example your chosen dates or accommodation, we will do our utmost to accommodate your request(s) but this may not always be possible. You must confirm in writing any requests for changes to be made. We will pass on to you any costs we incur in making the alteration(s) requested.

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### **5 Cancellation by You**

Should you, or any member of your party, need to cancel your visit once it has been confirmed, you must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking and may be unable to re-sell our services for the original dates of your visit, the following cancellation charges will always be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost

payable by the person(s) cancelling. These cancellation charges are payable by you whether or not you have already paid a sufficient amount to us in deposits.

| Period before departure within which written notification of cancellation is received by us | Cancellation charge   |
|---|-----------------------|
| 70 days or more   | All deposits due only |
| 22 to 69 days   | 75% of total cost     |
| 0 to 21 days  | 100% of total cost    |

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges, less any applicable excess, under the terms of an insurance policy. Claims must be made direct to your insurance company.

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## 6 Changes and Cancellation by Us

We start planning the arrangements for all visits months in advance. Occasionally, we have to make changes to and correct errors in our website and other details both before and after bookings have been confirmed, and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor. If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before arrival, we will offer you the choice of the following options:

(a) accepting the changed arrangements or (b) Moving your booking to an alternative date to that originally booked if available. We will offer you at least one alternative date of equivalent time of year for which you will not be asked to pay any more than the price of the original visit. If this visit is in fact cheaper than the original one, we will refund the price difference.

Please note, the above options are not available where any change made is a minor one. If we have to make a significant change or cancellation we will as a minimum, where compensation is due, pay you reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or if the change made is a minor one. A minor change is any change which, taking account of the information you have given us at the time of booking or which we can reasonably be expected to know as an outdoor activity provider, we could not reasonably expect to have a significant effect on your confirmed visit. Except as set out above, we will in addition, where appropriate, pay you any reasonable proven costs and expenses you incur as a result of a cancellation by us. Very rarely, we may be forced by "force majeure" (see clause

8) to change or terminate your visit after arrival but before the scheduled end of your visit to us. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers) nor pay you any compensation or be responsible for any costs or expenses incurred by you as a result.

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## **7 FORCE MAJEURE**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss (as more fully described in Clause 8) as a result of “force majeure”. In these Booking Conditions, “force majeure” means any event which we could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

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## **8 Our Liability to You**

If the contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your visit. However we will not be liable where any failure in the performance of the contract is due to: you; or a third party unconnected with the provision of the visit and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of the cost of your visit.

## **9 If You Have A Complaint**

In the unlikely event that you have any reason to complain or experience any problems with your visit to us, you must immediately inform the Centre Manager. Any verbal notification must be put in writing and given to them as soon as possible. If the complaint or problem is not resolved to your satisfaction straight away, you must contact us with full details by telephone or email as soon as possible, or at least within 48 hours. Until we know about a problem or complaint, we cannot assist and therefore cannot be held liable. If you remain dissatisfied by our response, however, you must write to us within 28 days of your return home giving your name and contact details and full details of your complaint.

## **10 Your responsibilities**

Bookings are accepted on the understanding that all persons travelling are normally in good health and able to fulfil the physical demands of the chosen activities. In the interests of safety, you must follow the guidance in our notes, as well as that provided by any of our staff, agents, suppliers or indeed anybody on our behalf; comply with any local codes of conduct, follow the Country Code, and act sensibly and prudently and with common-sense at all times.

It is your responsibility to ensure that you are in possession of all necessary completed consent forms and health documents before arrival.

When you book with us, you accept responsibility for any damage or loss caused by the actions or inactions of you or any member of your party.

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## **11 Behaviour**

The Party Leader is at all times responsible for the standards of behaviour of all members of the party. We expect all clients to have consideration for other people. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the visit of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

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## **12 Special Requests and Medical Problems**

If you or any member of your party has any special request, you must advise us at the time of booking and provide details in writing. We will endeavour to accommodate any reasonable requests, we regret we cannot guarantee any request will be complied with unless we have confirmed this in writing. All special requests are subject to availability. If you or any member of your party has any medical problem or disability which may affect your visit, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking, cancel when we become aware of these details.

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## **13 Safety Standards and excursions**

Adventurous activities operated by us will always comply with UK standards.

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## **14 Insurance**

Whilst we have comprehensive public and employer liability insurance in place it is your responsibility to arrange your own insurance for cancellation and travel to and from our centre. We also are not able to provide insurance for loss, theft or damage to your personal belongings. It is your responsibility to ensure you are adequately insured for the duration of your booking, we do not ask for proof of this.

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## **15 Photography**

We regularly take photographs and videos for promotional and training purposes; if you do not want you and/or your group members to appear in these you must inform us in advance of your arrival.

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## **16 Data Protection**

Please be assured that we have measures in place to protect the personal booking information held by us. This information will be used by us in order to provide our services to you. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give us such as details of any disabilities or dietary / religious requirements. In making this booking you consent to this information being passed on to the relevant persons. Full details of our data protection policy are available upon request. We will never pass any of your information on to third parties for marketing or other commercial purposes.