

Essex Outdoor Activities Ltd

Booking Terms

And Conditions



General Issues.

1.1. These Booking Terms & Conditions apply to the booking of any Essex Outdoor Ltd activities ("the Activities") set out in Essex Outdoor Activities Ltd booking confirmation.

1.2. These Booking Terms & Conditions contain important information concerning participation by you and members of your party and, accordingly, you acknowledge and agree that you shall ensure that all members of your party are aware of and accept these Booking Terms and Conditions.

1.3. No variation to these Booking Terms & Conditions shall be binding unless agreed in writing by Essex Outdoor Activities Ltd.

1.4. Any typographical clerical or other error or omission in any booking confirmation or other documentation issued by Essex Outdoor Activities Ltd (including any electronic documentation) shall be subject to correction without any liability on the part of Essex Outdoor Activities Ltd.

Booking Confirmation.

2.1. No booking shall be deemed to have been accepted unless accepted in writing by Essex Outdoor Activities Ltd (which shall include email confirmation of booking).

2.2. These Booking Terms and Conditions incorporate Essex Outdoor Activities Ltd Privacy Policy, Risk Acknowledgement and Disclaimer.

2.3. You must advise Essex Outdoor Activities Ltd as soon as possible of any mistake in your Essex Outdoor Activities Ltd booking confirmation.

2.4. Essex Outdoor Activities Ltd shall use its reasonable endeavours to ensure that you and your party's participation commences at the time booked and it shall be the responsibility of each client to ensure that they arrive in sufficient time. Late arrivals may not be permitted to undertake the Activities and no refunds or compensation will be payable in such circumstances.

Safety.

3.1. Participation in "the Activities" of Essex Outdoor Activities Ltd is not without risk. All clients will receive detailed safety training from an instructor prior to beginning an activity.

3.2. Essex Outdoor Activities Ltd reserves the right to refuse admittance to the Activities or to remove a client from the Activities should staff deem it necessary to do so. This includes a client who does not comply with the safety rules and advice, who misuses Essex Outdoor Activities Ltd vehicles or who is deemed to be under the influence of alcohol or drugs.

3.3. Risk Acknowledgement and Disclaimer:

3.3.1. General recreation clients: You and each member of your party (or a parent or guardian or other adult granted temporary loco-parentis) will be required to sign the Risk Acknowledgement and Disclaimer before being allowed to undertake the Activities. Participating adults must sign a Risk Acknowledgement and Disclaimer stating that he or she will accept responsibility for the safety of him or herself.

3.3.2. School/Youth Groups: The school/group/organisation should follow their normal procedures for permission from parents. Our Risk Acknowledgement and Disclaimer are available from Essex Outdoor Activities Ltd or can be downloaded from the website if you wish to use this as a template.

3.3.3. Birthday parties: The Main contact/group leader assumes responsibility for completing the Risk Acknowledgement and Disclaimer for each participant. Alternatively the Risk Acknowledgement and Disclaimer are available from Essex Outdoor Activities Ltd or may be downloaded from the website and can be completed for each participant prior to participating in the Activity.

3.4. Minimum age of participation is 6 years of age. Clients must weigh less than 100kg. It is your responsibility to ensure that all members of your party meet these requirements.

3.5. All clients are required to wear safety equipment provided by Essex Outdoor Activities Ltd and fitted by an instructor.

3.6. All clients should be reasonably fit and healthy. The Activities are physically demanding and require a degree of agility, strength and stamina. If clients have medical concerns they are advised to consult their doctor in advance. Clients will be required to certify that they do not suffer from any medical condition that would make it more likely that they would be involved in any incident that could result in injury to themselves or others. Due to the physical nature of the Activities Essex Outdoor Activities Ltd recommends that pregnant women should not take part. Clients with a disability should contact Essex Outdoor Activities Ltd in advance to discuss how we can achieve maximum participation safely.

3.7. All clients are required to act responsibly and courteously at all times and to respect other clients. Essex Outdoor Activities Ltd shall be entitled to prevent any person from undertaking or completing the Activities in the event it deems the behaviour of any client unsuitable. No refund will be payable in such event.

3.8. Clients must be dressed appropriately (see section 4) and Essex Outdoor Activities Ltd reserves the right to refuse admittance to any client who is not appropriately dressed.

3.9. The Activities will remain open in most weather conditions (but not in circumstances of gales, lightning, heavy ice or snow).

3.10. No refunds or compensation will be payable by Essex Outdoor Activities Ltd in the event that any client is not permitted to, or decides not to, undertake or complete the Activities for the reasons set out in these clauses..

Clothing.

4.1. It shall be the responsibility of all clients to ensure that they are dressed appropriately. Essex Outdoor Activities Ltd advises clients to wear clothing appropriate for the weather conditions and which they do not mind getting damaged. In particular the following restrictions shall apply.

4.1.1. Sturdy shoes, trainers or boots must be worn for all activities (No sandals or flip-flops).

4.1.2. We do not recommend shorts or vest tops.

4.1.3. Long hair must be tied back.

4.2. Essex Outdoor Activities Ltd will not be responsible for any damage to or loss of clothing or other personal items of persons resulting from participation in the Activities.

Cancellation.

5.1. If the size of your booking is 9 people or less, you shall be entitled to cancel your booking subject to Essex Outdoor Activities Ltd receiving your request for cancellation at least 72 hours before the booked start time. If the size of your booking is 10 people or more you shall be entitled to cancel your booking subject to Essex Outdoor Activities Ltd receiving your request for cancellation at least 7 days before the booked start time. Any requests for cancellation must be made by contacting the telephone booking line: **01245 227517**. You shall be entitled to a full refund in the event of cancellation under this clause. Any cancellations after the above periods will incur a 50% cancellation charge.

5.2. Essex Outdoor Activities Ltd shall be entitled to cancel your booking at any time. In the event that Essex Outdoor Activities Ltd decides to cancel your booking it shall use its reasonable endeavours to notify you as soon as possible. You shall be entitled to a full refund in the event of cancellation under this clause but no other compensation shall be payable.

5.3. In the event that it proves necessary to close the Activities for reasons beyond the control of Essex Outdoor Activities Ltd and in circumstances where your party has participated in the Activities for more than one hour, your party shall not be entitled to any refund but will be offered a credit voucher for 50% of the value of your booking. When your party has completed less than one hour of activity,

you will be offered a choice of a full refund or a credit voucher to the full value of your booking.

Price and Payments.

6.1. Subject to any terms agreed in writing between Essex Outdoor Activities Ltd and you, our charges shall be calculated at our current rates. A deposit of 50% of the total is due at the time of booking.

Payment of the balance is due immediately prior to the start of the Activity by cash. Balances can be paid by card but must be received at least 24 hours prior. For Credit/Debit card payments –please call 01245 227517.

Refunds and Amendments.

7.1. Payments made by debit or credit card will be refunded to the same card or, if the card has subsequently expired, by cheque. Payments made by Gift Voucher will be refunded by the issuing of a replacement Gift Voucher to the same value.

7.2. Where multiple forms of payment are used, Essex Outdoor Activities Ltd reserves the right to refund any monies due on a refund or amendment by credit voucher or cheque.

Liabilities.

8.1. Except as otherwise provided in these Booking Terms & Conditions, Essex Outdoor Activities Ltd shall not be responsible for the loss, or damage, of or to any property or to any person arising from the booking of or participation in the Activities.

8.2. Parking facilities are available at the site, and any vehicles are left at the owners' risk and subject to any conditions.

8.3. Except as otherwise provided in these Booking Terms & Conditions any liability of Essex Outdoor Activities Ltd shall be limited to the refund of any charges paid to Essex Outdoor Activities Ltd.

8.4. Nothing contained in these Booking Terms & Conditions is intended to nor shall limit the liability of Essex Outdoor Activities Ltd in respect of death or personal injury caused by the negligence of Rope Runners Ltd or of its employees, agents or contractors.

Miscellaneous.

9.1. If any of these terms are determined to be illegal, invalid or otherwise unenforceable it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and continue to be binding and enforceable.

9.2. Nothing above shall confer on any third party any benefit or the right to enforce any of these Booking Terms and Conditions.

9.3. These Booking Terms & Conditions shall be governed by and interpreted in accordance with the laws of England and Wales and Essex Outdoor Activities Limited and you submit to the exclusive jurisdiction of the courts of England and Wales.

