

# Booking Terms and Conditions

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## Applicability of Terms & Conditions

These terms and conditions shall be incorporated into the contract and shall apply in place of and prevail over any terms and conditions contained or referred to in any communication from the customer or implied by custom or practice. Other terms and conditions are expressly rejected by the company.

## Pre-Course Requirements

Course participants must ensure that they fulfil all course pre-requirements that may exist. This may include a requirement to register with the respective award and / or governing body and comply with the relevant pre-requisites as per the syllabus. If you do not, you may not be able to participate on the course and no refund will be available.

## Booking Conditions

The contract shall be formed when the company acknowledges acceptance of the customers booking form and required payment. Please note a booking for a course **is not** confirmed until you have received an email from the Centre confirming your booking.

## LATE BOOKING NOTICE

Late bookings may not guarantee you a place on a course. Your booking is not confirmed until you have received an email from the Centre confirming your booking.

If the number of bookings exceeds the limit on a course we will contact you directly to arrange an alternative course or date.

- Participation in adventurous activities entails some risk of injury. All staff employed by the company are trained and appropriately qualified to run activity sessions and will at all times proceed in a manner to limit the risk of injury. However, customers need to accept that accidents and injuries can happen.
- Any customer under the age of 18 years must have the explicit permission of his/her parent or guardian before being able to take part in any activity/course offered by the company. The parent or guardian need to be aware and accept the risks involved in adventure activities and satisfy themselves accordingly.

- The customer is responsible for the safekeeping of all equipment issued for use during the activity/course. With the exception of fair wear and tear the company reserves the right to charge for equipment that has been lost or misused.
- All bookings are on the basis that the customer will, at all times, observe the safety regulations set by the company.
- The contract is subject to availability of a course place/date and the acceptance by the customer of these terms and conditions.
- Neither the company website or literature constitutes an offer, and the company may correct any errors or omissions to its published prices at any time prior to the confirmation of the contract in accordance with this condition.
- All information is produced in good faith that it is accurate at the time of going to press.
- Any current price list replaces all previous price lists.

## **Fees**

- 'Programmed courses' refer to all skills and leadership courses outlined in the published calendar of courses.
- All programmed course fees are exempt of VAT.
- Places can only be reserved by the company receiving a completed booking form and full payment; or a completed booking form plus an official purchase order issued by a recognised buying authority confirming acceptance of our terms and conditions upon which we will issue an invoice for the full amount of the course.
- The full fee is payable 4 weeks prior to the commencement of the course. In the event that the fee is not paid the company will have the discretion to treat the booking as non-confirmed by the customer. The time for payment shall be the essence of the contract.
- The whole course fee is required to reserve a place for any booking.
- The credit/debit cards accepted are: Visa and Mastercard debit and credit cards. Non-refundable payments will be debited on receipt of the booking form
- If payment is not made in accordance with these terms and conditions the company reserves the right to charge statutory interest on the overdue/outstanding balance for the period from the date on which payment became due until the date on which payment is made including any period after the date of judgement or decree against the customer.
- In the event of any cheque from the customer being dishonoured a charge of £25, or such other sum as the company may from time to time advise the customer will be made to cover bank and administrative costs.

- Cheques should be made payable to “Sport NI” and sent to: Tollymore National Outdoor Centre, 32 Hilltown Road, Bryansford, Newcastle, Co Down, BT33 0PZ. Payments must be received 4 weeks prior to commencement of the course as no reminders will be sent.
- The credit/debit cards accepted are: Visa and Mastercard debit and credit cards. Payments will be debited on receipt of the booking form.

### **Amendments by the customer**

Substitution of the original customer for another can be made provided the substitution is made at least 1 week prior to the commencement of the course and the substituting student satisfies the requirement of the course. All substitutions must be made with the consent of the company with both the substituted and substituting customer being jointly and severally liable for the total course fee.

A customer may apply, in writing, to change course or course dates as long as the application to change is made more than 4 weeks from the date commencement of the course. The new course must be one that appears on our website or is in the current brochure. An administrative charge of £25.00 is payable at the time of change. Any requests to change course or course dates within the 4 week period will be dealt with under the terms and conditions relating to cancellation by the customer.

### **Cancellation by the customer**

All cancellations must be in writing and sent either by post, fax or email. The company will acknowledge a cancellation within 5 days of receiving it. Until the customer has received confirmation the original booking remains valid.

The customer will be charged on the following basis:

- 50% of the total course fee where cancellation takes place less than 4 weeks but more than 2 weeks before the commencement of the course; or
- 75% of the total course fee where cancellation takes place within the period of 2 weeks before the commencement date of the course; or
- 100% of the total course fee where cancellation takes place on or after the commencement date of the course.
- Cancellation more than 4 weeks prior to the course date will receive a full refund less an administration charge of £25.

### **Cancellation by the company**

Whilst every attempt is made to ensure that courses/activities actually run, the company will notify the customer of cancellation as soon as practicable where it believes on reasonable grounds that cancellation is necessary due to dangerous and/or unsuitable conditions for the course/activity.

The company shall notify the customer of cancellation not less than 10 working days prior to the commencement of the course where numbers as a result of either customer(s) cancellation or booked numbers have failed to reach a workable minimum.

In the event of cancellation customers will be offered the choice of the following options: –

- Full refund of the fee paid; or
- Another booking on a different date.

## **Health**

Customers participating in courses/activities must expect to be involved in adventurous and sometimes strenuous activities where participants may be exposed to a range of extreme environmental conditions, including cold, heat and wet. Participants may also be expected to carry heavy items, such as rucksacks, kayaks and canoes. Although prior experience and/or training is not necessary on all the courses/activities customers are expected to be of good general health. The medical section must be completed as part of the booking process. All disabilities, physical conditions, prior injuries and/or serious illnesses must be declared. Any injury or illness occurring between the time of the declaration and the commencement of the course must be reported. The customer must satisfy him/herself that taking part in the course is within his/her own capabilities. If the customer believes that any disability, physical condition, injury or illness may impact on their ability to fully take part on the course, they must seek advice and from their doctor and obtain confirmation that they can participate. The company reserves the right to refuse a booking on medical grounds if it is considered to be detrimental to safety and to the smooth running of the course.

## **Dietary Requirements**

Any special dietary requirements must be made at the time of booking; the company cannot accept responsibility for not being able to deliver special dietary needs at short notice.

## **Safety Regulations**

Outdoor adventurous activities take place in varied natural environments where there are natural hazards and risks to manage. Every effort will be made by the company staff to provide realistic training in a safe manner. Customers participating in courses are expected to comply with all safety guidance and instructions given by the company and its staff.

## **Unruly behaviour / Withdrawal from courses**

Behaviour that disrupts the smooth running of an event may result in the disruptive customer(s) being excluded. Any damage caused to property or equipment as a result of unruly behaviour will be charged for.

## **Personal Property**

Property belonging to the customer is at all times the responsibility of the customer unless any loss or damage is due to any negligence by the company or its representatives.

## **Complaints**

If the customer encounters any problem or difficulty the company will try and resolve them as soon as is possible. In the first instance report anything either to the instructor, the course director or the management at the centre. If your complaint is not resolved to your satisfaction please write to the Centre Manager at: Tollymore National Outdoor Centre, Bryansford, Newcastle, Co Down, BT33 0PZ. Your concerns will be dealt with within 28 days of writing.

## **Force Majeure**

The company shall have no liability whatsoever in respect of any delay or failure in delivery of any of the courses or of any of the company's other obligations due directly or indirectly to any cause whatsoever outside the reasonable control of the company including but not limited to act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine

restriction, strikes or other industrial disputes, unusually severe weather or energy supplies.

### **Limitation of Liability**

The company limits its liability to the maximum extent permitted by law as follows:

- The company shall have no liability for any loss or damage suffered by the customer or any other person
- As a consequence of any defect in any product caused by abnormal conditions of storage, treatment or handling or any negligence or wrongful act on the part of the customer or its employees or agents
- For any claim arising on an invoice issued more than 3 months before the date upon which such claim is received by the company
- Any failure by the company to perform any part of its obligations in these terms and conditions caused by circumstances beyond its reasonable control. The company's liability in respect of death or personal injury caused by the company's negligence shall not be limited.
- The company carries public liability insurance, but does not provide personal accident cover. Customers who opt to take out personal accident cover need to arrange cover themselves.

### **Intellectual Property**

Copyright and all other intellectual property rights in the products and services shown in the company's price lists, brochures and other literature shall remain at all time the property of the company. The customer shall acquire no rights in the products and services except as expressly provided for in these terms and conditions.

### **Photographs**

From time to time photographs taken on courses may appear in Tollymore, Sport NI and other brochures and promotional material and social media sites. If customers do not wish to be photographed please raise this with the course instructor at the time.

## **Data Protection**

The personal information requested by the company at the time of booking plus any subsequent information is held in its original form and on computer. The information is required to assist the company, employees, agents and sub-contractors to deliver the course and in maintaining the company's high standards of delivery. By providing us with the information to process your booking you are agreeing that the information can be kept and accessed by authorised company personnel. Contact details will be used to advise you of future offers either by post or email. If you do not want to receive future mailings please advise us.

## **Applicable Law**

The contract will be governed by the laws of Northern Ireland any dispute will be dealt under the jurisdiction of the courts of Northern Ireland.

The statutory rights of the customer are not affected by the above.

Definitions In these terms and conditions

- The company means Sport Northern Ireland and all of its projects, including Tollymore National Outdoor Centre
- The customer means any person, firm, company or other legal entity which places an order or buys any products or services from the company and includes the employees servants, agents or sub-contractors of any such person, firm company or other legal entity.
- Service means any course, accommodation or facility offered by the company
- Contract means a contract between the company and the customer for the provision of products or services
- Statutory Interest means statutory interest as defined in the Late Payment of Commercial Debts (Interest) Act (1998)
- Terms and Conditions means these terms & conditions of provision.