

Legal

Terms and Conditions of booking

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.

Booking Conditions

The contract shall be formed when the company - ANEURIN LEISURE TRUST, PARC BRYN BACH acknowledges acceptance of the customers booking form and required payment. Please note a booking for a course, event or activity 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.

Participation Information

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 needs 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 constitute 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 has 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 Aneurin Leisure. 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 Master card debit and credit cards. Payments will be debited on receipt of the booking form.

Amendments by the Customer

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. 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 or alternative activity offered, 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 staff illness or closure of building. In the event of cancellation customers will be offered the choice of the following options:

Another booking on a different date or a full refund of the fee paid.

Weather Conditions Causing Cancellation

In the event of weather conditions leading to cancellation of a particular activity such as gorge walking we are unable to offer a refund but will arrange for another activity to take place, no refund or change of date will be offered due to costs associated with day such as instructor fees, mini bus hire etc. Whilst every attempt is made to deliver the activity that is booked we will follow our operating procedures guidelines in regard to group safety. Customers must be in agreement that alternative activity may be offered and it will be up to the instructors' discretion to decide on the safest most appropriate activity.

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 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.

All activities run by the company are delivered under the guidance of the Adventure Activity Licensing service a copy of this licence is held at Parc Bryn Bach Office, reference number can be obtained by contacting the centre.

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. Instructors have the right to cancel the activity with immediate effect if unruly behaviour is jeopardising the safety of participants or others, with no refund.

Instructors reserve the right to source alternative transport from persons making the booking, to collect unruly participants from which ever venue they are operating.

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, Parc Bryn Bach, Merthyr Road, Tredegar, NP23 3AY. 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

Photographs taken on courses may appear on Parc Bryn Bach website, Facebook page and/or 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 or 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.

Applicable Law

The contract will be governed by the laws of UNITED KINGDOM any dispute will be dealt under the jurisdiction of the courts of ENGLAND AND WALES. The statutory rights of the customer are not affected by the above.

Definitions in these Terms and Conditions

- The company means ANEURIN LEISURE, Parc Bryn Bach.
- 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.

Privacy Policy

Privacy Notice

What happens to information held about you? This explains your rights and our obligations to you.

How We Use Personal Data

This section outlines how Aneurin Leisure Trust obtains, holds, uses and discloses information about people (their personal data), the steps we take to ensure that it is protected, and also describes the rights individuals have in regard to their personal data handled by Aneurin Leisure.

The use and disclosure of personal data is governed by the Data Protection Act 2017 ('the Act'). Aneurin Leisure is registered with the Information Commissioner's Office as a 'data controller' for the purposes of the Act. As such Aneurin Leisure is obliged to ensure that it handles all personal data in accordance with the Act.

Aneurin Leisure takes this responsibility very seriously and takes great care to ensure that personal data is handled appropriately in order to secure and maintain individuals' trust and confidence.

1. Why do we handle personal data?

Aneurin Leisure processes personal information to enable it to provide a range of services to its customers which include:

- Maintaining our own accounts and records
- Supporting and managing our employees
- Promoting the services that Aneurin Leisure provides

2. What type/classes of personal data do we handle?

In order to carry out the purposes described under section 1 above Aneurin Leisure may obtain, use and disclose personal data including the following:

- Personal details
- Family details
- Lifestyle and social circumstances
- Goods and services
- Financial details
- Employment and education details
- Visual images
- Business activities
- Physical or mental health details
- Racial or ethnic origin
- Trade union membership
- Offences (including alleged offences)
- Religious or other beliefs of a similar nature

Aneurin Leisure will only use appropriate personal data necessary to fulfil a particular purpose or purposes. Personal data could be information which is held on a computer, in a paper record i.e. a file, as images, but it can also include other types of electronically held information e.g. CCTV images.

3. Who information is processed about

In order to carry out the purposes described under section 1 above Aneurin Leisure may obtain, use and disclose personal data about the following:

- Customers
- Suppliers
- Staff, persons contracted to provide a service
- Complainants, enquiries or their representatives
- Professional advisors and consultants
- Students and pupils
- People captured by CCTV images
- Representatives of other organisations

4. Where do we obtain personal data from?

In order to carry out the purposes described under section 1 above Aneurin Leisure may obtain personal data from a wide variety of sources, including the following:

- HM Revenue and Customs
- Voluntary sector organisations
- Approved organisations and people working with the Aneurin Leisure
- Auditors
- Central government, governmental agencies and departments
- Individuals themselves
- Relatives, guardians or other persons associated with the individual
- Current, past or prospective employers of the individual
- Education, training establishments and examining bodies
- Business associates and other professional advisors
- Employees and agents of Aneurin Leisure
- Suppliers, providers of goods or services
- Persons making an enquiry or complaint
- Financial organisations and advisors
- External claims handlers
- Witnesses
- Medical consultants and GPs
- Trade, employer associations and professional bodies
- Local government
- Voluntary and charitable organisations
- Ombudsman and regulatory authorities
- The media
- Data Processors working on behalf of Aneurin Leisure
- Information openly available on the internet
- Other departments within the Trust

Aneurin Leisure may also obtain personal data from other sources such as its own CCTV systems, or correspondence.

5. How do we handle personal data?

In order to achieve the purposes described under section 1 Aneurin Leisure will handle personal data in accordance with the Act. In particular it will ensure that personal data is handled fairly and lawfully with appropriate justification. Aneurin Leisure will strive to ensure that any personal data used by them or on its behalf is of the highest quality in terms of accuracy, relevance, adequacy and non-excessiveness, is kept as up to date as required, is protected appropriately, and is reviewed, retained and securely destroyed when no longer required.

6. How does Aneurin Leisure ensure the security of personal data?

Aneurin Leisure takes the security of all personal data under our control very seriously. It will ensure that appropriate policy, training, technical and procedural measures are in place, including audit and integrity monitoring, to protect its manual and electronic information systems from data loss and misuse, and only permit access to them when there is a legitimate reason to do so, and then under strict guidelines as to what use may be made of any personal data contained within them. These procedures are continuously managed and enhanced to ensure up-to-date security.

7. Who does Aneurin Leisure disclose personal data to?

Aneurin Leisure sometimes needs to share information with the individuals it processes information about and other organisations. Where this is necessary it is required to comply with all aspects of the Act. What follows is a description of the types of organisations it may need to share some of the personal information that we process with for one or more reasons:

- Customers
- Family, associates or representatives of the person whose personal data we are processing
- Healthcare, social and welfare organisations
- Providers of goods and services
- Financial organisations
- Educators and examining bodies
- Local and central government
- Ombudsman and regulatory services
- Press and the media
- Professional advisers and consultants
- Trade unions
- Professional bodies
- Survey and research organisations
- Police forces
- Voluntary and charitable organisations
- Data processors
- Regulatory bodies
- Law enforcement agencies and bodies
- Security companies
- Service providers
- Current past and prospective employers and examining bodies
- Legal representatives, defence solicitors

- The disclosure and barring service
- External claim handlers
- Barristers

- Loss Adjusters
- Insurance Brokers and Insurers

It may sometimes be necessary for Aneurin Leisure to transfer personal information overseas. When this is needed, information may be transferred to countries or territories around the world. Any transfers made will be in full compliance with all aspects of the Act.

8. What are your rights in relation to your personal data which is handled by Aneurin Leisure?

Individuals have various rights under the Act:

Right of Access

You can obtain a copy, subject to exemptions, of your personal data held by Aneurin Leisure. A copy of the application form is available on the Trust's website (aneurinleisure.org.uk).

Under the Act you are also entitled to obtain confirmation as to whether or not data concerning you is being processed by the Trust. Where that is the case, you are entitled to the following information subject to exemptions:

- The purposes of and legal basis for the processing
- The categories of personal data concerned
- The recipients to whom the personal data has been disclosed
- The period for which it is envisaged that the personal data will be stored
- Communication of the personal data undergoing processing and of any available information as to its origin.

*Please note that 'processing' means an operation or set of operations performed on personal data such as collection, recording, organisation, structuring, storage, adaption, alteration, erasure, restriction, retrieval.

Proof of ID and any further information needed to locate the information may be required before the Trust can comply with your request.

Any request for the above information should be made in writing to the Data Protection Officer and the trust will respond within one month.

Rectification of Data

You can request the Trust to rectify inaccurate personal data relating to you. If the data is inaccurate because it is incomplete, the Trust must complete it if required to do so by you.

A request should be made in writing to the Data Protection Officer and a response will be sent within one month.

Erasure or Restriction of Personal Data

You can request that the Trust erase your data or restrict any processing of your data, subject to exemptions.

All requests should be made to the Data Protection Officer. The Trust will then inform you of whether the request has been granted and if it has been refused, the reasons for the refusal.

Right Not to be Subject to Automated Decision-Making

Under the Act you have the right not to be subject to a decision when it is based on automated processing and it produces a legal effect or a similarly significant effect on you. You have a right to express your point of view and obtain an explanation from the Trust of its decision and challenge it.

However, it should be noted that this right does not apply to all decisions as there are exemptions for example, performance of a contract to which you are a party.

9. How long does Aneurin Leisure retain personal data?

Aneurin Leisure keeps personal data as long as is necessary for the particular purpose or purposes for which it is held in accordance with the statutory retention periods and national guidelines.

10. Contact Us

Any individual with concerns over the way Aneurin Leisure handles their personal data may contact Aneurin Leisure's Data Protection Officer as below:

Legal & Corporate Compliance, General Offices, Ebbw Vale, Gwent, NP23 6DN.

E-mail DataProtection@blaenau-gwent.gov.uk

Telephone 01495 311556

You can also raise concerns with the Information Commissioner for Wales. The Information Commissioner can be contacted at:

Information Commissioner's Office – Wales
2nd Floor
Churchill House
Churchill Way
Cardiff
CF10 2HH

Telephone: 02920 678400 Fax: 02920 678399

Email: wales@ico.org.uk Website: <https://ico.org.uk/>

Website Privacy Policy

Aneurin Leisure Trust is committed to preserving the privacy of all visitors to parcbrynbach.co.uk. Please read the following privacy policy to understand how we use and protect the information that you provide to us.

By registering or placing an order on this site, you consent to the collection, use and transfer of your information under the terms of this policy.

Information that we collect from you

When you visit or complete our contact form on parcbrynbach.co.uk you may be asked to provide certain information about yourself including your name and contact details. We may also collect information about your usage of our website as well as information about you from e-mails or letters you send to us.

Use of your Information

Your information will enable us to provide you with information and to supply the services you have requested. It will also enable us to contact you where necessary. We will also use and analyse the information we collect so that we can administer, support, improve and develop our business.

In particular, we may use your information to contact you for your views on our services and to notify you occasionally about important changes or developments to the site or our services.

Further, where you have consented, we might also use your information to let you know about other products and services which we offer which may be of interest to you and we may contact you by post, telephone, e-mail or app. If you change your mind about being contacted in the future, please let us know.

The information you provide to us will be held on our computers in the UK and may be accessed by or given to our staff and third parties who act for us for the purposes set out in this policy or for other purposes approved by you. We may also pass aggregate information on the usage of our site to third parties but this will not include information that can be used to identify you.

Where you have consented when providing us with your details, we may also allow carefully selected third parties to contact you occasionally about products and services which may be of interest to you. They may contact you by e-mail. If you change your mind about being contacted by these companies in the future, please let us know, by contacting us at the address at the bottom of the page.

Finally, if our business enters into a joint venture with or is sold to or merged with another business entity, your information may be disclosed to our new business partners or owners.

Countries outside the European Economic Area do not always have strong data protection laws. However, we will always take steps to ensure that your information is used by third parties in accordance with this policy.

Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

Cookies

Cookies are small amounts of information which we store on your computer. Unless you have indicated your objection when disclosing your details to us, our system may issue cookies to your computer when you log on to the site. Cookies make it easier for you to log on to and use the site during future visits. They also allow us to monitor website traffic and to personalise the content of the site for you. You may set up your computer to reject cookies although, in that case, you may not be able to use certain features on our site. If you do not wish to receive cookies in the future, please let us know, by contacting us at the address at the bottom of the page.

Security and Data Retention

We employ security measures to protect your information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. We will retain your information for a reasonable period or as long as the law requires.

Accessing and Updating

You are entitled to see the information held about you and you may ask us to make any necessary changes to ensure that it is accurate and kept up to date. If you wish to do this, please contact us.

We are entitled by law to charge a fee of £10 to meet our costs in providing you with details of the information we hold about you.

Changes to Our Privacy Policy

Any changes to our privacy policy in the future will be posted to the site.

Contact

All comments, queries and requests relating to our use of your information are welcomed and should be addressed to:

Big Wave Media
1st Floor, Exeland House
Tudor Street
Exeter
Devon
EX4 3BR
Telephone: 0845 643 2385

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