



Terms and Conditions

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 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 and advice given by the Instructors. 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. THIS DOES NOT INCLUDE residential bookings or trips which require additional FEES and CONDITIONS. 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 or immediately when booking via the website. 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 Life Leisure Trust Payments must be received 4 weeks prior to commencement of the course as no reminders will be sent.

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 or is in the current brochure. 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 plus additional conditions for residential programmes

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.

Group/individual bookings for courses

Customers can cancel and receive a full refund with 4 weeks' notice, less than four weeks' notice of the start of the course will require full payment.

Residential /trip bookings

Customers must provide a 10% deposit at time of booking to cover the cost of the provisional booking of the accommodation which is non-refundable, any additional bookings such as flights, ferry, transport must be paid in full when booking is made by the company which is non-refundable. Full payment for the trip must be received no later than 8 weeks before the start of the course in order to confirm.

Cancellation by the company

Whilst every attempt is made to ensure that courses/activities run, the company will notify the customer of cancellation as soon as possible where it believes on reasonable grounds that cancellation is necessary due to dangerous and/or unsuitable conditions for the course/activity or minimum course attendance hasn't been reached.

In the event of cancellation customers will be offered the choice of the following options: Another booking on a different date, an alternative activity or a full refund of the fee paid.

Weather conditions cause cancellation

In the event of weather conditions leading to cancellation E.G (high winds, heavy rain, river levels) Customers will be offered the choice of the following options alternative activity will be offered 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, hot 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.

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 OR on our website.

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 at: 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/ activities may appear on Aneurin Leisure websites, social media channels and marketing collateral such as brochures, flyers, posters etc. 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. Contact details will be used to advise you of future offers either by post, SMS 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 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 employee's 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.

