

## **Booking Terms and Conditions**

### **General Issues.**

1.1. These Booking Terms & Conditions apply to the booking of any WildTracks activities provided by WildTracks Limited ("the Activities") set out in WildTracks' booking confirmation. Within this document described as "WildTracks"

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 WildTracks.

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

### **Booking Confirmation.**

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

2.2. These Booking Terms & Conditions incorporate WildTracks Privacy Policy, Risk Acknowledgement and Disclaimer.

2.3. You must advise WildTracks as soon as possible of any mistake in your booking confirmation.

2.4. WildTracks 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 WildTracks is not without risk. All clients will receive detailed safety training from an instructor prior to beginning an activity.

3.2. WildTracks 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 WildTracks 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 WildTracks 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 WildTracks 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 varies by activity. Clients must weigh less than 18 stone to participate in quad trekking and go karting activities. It is your responsibility to ensure that all members of your party meet the age and weight requirements.

3.5. Where appropriate all clients are required to wear safety equipment provided by WildTracks 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 WildTracks recommends that pregnant women should not take part. Clients with a disability should contact WildTracks 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. WildTracks 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 WildTracks 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 WildTracks 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. WildTracks 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 and tucked into helmet or back of overalls.

4.2. WildTracks 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 fewer, you shall be entitled to cancel your booking subject to WildTracks receiving your request for cancellation at least 7 days before the booked start time.

If your booking is 9 people or more you shall be entitled, without penalty, to cancel your booking or reduce the number of guests booked subject to WildTracks receiving your request for cancellation/ reduction in numbers, at least 14 days before the booked start time. Any requests for cancellation must be made by contacting the telephone booking line: **01638 751918**. Any cancellations after the above periods will incur a 25% cancellation charge. Any reduction in number of guests attending or reduction in the value of the event after the above periods have expired will not be eligible for a refund.

5.2. WildTracks shall be entitled to cancel your booking at any time. In the event that WildTracks 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 WildTracks 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 WildTracks 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. For groups of 9 or more payment of the balance is due at least 14 days prior to the event. For groups of less than 9 payment of the balance is due 7 days prior to the start of the Activity.

### **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, WildTracks 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, WildTracks 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 WildTracks shall be limited to the refund of any charges paid to WildTracks

8.4. Nothing contained in these Booking Terms & Conditions is intended to nor shall limit the liability of WildTracks in respect of death or personal injury caused by the negligence 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 & Conditions.

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