

# Llangorse Multi Activity Centre

## Terms & Conditions of Booking



### Section 1 - General issues

1.1 These terms and conditions apply to the booking of adventure activities (the 'Activity' or 'Activities') and any ancillary products provided by Educational Pursuits Instruction Centres (E.P.I.C.) Ltd, trading as 'Llangorse Multi Activity Centre'.

1.2 Before confirming your booking it is your responsibility that both yourself and all members of your party acknowledge and agree the contents of these Terms and Conditions as they contain important information regarding the participation of activities.

1.3 Only by accepting these Terms and Conditions can participation commence, as no other Terms and Conditions shall be binding unless agreed in writing by E.P.I.C. Ltd.

1.4 E.P.I.C. Ltd accepts no liability for any typographical, clerical or other error or omission in any booking confirmation or other documentation issued by E.P.I.C. Ltd (including any electronic documentation) and reserves the right to make any corrections necessary.

1.5 E.P.I.C. Ltd reserves the right to make changes to the Activities to conform with any safety or statutory requirements, as they deem necessary.

1.6 It may be necessary to cancel activities at short notice during strong winds, heavy rain, lightning, exceptionally cold weather or any other reason beyond the control of E.P.I.C. Ltd, in which case E.P.I.C. Ltd will reasonably endeavour to re-accommodate your group.

### Section 2 - Booking

2.1 Booking shall only be deemed as accepted when accompanied by payment in full, (calculated by current rates for the time of booking) and payable by debit or credit card either online or by phoning our booking office.

2.2 Both yourself and each member of your party will be required to read and sign the disclaimer and risk acknowledgement before commencing any activities on arrival at the centre.

2.3 You must notify E.P.I.C. Ltd of any errors on your booking confirmation as soon as possible.

2.4 E.P.I.C. Ltd shall use its reasonable endeavours to ensure that you and your party's booking commence on time. It is your responsibility to ensure that all members of your party arrive in sufficient time as late arrivals may not be permitted to undertake activities and no refunds or compensation will be payable in such circumstances.

2.5 No refunds or compensation will be payable by E.P.I.C. Ltd in the event that any participant is not permitted to or decides not to, undertake or complete the booked activity for the reasons set out in these terms and conditions.

2.6 Gift Vouchers. The following additional terms and conditions apply when purchasing and using gift vouchers:

2.6.1 Vouchers are valid until the expiry date that is printed on it and cannot be used after this date.

2.6.2 Vouchers cannot be replaced if lost, stolen or destroyed.

2.6.3 Vouchers cannot be refunded or exchanged for cash or other denominated vouchers.

2.6.4 If an intended purchase is for a higher amount than the face value of the voucher(s), the difference can be made up with a payment for the balance via credit or debit card at the time of booking.

2.6.5 If a purchase is for a lower amount, no change can be given.

2.6.6 Vouchers cannot be used in conjunction with any special promotions, discount tokens, coupons or cards.

2.6.7 Vouchers cannot be sold to any third parties without our consent. If we do give our consent then such consent may be subject to any conditions which we impose. In any event you may not sell the Vouchers through the internet without our express written consent, which you must obtain before making any such sale. We reserve the right at all times to refuse to permit any sale of Vouchers by you to a third party.

### **Section 3 - Participation**

3.1 E.P.I.C. Ltd reserves the right to refuse admittance to the Activities or to remove a participant from the Activities should it be deemed necessary to do so, including but not limited to: participants not complying with safety instructions, being under the influence of drink or drugs or not acting in a responsible manner that may result in being disrespectful to other participants or compromise safety. No compensation shall be payable.

3.2 The British Mountaineering Council recognises that Adventurous Activities contain an element of danger of personal injury or death. All participants will receive a detailed safety demonstration from an instructor prior to participation in the Activities. Due to the nature of the Activities there is an element of both physical and mental challenge involved, and as a voluntary participant in these activities you should be aware of and accept these risks, and be responsible for your own actions. E.P.I.C. Ltd encourages participants to view the Activities from the various public-viewing areas before booking, and if necessary discuss the personal suitability of the Activity with a senior member of staff, to ensure a greater understanding of the physical and mental challenges of the Activity.

3.3 Horse Riding. Please note the following additional information when booking Horse Riding: Your choice to horse ride is voluntary. We take great care to provide suitable horses/ponies for our guests, but all animals can be unpredictable. The centre retains the right to refuse or alter the activity provided if necessary. By participating, you acknowledge that horse riding is a risk sport and participation may hold potential danger, and that all horses may react unpredictably on occasions. I understand that I must abide by the above guidelines, listen to all advice given to me by the instructors and pay attention to all practical demonstrations.

3.4 As with all sports, E.P.I.C. Ltd advises that all participants are covered by a personal accident insurance.

3.5 Due to the physically demanding nature of the Activities, all participants must be reasonably fit and healthy to participate in the Activities. Whilst we are happy to advise on any concerns that you may

have about your ability to participate in the Activity, our staff are not medically trained and E.P.I.C. Ltd recommends that customers with medical concerns such as but not limited to: back problems, heart conditions or pregnancy consult their doctor before booking. Participants 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 accident that would result in injury to themselves or others. E.P.I.C. Ltd strongly recommends that pregnant women do not participate due to the potential risk to themselves and their unborn child. To discuss this further with one of our senior staff, please call our booking office.

3.6 Activity specific restrictions: To ensure safe participation in the Activities, the following additional restrictions apply for each Activity:

3.6.1 Indoor Activities: Age restriction - 6 years and over. Children aged 6 years need to be accompanied by a paying Adult of 18 years and over. Children aged 7 and 8 years require an adult to remain on-site at all times.

3.6.2 Sky Trek: Age restriction - 12 years and over.

3.6.3 Challenge Course: Age restriction - 12 years and over. Participants must have a reach of 5' 9" (175cm).

3.6.4 Dingle Scramble: Age restriction - 8 years and over. All bookings must have at least one paying Adult of 18 years and over.

3.6.5 Horse Riding: As well as the following session specific age restrictions, a height/weight ratio also applies. Please call our booking office to discuss.

3.6.5.1 Twenty Minute Pony Rides: 4 to 6 years.

3.6.5.2 Beginners Horse Riding (Trek): 1 Hour session: 7 years and over, Half Day session: 9 years and over. Children aged 7 and 8 years require an adult to remain on-site at all times.

3.6.5.3 Intermediate Horse Riding (Ride): 1 Hour session: 7 years and over, Half Day session: 9 years and over, Full Day session: 9 years and over. Children aged 7 and 8 years require an adult to remain on-site at all times.

3.6.5.4 Experienced Horse Riding (Hack): Half Day session: 12 years and over, Full Day session: 12 years and over.

3.7 All participants are required to wear the safety equipment provided by E.P.I.C. Ltd and fitted under the supervision of an instructor whilst on the Activities and use the equipment in the manner that they are instructed to during their safety demonstration. Due to the fitting requirements of the safety equipment it may be necessary for participants with a larger or smaller frame to wear a full body or additional chest harness. An upper and lower weight limit also applies. Please call our booking office to discuss.

3.8 Upon completion of the Activities, it is the participant's responsibility to return all safety equipment to their instructor. Failure to do so will incur a charge equal to the total cost of replacing the equipment.

## **Section 4 - Clothing**

4.1 It shall be the responsibility of all participants to ensure that they are dressed appropriately and E.P.I.C. Ltd advises participants to wear clothing appropriate for the Activity, weather conditions and which they do not mind getting damaged. In particular the following restrictions shall apply:

4.1.1 Participants may not undertake the Activities in open-toed or slip-off shoes. For indoor activities we recommend training shoes. For outdoor activities we recommend sturdy training shoes or boots.

4.1.2 Long hair must be tied back

4.1.3 Waists must be covered and piercings removed.

4.1.4 E.P.I.C. 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.

## **Section 5 - Cancellation**

5.1 Any request for cancellation must be made by telephone.

5.2 General bookings: Cancellations received by E.P.I.C. Ltd at least 168 hours (7 days) before the booked start time shall be entitled to a full refund. Bookings made within 168 hours (7 days) of the booked start time are non refundable in the event of a cancellation.

5.3 Group bookings: For customers taking advantage of our group rates or discounts, cancellations received by E.P.I.C. Ltd at least 28 days before the booked start time shall be entitled to a full refund. Bookings made within 28 days of the booked start time are non refundable in the event of a cancellation.

5.4 If a booking is cancelled due to an unforeseen medical reason, provided appropriate professional medical documentation can be provided within 14 days of the missed activity, E.P.I.C. Ltd will, at its discretion, retain the booking payment and allow the customer to use the payment to rebook the activity at a later date. Any activity rebooked will be subject to the normal Booking Terms and Conditions.

5.5 E.P.I.C. Ltd shall be entitled to cancel your booking at any time. In the event that E.P.I.C. 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.

5.6 In the event that it proves necessary to cancel activities for any reason beyond the control of E.P.I.C. Ltd and in circumstances where you have commenced participation in activities, you shall not be entitled to any refund (in part or whole). In such circumstances E.P.I.C. Ltd may, but shall not be obliged to, offer alternative dates or times at reduced rates.

5.7 In common with all leisure providers, E.P.I.C. Ltd strongly recommends that you take out holiday insurance just in case you are forced to change your plans.

## **Section 6 - Refunds and Amendments**

6.1 Payment made by credit or debit card will be refunded to the same card, or if this is not possible by cheque. Payments made by Gift Voucher will be refunded by the issuing of a replacement Gift Voucher to the same value.

6.2 Where multiple forms of payment are used, E.P.I.C. Ltd reserves the right to refund any monies due on a refund or amendment by credit or cheque.

## **Section 7 - Liabilities**

7.1 Except as otherwise provided in these Booking Terms and Conditions, E.P.I.C. 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.

7.2 Parking facilities are available on site and vehicles are left at the owner's risk.

7.3 Except as otherwise provided in these Booking Terms and Conditions, any liability of E.P.I.C. Ltd shall be limited to the refund of any charges paid to E.P.I.C. Ltd.

7.4 Nothing contained in these Booking Terms and Conditions is intended to nor shall limit the liability of E.P.I.C. Ltd in respect of death or personal injury caused by the negligence of E.P.I.C. Ltd or of its employees, agents or contractors.

## **Section 8 - Miscellaneous**

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

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

8.3 These Booking Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales and E.P.I.C. Ltd and you submit to the exclusive jurisdiction of the courts of England and Wales.

8.4 These Booking Terms and Conditions may be changed from time to time without notice. The latest copy is available on our website, or by calling the booking office. It is your responsibility to check regularly to determine whether the Conditions have been changed.