

Terms and Conditions

Booking Terms and Conditions

PLEASE READ THE FOLLOWING CONDITIONS CAREFULLY BEFORE COMPLETING YOUR BOOKING.

1. Interpretation

1.1 The following definitions and rules of interpretation shall apply in these conditions:

“**Company or Course**” means Park Adventure Centre course at the location stated in booking confirmation.

“**Conditions**” means these terms and conditions for the provision of Services.

“**Contract**” means the contract between the Course and the Customer for the provision of Services.

“**Customer**” means any person, company, firm or other legal entity, including any employees, agents or sub-contractors which places an order or purchases a Service from the Course.;

“**Activities**” means any course, product, service, activity or facility offered by the Course to the Customer.

1.2 Where the Conditions refer to “We, Us, or Our”, this shall mean the Course (together with its employees, agents and contractors). Where the Conditions refer to “You, Your, or Yourself”, this shall mean the Customer (or the organisation you represent or work for).

1.3 The headings in these Conditions are for convenience only and shall not affect their applicability.

1.4 A reference to a law is a reference to as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Any reference to “writing” or “written” includes faxes and email.

2. Application of Terms.

2.1 These Conditions are the only conditions upon which the Course is prepared to deal with the Customer. The Conditions shall be incorporated into the Contact to the entire exclusion of all other terms and conditions (including

any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 These Terms and Conditions apply to the booking of any activities, services and any ancillary products at any location with The Company. These Terms and Conditions contain important information concerning participation by The Customer, and members of The Customer's group and, accordingly, The Customer acknowledges and agrees that The Customer shall ensure that all members of The Customer's party are aware of and accept these Terms and Conditions.

2.3 No variation to these Terms and Conditions shall be binding unless agreed in writing by The Company. Any typographical clerical or other error or omission in any booking confirmation or other documentation issued by The Company (including any electronic documentation) shall be subject to correction without any liability on the part of The Company. The Company reserves the right to make changes to The Activities whether to conform to any applicable safety or other statutory requirements or otherwise.

2.4 These Terms and Conditions incorporate The Company's Risk acknowledgment and Disclaimer. The Customer and each member of The Customer's party will be required to sign the Risk Acknowledgement and Disclaimer before being allowed to undertake the activities.

3. Booking

3.1 The Customer may make a booking with the Course online via our website, by telephone or email. Places cannot be provisionally booked for a booking of less than 15 people.

3.2 Groups of 15+ are required to contact Park Adventure Centre directly.

3.3 Online Bookings shall be deemed to have been accepted only by receipt by the Customer of an email confirmation of booking. Once booking has been confirmed, The Client will have an allocated date and time slot.

3.4 Once you've made your choice of dates and times, and have read the booking conditions, please make your booking with the appropriate payment. Bookings cannot be accepted without prior and appropriate payment. All course payments must be made prior to arrival.

3.5 Please note that individuals cannot be provided with credit terms.

3.6 Before providing credit for any organisation we will have to agree on payment terms and conditions. An official purchase order will be required to

secure a booking and credit references will be taken up. Where we agree to a purchase order it will need to be attached to your booking form.

3.7 If you detect a mistake in Park Adventure Centre's booking confirmation you must advise Park Adventure Centre as soon as possible and Park Adventure Centre will make every effort to ensure that the error is rectified.

3.8 It shall be the responsibility of each participant to ensure that they arrive in sufficient time, late arrivals may not be permitted to undertake the activities on The Course and no refunds or compensation will be payable in such circumstances.

4. Payment

4.1 All bookings must be paid for in full at the time of booking unless agreed otherwise with Park Adventure Centre. Where a deposit is accepted to secure a booking date and time this will be deemed to be non-refundable in the event of a cancellation.

4.2 Park Adventure Centre reserves the right to cancel any booking without prior notice if full payment is not received in accordance with the payment conditions.

4.3 Payments may be made by cash, debit or credit card, either online or by contacting our booking phone line.

4.4 If The Customer elects to book through any means other than the online booking system then an administration charge of five Euro (€5.00) will apply to each booking.

5. Amendments to Bookings by the Customer

5.1 Amendments must be made 48 hours or more prior to date & time of visit. All amendments have to be made and such amendments shall incur an administrative charge of five Euro (€5.00) per person.

6. Cancellations

6.1 Cancellations by the Customer

6.1.1 You shall be entitled to cancel your booking with full refund (excluding admin fee of €5) subject to The Course receiving your request for cancellation at least 48 hours prior to the booked start time.

6.2 Cancellations by the Centre

6.2.1 The Course shall be entitled to cancel your booking at any time. In the event that The Course decides to cancel your booking it shall make every effort 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.

6.2.2 The Course reserves the right to cancel a booking at not less than two (2) days notice where the Course believes, in its reasonable opinion, that there are insufficient numbers for the course to open. Where the Course cancels a booking, you will be offered the following options:

- a full refund of the course fee paid; or
- an alternative course on the same date or a different set of dates.

6.2.3 In the event that it proves necessary to close The Course (or part) for reasons beyond the control of Park Adventure Centre and in circumstances where your group has commenced participation in The Course, you shall not be entitled to any refund (in part or in whole). In such circumstances Park Adventure Centre may, but shall not be obliged to, offer alternative dates or times at reduced rates.

6.3 Payments made by debit or credit card will be refunded to the same card.

7. Safety

7.1 In addition to enjoyment and learning new skills, safety is of paramount importance on all of Park Adventure Centre's courses. Clearly, adventure activities are hazardous by their nature and participants, parents or guardians must accept that there are risks and the inevitable bumps and scrapes which happen during the thrills and spills of fast moving activities.

All of our staff are qualified in The Activities being provided and our Activities & Safety Management systems are independently assessed to adventure industry and health and safety standards. This means that The Company staff are there to make sure that you are safe, that you have an enjoyable experience and will give you the encouragement to do as much or as little as you want to. Personal accidental loss/damage of belongings are not insured. Participants are covered by the Company's insurance in the highly unlikely event of negligence by one of our employees.

In providing a safe system of work and to manage associated risks:

7.1.1 we only employ instructors trained to European Rope Course Association certified standards.

7.1.2 we provide a range of quality personal protective and safety equipment for participants' comfort and safety.

7.1.3 we have robust management and safety systems which have been inspected by approved bodies such as Vertex

7.1.4 we reserve the right to modify or cancel an activity if we feel that there are unmanageable risks.

7.2 The Customer must comply with all safety guidelines and instructions given by the Course and its staff.

7.3 The Course reserves the right to refuse admittance to The Course or to remove a participant from The Course should it deem it necessary to do so. This includes a participant who does not comply with the safety rules and advice and the safety system or who is deemed to be under the influence of alcohol or drugs. No refunds will be given under these circumstances.

7.4 After the safety initiation participants will not be directly supervised by an instructor. Children under 16 must be supervised by an adult, either participating or on the ground. Adults supervising more than one child must keep all children within their view, on the same circuit. Unsupervised children will be taken down from the circuit, without refund.

Participating adults must sign a Risk Acknowledgement and Disclaimer stating that he or she will accept responsibility for the safety of him or herself and for supervision of children in his or her care.

7.5 All participants must be reasonably fit and healthy. Anyone who does not meet these requirements will not be allowed to undertake the Activities. It is The Customer's responsibility to ensure that all members of The Customer's party meet these requirements. In addition, each participant must be:

- Minimum height of 1.2 metre
- Minimum weight of 70lbs and weigh no greater than 250lbs
- Minimum height of 1.2metre and over 10 years of age to use the Power fan and Zip Line, above weight restrictions also apply

The size of our harness dictates the size of customer that we can safely allow to participate on a Park Adventure Course course.

The maximum waist measurement of the harness is 110cm (43 inches)
The maximum expansion of the leg loops, which you step into and tighten around the top of the thigh, measure 70 cm (27 inches).

If your statistics are close to or exceed these figures there is a possibility you may not fit in a harness and therefore will not be able to participate on the Park Adventure Centre course. As a guide males weighing 18+ stone (115kilos) and females' size 18+ are likely to be in this category). If you have any concerns we advise that you visit a course prior to your booking and speak to a member of the Park Adventure Centre staff. Anyone who does not meet these requirements will not be allowed to undertake the activities on The Course.

It is your responsibility to ensure that all members of your party meet these requirements. The booker must be an authorised representative of The Customer and he / she confirms that by booking and agreeing to all these Terms and Conditions that all participants are in sufficient good health to participate in the activities provided and there are no pre-existing conditions which may be aggravated by participation.

7.6 All participants are required to wear a safety harness provided by The Company and fitted by an instructor. Any further tightening or loosening of the harness must be done by an instructor.

7.7 The Course is physically demanding and requires a degree of agility, strength and stamina. If participants are in any doubt as to whether they should attempt The Course they are advised to walk the course before booking. If participants have medical concerns they are advised to consult their doctor in advance. Participants will be required to certify that they do not suffer from any medical condition which would make it more likely that they would be involved in any incident which could result in injury to themselves or others. Due to the physical nature of The Course , this activity is not suited for women who are pregnant . Pregnant women who still wish to undertake the activities will be required to sign a disclaimer confirming that they are aware that there are risks to them and to their unborn child and that participation in

the Activities is at their own risk. The Course reserves the right to refuse a booking on medical grounds if the medical condition is considered to be detrimental to the safety and smooth running of the course.

7.8 Participants need to be able to see similar distances to those required to drive a car in order to be able to complete the course and to supervise any under 16's in their care. Consequently, short or long sighted participants must ensure that they wear contact lenses or prescribed glasses.

7.9 The Course will remain open in most weather conditions but not in circumstances of gales, lightning, heavy ice or snow.

7.10 For the avoidance of doubt, The Course shall have no liability for any loss or damage suffered by the Customer or any other person as a consequence of any negligence or wrongful act on the part of the Customer.

8. Participant's Clothing/Property

8.1 Participants must be dressed appropriately and it shall be the responsibility of all participants to ensure that they are dressed suitably. Participants may not undertake The Course in open-toed or slip-off shoes (runners / trainers are suitable for dry weather). Long hair must be tied up. Waists must be covered and skirts or loose/baggy clothing are not deemed as suitable attire. Piercings should be removed or taped over for comfort and safety.

8.2 The Company will not be responsible for any damage to or loss of clothing or other personal items of persons resulting from participation on The Course and The Company advises participants to wear clothing appropriate for the weather conditions. The Company reserves the right to refuse admittance to The Course to any participant who is not appropriately dressed.

8.3 Personal property which belongs to the Customer is at all times the sole responsibility of the Customer. The Course shall not accept any liability for loss of or damage caused to the Customer's personal property unless any loss or damage is due to the negligence of The Course or its representatives.

9. Unruly Behavior

9.1 The Customer and any member of the Customer's party is required to have consideration for other people. If, in The Course's reasonable opinion, the Customer or any member of the Customer's party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or

damage to property, The Course is entitled, without prior written notice, to terminate the stay/use of facilities of the person(s) concerned. Such persons will be required to leave The Course's property and no refunds will be made and The Company will not pay any expenses or costs incurred as a result of the termination

9.2 The Customer shall be liable for any damage or loss suffered by The Company as a result of disruptive behavior.

10. Photographs or Video Clips

10.1 Photographs or video clips taken on The Course may appear in our brochures and marketing materials or on social media. If customers do not wish to be photographed or filmed then this can be notified to a course instructor or any member of staff.

11. Liabilities:

11.1 Except as otherwise provided in these Terms and Conditions The Company 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.

11.2 Parking facilities are available at the The Course(s), and any vehicles are left at the owners' risk and subject to any conditions and the payment of any fees as may be required by the provider of such facilities at the site location. The Company will not be held responsible for any parking charges/fines incurred whilst using the facilities they offer.

11.3 Except as otherwise provided in these Booking Terms and Conditions any liability of The Company shall be limited to the refund of any payments made to The Company.

11.4 Nothing contained in these Terms and Conditions is intended to nor shall limit the liability of The Company in respect of death or personal injury caused by the negligence of The Company or of its employees, agents or contractors.

12. Risk Acknowledgement and Disclaimer

12.1 There will always be some risk involved in any type of adventure activity, and indeed the benefits of the activity would probably be nullified if these risks were completely removed. The type of risk is generally confined to the same sort of risks that a normal adult involved in active recreation may experience. We consider the level of risk to be low and reasonable. However, you must

decide if you also consider it reasonable and to ensure that participation in any activity is always at your own discretion. The above declaration does not absolve The Company of its “Duty of Care” and other legal responsibilities. The Company reserves the right to preclude any person from participating in adventure activities where safety considerations may put participant’s safety or the safety of other persons at risk.

The Company advises participants that if they are in any doubt whatsoever about their medical fitness or injury status with regard to undertaking the adventure activities we provide, that they must only undertake activities as observers who may not participate directly in adventure activities. If in any doubt you should consult your medical practitioner before participating in adventure activities.

12.2 These Terms and Conditions incorporate The Company’s Risk Acknowledgement and Disclaimer, which The Customer and each member of The Customer’s Group will be required to sign before being allowed to undertake The Activities. A copy of the Risk Acknowledgement and Disclaimer document can be requested from The Company’s by contacting us by email or by telephone at the email address/phone number displayed on our website

13. Circumstances Beyond our Control

The Centre shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing it’s obligations under the Contract or from carrying on it’s business directly or indirectly by any acts, events, omissions or accidents beyond it’s reasonable control including but not limited to, act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Centre or any other party), failure of a utility service or transport network, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, unusually severe weather or energy supply disruption or default of suppliers or subcontractors.

14. Waiver

The Centre reserves the right to waive any or all of the Conditions.

15. Data Protection

15.1 Personal information requested by The Course at the time of booking or any other subsequent information is held in its original form and on computer.

15.2 The Course:

15.2.1 is the data controller for the purposes of the Data Protection Act 1988 and Data Protection (Amendment) Act 2003.

15.2.2 will process your personal information in accordance with the Data Protection Act 1988 and Data Protection (Amendment) Act 2003; and

15.2.3 will not divulge your personal information onto third parties.

15.3 By providing us with your personal information to process a booking, you agree that your personal information can be:

15.3.1 held and accessed by the Course's authorised staff; and

15.3.2 used to contact you in the future either by email or post to send you e-news and/or marketing materials (including information about future events).

15.4 If you do not want us to use your data to send you our e-news and/or other marketing materials please check or uncheck the relevant box situated on the booking form on which we collect your data. You can also exercise your right to opt out of receiving such e-news and/or marketing materials at any time by contacting us by email or by telephone at the email address/phone number displayed on our website

15.5 The Customer may request details of personal information that The Company holds about The Customer under the Data Protection Act 1988 and Data Protection (Amendment) Act 2003. A small fee will be payable which will not exceed €10 per request. If The Customer would like a copy of the information held on The Customer please contact us by email or by telephone at the email address/phone number displayed on our website. If The Customer believes that any information The Company is holding on The Client is incorrect or incomplete, please contact us by email or by telephone at the email address/phone number displayed on our website. The Company will promptly correct any information which is found to be incorrect.

16. Insurance:

The Company has Public Liability Insurance, Contingency Insurance and Employers Liability insurance for all company vehicles. A copy of any of the above is available upon request to any client.

17. Applicable Law

17.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with the laws of the Republic of Ireland.

17.2 The Customer irrevocably agrees that any dispute or claim that arises out of or in connection with the Contract or its subject matter will be dealt with under the exclusive jurisdiction of the laws of the Republic of Ireland.

18. Miscellaneous:

18.1 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.

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

18.3 These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of Ireland and The Company and The Customer submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

19. Booking Undertaking

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY. THE COURSE'S ACCEPTANCE OF ANY BOOKING WILL ONLY BE DONE SUBJECT TO YOUR ACCEPTANCE OF THESE CONDITIONS.

You, The Customer, have had the terms and conditions of booking brought to your attention, including the terms of cancellation and you understand that:

- the specified deposit is not refundable once a place has been confirmed, unless The Activities is cancelled by The Course;
- refunds due to cancellation are in accordance with the terms and conditions of booking;
- you shall forfeit all payments if 48 hours or less notice of cancellation is given;
- by making this booking you agree that you are:

- sufficiently proficient to undertake The Activities in connection with your booking;
- physically fit to take part in any activity during The Activities in connection with your booking;
- willing to comply with all safety regulations as required by The Course;

- you have read and accept our full terms and conditions which are available on our website www.clonadventurecentre.ie or by contacting our bookings department on the phone number displayed on our website www.clonadventurecentre.ie ; and
- you accept that the Course is not liable whatsoever in respect of loss or damage to personal property not caused by the negligence of The Course or its staff.