

TERMS & CONDITIONS

1. Booking and Payment

- a) A booking is not confirmed until The Adventure Centre has received a signed booking form and a deposit.
- b) Until a booking has been received and confirmed by The Adventure Centre all bookings are regarded as provisional.
- c) The balance is due 21 days before the activity date, or with prior arrangement with The Adventure Centre.
- d) Any bookings not confirmed within the 21 days before activity may be re-sold without notice, and the initial deposit forfeited.

2. Cancellations and Refunds

- a) Should you cancel your booking for any reason up to **seven days** before the commencement of the session, **the initial deposit will be forfeited.**
- b) Should you cancel your booking up to **four days** before the commencement of the session, The Adventure Centre will require **50% of the full cost.**
- c) Should you cancel your booking up to **three days** before the commencement of the session, The Adventure Centre will require **75% of the full cost.**
- d) Should you cancel your booking within **48 hours** of the commencement of the session, The Adventure Centre will require **100% of the full cost.**
- e) No refunds will be offered which arise from circumstances that are beyond the control of The Adventure Centre. If a session has to be cancelled due to there being fewer than the required number of participants for the activity required, or due to adverse weather or sea conditions then The Adventure Centre retains the right to offer alternative activities or to transfer the booking to another date.
- f) Any cancellations must be notified in writing or by email to The Adventure Centre and will be effective from the date of receipt. However, you may call in to The Adventure Centre personally to cancel a session and any monies to be paid or owed can be arranged at that time.

3. Conditions

- a) All activity sessions are staffed by appropriate qualified Instructors. Instructor to client ratios is in accordance with National Governing Body guidelines. Whilst every reasonable attempt will be made to deliver all activity sessions, The Adventure Centre reserves the right to cancel or modify any session due to safety requirements or factors beyond our control.

4. Liability and Insurance

- a) The Adventure Centre holds public liability cover.
- b) The Adventure Centre provides activities, which can be potentially dangerous. All participants must be aware of this and accept the risks associated with the chosen activity. The Adventure Centre and Lusty Glaze Beach has an excellent safety record, however responsibility for injury or illness arising from any of the activities cannot be accepted.

5. Health and Safety/Conduct

- a) **Due to the nature of some of the activities at The Adventure Centre all participants should be physically fit. Anyone with a medical condition must seek medical advice before considering participating.**
- b) Contact lenses and spectacles are permitted to be worn at the discretion of the centre staff. The wearer must accept full responsibility for any injury sustained before, during or after a session.
- c) Participants will not be permitted to consume alcohol or drugs prior to or during the activity sessions. The Centre staff reserves the right to refuse participation to anyone considered to be under the influence of alcohol or drugs.
- d) The Centre staff may require any participant to leave the activity session without compensation if that person acts in such a manner as to endanger him/herself or any other Adventure Centre user/ staff.
- e) The Centre must be informed of any medical condition (asthma, epilepsy, etc) or any other special needs which may impair the individual's performance on any activity.
- f) Lusty Glaze Ltd reserves the right to restrict the provision of activities and services if the management deem an individual or groups behavior to not be in keeping with the atmosphere or ethos of the centre.

6. Equipment and Clothing

- a) For safety reasons, all participants must wear the appropriate equipment provided by The Adventure Centre. Participants may wear their own wetsuits as long as they are suitable for the activity undertaken. Damage to or loss of centre equipment caused by negligence, malicious acts or carelessness must be paid for at the time and at the current replacement value.

7. Complaints

- a) Complaints concerning the centre or the activities should be referred to The Adventure Centre within seven days of the session. The Adventure Centre will adhere to its complaints procedures and act therefore to do everything possible to rectify the situation, and the client will receive a written reply from the Centre Manager.

8. Conditions of Service

- a) As part of the continual review of safety and associated considerations, the conditions of booking are subject to change, clarification and modification at any time. Only the Centre Manager is empowered to vary or waive any of the conditions of booking.

9. Guidance Notes

- a) Due to the nature of some of the activities at The Adventure Centre all participants should be physically fit. Anyone with a medical condition must seek medical advice before considering participating.
- b) Zip Wire - There is a weight restriction, so all participants must be over six stone and under 16 stone.
- c) Coasteering - All participants must be able to swim 75 metres comfortably. If you are coasteering you will need to bring with you an old pair of trainers that you don't mind getting wet, this is for traversing the rocks.