



Outdoor Education Training

Outdoor Education Training
2 Fort Terrace,
East - the - Water,
Bideford,
N. Devon.
EX39 4BJ
info@outdooredtraining.co.uk

Ultimate Wipe Out - Booking Terms and Conditions

1. General Issues

- a. These Booking Terms and Conditions apply to the booking of Outdoor Education Training (the "Activities") and any ancillary products at the location set out on your booking confirmation.
- b. These Booking Terms and 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.
- c. No variation to these Booking Terms and Conditions shall be binding unless agreed in writing by Outdoor Education Training.
- d. Any typographical clerical or other error or omission in any booking confirmation or other documentation issued by Outdoor Education Training (including any electronic documentation) shall be subject to correction without any liability on the part of Outdoor Education Training.
- e. Outdoor Education Training reserves the right to make changes to the Activities whether to conform with any applicable safety or other statutory requirements or otherwise.

2. Booking Confirmation

- a. No booking shall be deemed to have been accepted unless accepted in writing by Outdoor Education Training (which shall include email Outdoor Education Training confirmation of booking).
- b. These Booking Terms and Conditions incorporate Privacy Outdoor Education Training Policy, and Risk Acknowledgement and Disclaimer. You and each member of your party will be required to sign the Risk Acknowledgement and Disclaimer before being allowed to undertake the Activities.
- c. You must advise Outdoor Education Training as soon as possible of any mistake in Outdoor Education Training booking confirmation. Outdoor Education Training 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 participant 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.***

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3. Safety

- a. The Activities comprise a challenging assault course and participation is not without risk. All participants will receive detailed safety training from an instructor.
- b. Outdoor Education Training reserves the right to refuse admittance to the Activities or to remove a participant from the Activities 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.
- c. After the safety briefing participants will not be directly supervised by an instructor.

All participants must be reasonably fit and healthy, at least 8 years old and must be able to swim 10 metres and read basic safety signs.

All participants are required to wear a wetsuit, helmet and buoyancy aid provided by Outdoor Education Training and fitted by an instructor.

The Activities are physically demanding and require a degree of agility, strength and stamina. If participants are in any doubt as to whether they should attempt the Activities 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 Activities Outdoor Education Training recommends that pregnant women should not take part. 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, (see Risk Acknowledgement and Disclaimer).

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. Consequently, short or long sighted participants must ensure that they wear contact lenses or prescribed glasses.

All participants are required to act responsibly and courteously at all times and to respect other participants. Outdoor Education Training shall be entitled to prevent any person from undertaking or completing the Activities in the event it deems the behaviour of any participant unsuitable.

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

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No refunds or compensation will be payable by Outdoor Education Training in the event that any participant is not permitted to, or decides not to, undertake or complete the Activities for the reasons set out in this clause.

4. Clothing

- a. It shall be the responsibility of all participants to ensure that they are dressed appropriately and Outdoor Education Training advises participants to wear clothing appropriate for the weather conditions and which they do not mind getting damaged. In particular the following restrictions shall apply:
 - i. Participants may not undertake the Activities in open-toed or slip-off shoes (ankle-supporting boots are best)
 - ii. Long hair must be tied back
 - iii. Piercings removed or taped over for comfort.
- b. Outdoor Education Training will not be responsible for any damage to or loss of clothing or other personal items of persons resulting from participation in the Activities.

5. Cancellations

- a. You shall be entitled to cancel your booking subject to Outdoor Education Training receiving your request for cancellation at least 7 days before the booked start time. Any requests for cancellation must be made by e mail to info@outdooredtraining.co.uk. You shall be entitled to a full refund in the event of cancellation under this clause.
- b. Outdoor Education Training shall be entitled to cancel your booking at any time. In the event that Outdoor Education Training 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.
- c. In the event that it proves necessary to close the Activities for reasons beyond the control of Outdoor Education Training and in circumstances where your party has commenced participation in the Activities, you shall not be entitled to any refund (in part or in whole). In such circumstances Outdoor Education Training may, but shall not be obliged to, offer alternative dates or times at reduced rates.

6. Group Bookings via Account Application Form

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- a. In the event your booking is made via Go Ape's Account Application Form these Booking Terms and Conditions shall be subject to any special terms set out in the Account Application Form. In the event of any conflict between the terms herein and the terms set out in the Account Application Form the latter shall prevail.

7. Price and Payment

- a. Subject to any terms agreed in writing between Outdoor Education Training and you, our charges shall be calculated at our current rates and payment in full shall be due at the time of booking.

8. Refunds and Amendments

- a. 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.
- b. Where multiple forms of payment are used, Go Ape reserves the right to refund any monies due on a refund or amendment by credit or cheque.

9. Liabilities

- a. Except as otherwise provided in these Booking Terms and Conditions Outdoor Education Training 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.
- b. Parking facilities are available at the site, 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.
- c. Except as otherwise provided in these Booking Terms and Conditions any liability of Outdoor Education Training shall be limited to the refund of any charges paid to Go Ape.
- d. Nothing contained in these Booking Terms and Conditions is intended to nor shall limit the liability of Outdoor Education Training in respect of death or personal injury caused by the negligence of Outdoor Education Training or of its employees, agents or contractors.

10. Miscellaneous

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- a. 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.
- b. Nothing above shall confer on any third party any benefit or the right to enforce any of these Booking Terms and Conditions.
- c. These Booking Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales and Outdoor Education Training and you submit to the exclusive jurisdiction of the courts of England and Wales.

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