

Plas Menai Booking Terms and Conditions

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:

“Centre” means The Sports Council for Wales, a company created by Royal Charter, trading as Plas Menai National Outdoor Centre for Wales;

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

“Contract” means the contract between the Centre and the Customer for the provision of Services, incorporating the Centre’s written booking acknowledgement and these Conditions;

“Customer” means any person (including any company, firm or other legal entity) that places an order or purchases or is provided with a Service by the Centre, including the parent or legal guardian of any child under the age of 18 to whom a Service is provided;

“Plas Menai” means Plas Menai Outdoor Centre for Wales, Caernarfon, Gwynedd, LL55 1UE; and

“Service” means any course, service or facility offered by the Centre to the Customer.

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

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 email.

2. Application of terms.

2.1 These Conditions are the only conditions upon which the Centre is prepared to deal with the Customer. The Conditions shall be incorporated into the Contract 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 Conditions will prevail over any inconsistent terms endorsed on, delivered with, contained in or referred to in any purchase order, confirmation of order, specification or any other document or communication received from the Customer or implied by law, trade custom, practice or course of dealing.

2.3 The Customer’s acceptance of a quotation for Services by the Centre by submitting a booking (whether via an online form, or in writing or verbally over the phone or in person), constitutes an offer by the Customer to purchase the Services specified on these Conditions. No offer placed by the Customer shall be accepted by the Centre other than:

2.3.1 by a written booking acknowledgement issued and executed by the Centre; or

2.3.2 (if earlier) by the Centre starting to provide the Services, when a Contract will be established.

3. Booking

3.1 Subject to condition 4.5 below, the Customer may make a booking with the Centre by telephone, email or online via our website. Please note that places cannot be provisionally booked (except where the booking is deemed by the Centre to be a group booking under condition 4.5 below).

3.2 To help you find the right course, please read each course description carefully. Once you have made your choice of course and dates, and have read the booking conditions, please make your booking with the appropriate payment.

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

4. Payment

4.1 Fees charged by the Centre for Services may be exempt from VAT or subject to VAT at the applicable rate, as confirmed by the Centre. All bookings for Services cannot be confirmed or reserved by the Centre until we have received the appropriate payment below (plus VAT thereon, if applicable).

4.2 Credit and debit cards accepted are: Visa, Delta, MasterCard, Amex, Delta, Maestro, Electron.

Individual Bookings

4.3 All individual or small group bookings for Services which are available to be booked online via the Centre website must be paid for in full at the time of booking. Twenty five per cent (25%) of the fee for Services is the non-refundable deposit.

4.4 The Centre reserves the right to cancel any booking for Services at any time by giving written notice to the Customer without prior warning if full payment is not received in accordance with condition 4.3.

Group Bookings

4.5 The Centre does not accept group bookings (for example, for corporate, school or other large groups) for certain Services online via its website. These group bookings cannot be reserved and will not be confirmed by the Centre until the Centre receives the relevant non-refundable deposit under Condition 4.6 or 4.7 below (or the full fee under condition 4.8 below). Following receipt by the Centre of the relevant deposit (or the full fee under condition 4.8 below), the Centre will issue a written acknowledgment under condition 2.3.1 above.

4.6 For a group booking made at least six (6) weeks before the commencement of the course, the Customer must pay twenty five per cent (25%) of the full fee by way of a non-refundable deposit within two (2) weeks after the group booking has been submitted and provisionally accepted by the Centre. The Customer must pay the outstanding balance of the full fee at least six (6) weeks before the commencement of the course.

4.7 For a group booking made less than six (6) weeks before the commencement of the course, the Customer must pay fifty per cent (50%) of the full fee by way of a non-refundable deposit immediately after the group booking has been submitted and provisionally accepted by the Centre. The Customer must pay the outstanding balance of the full fee at least three (3) weeks before the commencement of the course.

4.8 For a group booking made less than three (3) weeks before the commencement of the course, the Customer must pay the full fee immediately after the group booking has been submitted and provisionally accepted by the Centre.

4.9 If the full fee for a group booking is not paid on time under condition 4.6 or 4.7 or 4.8 above, the Centre shall be entitled to treat the group booking as having been cancelled by the Customer.

4.10 Any variations to the number of attendees on a group booking must be agreed in writing by the Centre (at its sole discretion) and may incur additional charges.

5. Amendments to Bookings by the Customer

5.1 The Customer may be substituted by another named individual provided that at least two (2) weeks’ prior notice is given to the Centre and that substitute Customer satisfies the course criteria. All substitutions have to be made with the consent of the Centre and such substitution shall incur an administrative charge of twenty five pounds (£25.00) on each and every occasion.

5.2 The Customer may apply in writing to change a course or course date(s) provided that the original booking is made at least eight (8) weeks prior to course commencement. It shall be at the Centre’s sole discretion as to whether such change shall be accepted. Any such change must be for a course and date(s) within the following 12-month period which appear in our brochure or on our website (www.plasmenai.co.uk) and the Customer will be liable to pay any applicable increase in the course or accommodation fee. There is an administrative charge of twenty five pounds (£25.00) for each and every course or date(s) change.

If the Customer requests a change to a course or course date(s) within six (6) weeks of commencement of such course, such request shall be dealt with according to condition 6 (Cancellations).

6. Cancellations

6.1 Cancellations by the Customer

6.1.1 All cancellations of bookings made by the Customer must (save under condition 4.9 above) be in writing and acknowledged by the Centre. We will make available via the Centre website a standard cancellation form, which you can use but you do not have to use it.

6.1.2 In the event of cancellation by the Customer, a cancellation fee will be due to the Centre as set out below:

-deposits are not refundable.

-six (6) weeks or more prior to the commencement of course/event: deposit only payable;

-two (2) weeks to six (6) weeks prior to the commencement of course/event: seventy five per cent (75%) of your total course fee shall be retained by the Centre;

-two (2) weeks or less prior to the commencement of course/event: one hundred per cent (100%) of your total course fee shall be retained by the Centre; and

-one hundred per cent (100%) of the course fee is retained if you cancel after the commencement date of your course.

6.2 Cancellations by the Centre

6.2.1 The Centre will use reasonable endeavours to ensure that your Service takes place and in accordance with your booking. However, the Centre reserves the right to cancel any booking without prior notice and at any time where we believe on reasonable grounds that cancellation is necessary due to unsuitable conditions.

6.2.2 The Centre reserves the right to cancel a course at not less than fourteen (14) days’ notice where the Centre believes, in its reasonable opinion, that there are insufficient numbers for the course to take place.

6.2.3 Where the Centre cancels a course, 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.

You will be asked by the Centre to confirm your chosen option and this may be required in writing.

7. Safety - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION

7.1 In addition to enjoyment and learning new skills, safety is of paramount importance on all the Centre’s courses. Clearly, watersports and 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. The Centre will perform Services with reasonable skill and care. In providing an appropriate system of work and to manage associated risks, we implement various health and safety measures including appropriate staff qualifications and training, protective and safety equipment, and policies and procedures, which are reviewed on a regular basis.

In doing so, 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 health and safety policies and procedures, and other instructions given by the Centre and its duly authorised staff, including those relating to fire and evacuation.

8. Health

8.1 Customers participating in the courses offered by the Centre must expect to be involved in adventurous or strenuous activity. Customers must be in general good health and must satisfy themselves that the activity is within their abilities.

8.2 The Customer must complete and submit to the Centre a health declaration as part of the booking process. The Customer must make the Centre aware of any injury and/or illness and shall further make the Centre’s booking team aware of any injury or illness that occurs between the date that the health declaration is completed by the Customer and course commencement.

8.3 The Centre 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.

9. Special Access or Dietary Requirements

Any special access or dietary requirements that the Customer might have should be notified to the Centre at the time of booking. The Centre will use all reasonable endeavours to accommodate these requirements.

10. Complaints

10.1 If the Customer encounters a problem or issue relating to the Services being provided by the Centre, the Centre will try to resolve such problem or issue as soon as possible. If the problem or issue fails to be resolved, the Customer must report it to the relevant course instructor or at Plas Menai’s reception.

10.2 In the event that the Customer does not receive a satisfactory response following the events set out in condition 10.1, the Customer may request to meet the Centre’s management team.

10.3 If the Customer’s complaint is not resolved satisfactorily in accordance with condition 10.1 and 10.2, please write to: “The Centre Manager, Plas Menai National Outdoor Centre, Caernarfon, Gwynedd. LL55 1UE”.

11. Unruly Behaviour

11.1 The Customer is required to have consideration for other people. If, in the Centre’s reasonable opinion, the Customer 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 or disruption or behaves in any other unruly or anti-social manner (“Unruly Behaviour”), the Centre is entitled, without prior written notice, to terminate the Customer’s stay/use of facilities or other Services. Such persons will be required promptly to leave the Centre’s property and no refunds will be made and the Centre will not pay any expenses or costs incurred by the Customer as a result of the termination.

11.2 The Centre operates a zero tolerance policy towards the use or possession of illegal substances and so called “legal highs”. Use or possession of any of them by a Customer is regarded as Unruly Behaviour under this condition 11.

11.3 The Customer shall be liable for any damage or loss suffered by the Centre as a result of the Customer’s Unruly Behaviour.

12. Limitations of Liability – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION

12.1 This Condition 12 sets out the entire financial liability of the Centre (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

12.1.1 any breach of the Contract;

12.1.2 any use made by the Customer of the Services;

12.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

12.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.3 Nothing in these Conditions limits or excludes the liability of the Centre:

12.3.1 for death or personal injury resulting from negligence by the Centre; or

12.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Centre.

12.4 Subject to conditions 12.2, 12.3 and 12.5:

12.4.1 the Centre shall not be liable to the Customer, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

12.4.2 the Centre’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid by the Customer for the Services.

12.5 Personal property which belongs to the Customer is at all times the sole responsibility of the Customer. The Centre shall not accept any liability for loss of or damage caused to the Customer’s personal property unless and to the extent that any loss or damage is due to the negligence of the Centre or its representatives.

12.6 For the avoidance of doubt, the Centre shall have no liability for any loss or damage suffered by the Customer or any other person if and to the extent that it arises as a consequence of any negligence or wrongful act on the part of the Customer.

13. Intellectual Property

The copyright and all other intellectual property rights in the products and services shown in Centre’s brochures, website and other materials shall at all times remain the property of the Centre.

14. Photographs or Video Clips

Photographs or video clips of Customers taken by or on behalf of the Centre may appear in our brochures and marketing materials or on social media. If Customers do not wish to be photographed or filmed or do not wish for photographs or video clips of them to be used for the above purposes, please check or uncheck the relevant box situated on the booking form or please raise this matter with the course instructor.

15. Data Protection

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

15.2 The Centre:

15.2.1 is the data controller for the purposes of the Data Protection Act 1998;

15.2.2 will process your personal information in accordance with the Data Protection Act 1998 and the Centre’s Privacy Policy and will only disclose your personal information to third parties in accordance with our Privacy Policy.

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 Centre’s authorised staff; and

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

15.4 If you do not want us to use your data to send you our e-news and/or other marketing materials via email and/or post, please check or uncheck the relevant box(es) 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 at info@plasmenai.co.uk or by telephone on 01248 670964.

16. 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 its obligations under the Contract or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its 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.

17. Rights of Third Parties

A person who is not a party to this agreement (except (where applicable) any successors and permitted assigns) shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

18. Waiver

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

19. Applicable Law

19.1 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 English and Welsh law as applied in Wales.

19.2 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 courts of England and Wales.