**Simonside Outdoor Adventure – South Tyneside Council**

**Group Booking**

 **Terms and Conditions**

The purpose of this document is to explain to You the legal terms and conditions on which We provide Activities, whether You make a Group Booking by email, telephone, or in person at Our Centre. More details can be found at - <https://www.southtyneside.gov.uk/simonsideoutdooradventure>.

These Terms will apply to any Contract between You and Us in respect of Group Booked Activities. Please read these Terms carefully and make sure that You understand them, before making a Group Booking. Please note that before making a Group Booking You will be asked to agree to these Terms. If You refuse to accept these Terms, You will not be able to make a Group Booking.

We amend these Terms every so often. Every time You wish to make a Booking, please check with Us to ensure You understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language. When We use the words "writing" or "written" in these Terms, this will include email unless We say otherwise.

**Definitions**

A summary of the meanings of all words with capital letters used in these Terms can be found **-**

1. **Activity/Activities** means one or more of the activities listed on Our website (<https://www.southtyneside.gov.uk/simonsideoutdooradventure>) at the time of Your Booking as being open to Groups.
2. **Authorised Person** means a member of Our staff who is authorised to take Bookings.
3. **Booked Activity** means the Activity, Activities or Expedition You have booked.
4. **Booked Activity Date** means the day or days on which the Booked Activity takes place.
5. **Booking** means Your booking to take part in a Booked Activity.
6. **Booking Confirmation** means a notice from Us by post or email (at Our choice) which confirms Your Booking.
7. **Booking Invoice** means either the separate invoice which We send You with the Booking Confirmation, or the section of the Booking Confirmation, which sets out the payment due to Us by You.
8. **Centre(s)** means Simonside Climbing Wall, St. Simon Street, South Shields, Tyne & Wear, NE34 9SD; Water Activities Centre, River Drive, South Shields, Tyne & Wear, NE33 1LH and/or Akenshawburn Cottages, Bloodybush Road, Kielder, Northumberland, NE48 1HU.
9. **Change** means a change to Your Booking and/or Booked Activity.
10. **Contract** means in respect of a Booking, the provisions set out in the Terms (including the Special Requirements), the Booking Confirmation and Registration/Consent Form(s) together with any terms contained in any other document which We expressly identify as being legally binding, which shall constitute the contract between You and Us in relation to the Booked Activity.
11. **Event Outside of Our Control** means circumstances beyond Our reasonable control including, without limitation, changes in law, adverse weather conditions or other unsafe conditions, fire, explosion, storm, flood, natural disaster and/or any other conditions or events beyond Our reasonable control which We in Our absolute discretion decide, make it unsafe or impractical for one or more of the Activities or the Booked Activity to take place.
12. **Group** means You and the members of Your party who have been identified by You in the Booking and confirmed by Us in the Booking Confirmation.
13. **Group Leader** means You or the person designated and notified to Us on or before the Booked Activity Date as the person responsible for the Group.  A Group Leader must be aged 18 or over.
14. **Instructor** means a member of Our staff who is authorised by Us to lead, instruct, and coach You (and if applicable, Your Family) during any Booked Activity, Course or Sessions (or any part of them).
15. **Kit List means all equipment supplied by Us relevant to the Booked Activity.**
16. **Organisation**means a registered company, school, youth group or government body.
17. **Participant** means You, and/or any other person covered by a Booking.
18. **Pre-requisites** means the requirements that any or all Participants must meet before starting a Group Booking as detailed in these Terms and/or the Special Requirements.
19. **Property means, including but not limited to, the Centres, the Sites, including all accommodation, facilities, equipment, resources, and vehicles, owned, leased, or hired by Us, required for the delivery of and participation in, any Activity or the Booked Activity.**
20. **Registration/Consent Form**  means the form completed by either the parent/legal guardian of the Participant (if the Participant is a Young Person) or the Participant.
21. **Site**means the location or locations where the Booked Activity (or any part of it), take place.
22. **Site Rules** means the rules set out in the relevant section of the Terms and/or the Special Requirements, along with the rules which may be displayed on posters at the Centre(s) and around the Site and any rules which are provided to You prior to a Booked Activity or Booked Course commencing.
23. **Special Requirements means the document attached to the Terms.**
24. **Terms** means the terms and conditions and as applicable to Your Booking.
25. **You/Your** means the person contractually responsible under these Terms.
26. **Young Person/Young People** means a person or people who is/are under the age of 18 years; and
27. **We/Our/Us** means the Council of the Borough of South Tyneside of Town Hall and Civic Offices, Westoe Road, South Shields, NE33 2RL.

**1. Making Your Group Booking**

1.1.By making a Group Booking You confirm that:

a. You are aged 18 years or over,

b. You are authorised to make the Group Booking by and on the behalf of each member of Your Group, and where the Group Booking is made on behalf of an Organisation, that Organisation; and

c. You are able to accept these Terms on Your own behalf and on behalf of each member of Your Group.

1.2. You understand that it is a non-negotiable Pre-requisite that all Participants complete Our Registration/Consent Form and accept that it is Your responsibility to ensure that this is received by Us on or before the date as specified in the Special Requirements.

1.3. You should ensure Participants meet any Pre-requisites for the Activity you have booked which are outlined in the Special Requirements. If You are unsure whether You and Your Group meet any or all of the Pre-requisites, You should contact Us to discuss it with an Authorised Person.  Excluding 1.2, in some circumstances, We may allow a person to take part in an Activity who does not meet all the Pre-requisites, however, this must be confirmed by Us in advance in writing and is entirely at Our discretion.

1.4.  We are entitled to refuse the Participant's participation on the Booked Activity. Our decision will be final and be based upon the Participant’s physical, mental, emotional, and behavioural presentation. If You are unsure whether a Participant is likely to meet the criteria for the Booked Activity, You may wish to contact the Centre to discuss it with an Authorised Person.

**2. How the Contract is formed between You and Us**

2.1. These Terms and any Special Requirements together with the Booking Confirmation and the Registration/Consent Form completed by each member of Your Group together with any terms contained in any other document which We expressly identify as being legally binding, shall constitute the contract between You and Us in respect of the Booked Activity (Contract).   These Terms and all other documents constituting the Contract set out the terms and conditions on which You have made the Booking and shall apply to the Booking and Your and Your Group’s participation in the Booked Activity.

2.2. We may update these Terms from time to time. Please look at the top of this page to see when these Terms were last updated, and which Terms were changed. Every time You make a Booking with Us, the Terms in force at the time of Your order will apply to the Contract between You and Us.

2.3. The Contract between You and Us will only come into existence when We issue the Booking Confirmation by post or email. From that point onwards, these Terms and the Contract will become binding on You. A copy of these Terms will be attached to Your Booking Confirmation.

2.4. You must read these Terms carefully, and check that the details on the Booking Confirmation are complete and accurate.  If You think that there is a mistake, please contact Us within 7 days from the date of the Booking Confirmation to discuss.  We will confirm any changes to the Contract in writing to avoid any confusion between You and Us and the Contract will then be deemed amended accordingly.

2.5. You accept these Terms and enter into the Contract on Your behalf and on behalf of Your Group and You are responsible for all liabilities and obligations for the Group set out in the Contract.

2.6. If any of these Terms conflict with any other document We send You, these Terms will take priority unless explicitly stated otherwise by Us.

**3. Price and Payment**

3.1. You will be charged the prices as set out on our website  in force at the time You make Your Group Booking.

3.2. If Our costs associated with the Booked Activity and/or Our operations or the cost of services (such as contract catering) increases, We may increase the price payable by You for the Group Booking.  If We do increase the price payable by You in accordance with this clause, You are entitled to cancel the Group Booking and You will receive a full refund provided You notify Us of Your intention to cancel within 7 days of Us issuing the revised Booking Confirmation.

3.3. You can make a payment by cash, bank transfer, cheque and any credit or debit card.

3.4. If You are Group Booking on behalf of an Organisation, then upon request, We may at Our discretion agree not to send Our Booking Invoice to You until You have submitted a purchase order to Us subject to the remainder of this clause 3.4. Where We agree not to invoice You until You submit a purchase order to Us, such purchase order must be provided to Us within 7 days of the date on which We issue the Booking Confirmation, in default of which We shall be entitled to submit Our Booking Invoice to You, and You shall be liable to pay the same in accordance with these Terms.  No terms and conditions set out on the purchase order shall form part of the Contract and such terms shall not have any effect.

3.5. Following completion of the Booked Activity, We shall invoice You for the full amount owed to Us as agreed in Our Booking Confirmation.

**4. Changes or Cancellation by You**

4.1. If You need to alter, amend, reduce, or add to any aspect of Your Booked Activity Our staff will try (within reason) to assist You.  Where We can accommodate Your Change, the following will apply:

a. Changes may be made without an administration fee if You notify Us at least 30 days prior to the Booked Activity Date.

b. We are entitled to charge an administration fee of £30 if You notify Us of the Change less than 30 days prior to the Booked Activity Date to reflect Our costs of administering the Change.

c. If the Change increases the cost of Your Booked Activity, You will be invoiced for the additional amount which You must pay by the date stipulated on the revised Booking Invoice.

d. If the Change results in a decrease in the cost of Your Booked Activity You may be entitled to a reduction of the difference, at Our discretion, only if You notified Us of the Change at least 60 days prior to the Booked Activity Date.

4.2. For avoidance of doubt, if You or a member of Your Group:

a) Decides not to take part in a Booked Activity or withdraws at any point during the period of the Booked Activity, for whatever reason, You will not be entitled to a refund or to participate on an alternative Activity.

b) In Our view is either not physically or mentally able to complete the Booked Activity, You will not be entitled to a refund, but subject to Our discretion, may participate on an alternative Activity.

4.3. If You need to cancel Your Booked Activity You must notify Us as early as possible.  In respect of a Booked Activity, You will be liable to pay:

a. 100% of the cost of Your Booked Activity if We receive Your notice of cancellation in the 30 days prior to Your Booked Activity Date; or

b. 50% of the cost of Your Booked Activity if We receive Your notice of cancellation 31 or more days prior to Your Booked Activity Date.

c. Nothing if We receive Your notice of cancellation 60 or more days prior to your Booked Activity Date.

**5. Changes or Cancellation by Us**

5.1. Whilst We try not to make any Changes, We reserve the right to make minor Changes, or Changes required by law, to the facilities, the Activities, and/or Your Booked Activity (in whole or part) both before and after You receive the Booking Confirmation. We will notify You in advance where possible.

5.2. In exceptional circumstances We may need to Change or cancel Your Booked Activity in whole or part due to an Event Outside of Our Control.

5.3. If We must make a significant Change or cancel all or part of Your Booked Activity under clause 5.2 You are entitled to:

a. Receive a full refund of the Booked Activity affected; or

b. Make an alternative Booking.  If the alternative Booking is more expensive, We will ask You to pay the difference.  If the alternative is less expensive, We will refund the difference.

c. If the Event Outside Our Control affects only a part of the Booked Activity, We may at Our discretion permit You to nominate an alternative running of the instalment of the Booking which would have been held on that Booked Activity Date provided there are spaces available.

5.4. We do not accept liability or pay compensation (except as set out in clause 5.3 above) for an Event Outside of Our Control.

**6. Medical Conditions or Disabilities**

6.1. You must inform Us in writing if a Participant has a medical condition or disability which could reasonably affect his or her involvement in a Booked Activity and/or which will reasonably require special provision or adaptation, at the time You make the Booking, and the Participant must inform Us of the condition or disability on the Registration/Consent Form. If it arises later, You and the Participant must inform Us at the time You or the Participant becomes aware of it. Where reasonably practical, We will make reasonable adjustments to enable that Participant to participate in the Booked Activity in full, or (where not reasonably practical for the Participant to participate in full) to a lesser extent. In some circumstances it may not be reasonable or practical for adjustments to be made to the Booked Activity to allow that person to participate in the Booked Activity in whole or part.

6.2. In the event that any medical condition or disability is not disclosed at the time of Booking in accordance with clause 6.1, but such a medical condition or disability comes to Our attention at any time after We send the Booking Confirmation to You (including if You or the Participant subsequently submit a Registration/Consent Form or provide an update to a Registration/Consent Form which identifies such a condition or disability), We reserve the right to prevent or restrict the person concerned from participating in the Booked Activity (in whole or part) and You will not be entitled to any refund.

6.3. Each Participant must declare all medical conditions and disabilities on the applicable Registration/Consent Form. Our staff will make any reasonable adjustments to enable people with a medical condition or disability to participate in the Booked Activity, the amount of notice we are given of this may impact the adjustments we are able to make.

6.4. Our staff will not be able to administer any medication unless in an emergency or if We have received written consent from the Participant or, where the Participant is a Young Person, from his or her parent or legal guardian.

6.5. Please note that, should any Young Person require medication whilst participating in the Booked Activity the Group Leader must take responsibility for this.

6.6. In particular, please note:

a. Participants who suffer from asthma must keep their inhalers with them at all times for all Booked Activity.

b. Participants who may require medication in an emergency such as, but not limited to, insulin, aspirin, GTN, must carry it with them at all times unless specifically stated otherwise in writing.

c. Participants who are prescribed adrenaline auto-injectors must keep their auto-injectors with them at all times during the Booked Activity.

d. The decision to participate in an Activity belongs to the Participant or their parent or legal guardian. We can provide you with guidance relating to the Activity and, in extreme cases, reserve the right to restrict your involvement if We have concerns that the Activity may put you at unnecessary risk due to your current condition.

e. We reserve the right to impose or include any other restrictions or obligations relating to a medical condition (details of which are included in the Special Requirements) which must be complied with by You and all Participants for the duration of the Booking.

**7. Consent Forms for all Participants and Responsibility for Young Persons**

7.1. A Participant will not be permitted to take part in the Booked Activity unless he/she

has completed, signed, and returned to Us a Registration/Consent Form by the date indicated in the Special Requirements.

7.2. Consent Forms for Young Persons must be signed by the Participant’s parent or legal guardian.

7.3. Please note that, in accordance with clause 2.1, each Registration/Consent Form forms part of the Contract relating to the Booking.

7.4. The following conditions apply in respect of a Group which includes Young Persons:

a. the Group Leader must remain on Site with the Group for the duration of the visit and, if reasonably required by Us, take part in the Booked Activity.

b. if a Young Person refuses to accept or follow the Instructor's instructions, he/she automatically fully becomes the responsibility of the Group Leader and the accompanying adults.

**8. Data Protection**

8.1. We will use the personal information You give to Us:

a. to provide the Booked Activity,

b. to process Your payment for the Booked Activity,

c. to inform You or the relevant Participant about similar products or services that We provide, but You or the relevant Participant may stop receiving these at any time by contacting Us; and

d. as otherwise set out in Our Privacy Notice, which is updated from time to time, and can be viewed on our website; <https://southtyneside.gov.uk/simonsideoutdooradventure>

8.2. Where You give personal information to Us which relates to a member of the Group, You must ensure that You obtain consent from the relevant member of the Group for Us to use such personal information in accordance with clause 8.1.

8.3. The Registration/Consent Forms will be securely stored and destroyed when no longer required in line with the Data Protection Act 2018.

**9. Site Rules and Behaviour**

9.1 You are responsible for Your own actions and the actions of all Participants in Your Group and the effect that these may have on others. You must abide by and will ensure that Your Group is made aware of and abides by the Site Rules and that reasonable care is taken of Our Property.

9.2. The Site Rules include but are not limited to:

a. Each Participant must listen to and follow the instructions of each Instructor and Our staff.

b. We reserve the right to recover the cost of repair or replacement value (whichever is the lesser) from You if Our Property is damaged by You or any member(s) of Your Group.

c. We do not accept responsibility for any personal property which includes (but is not limited to), electronic devices, vehicles, money, clothing, jewellery and watches.  Personal property remains the Participant’s responsibility at all times, and valuable items should not be taken on Site.

d. We have a non-smoking/vaping policy on any Site. Adults may smoke/vape only in any designated smoking area We may designate, and they must be out of view of Our other non-smoking/vaping Participants.  Young Persons are not permitted to smoke/vape anywhere on the Site.

e. Consumption of alcohol on Site is not allowed during any Booked Activity. Illegal substances are not permitted on the Site.  Persons who have consumed alcohol or/and illegal substances will not be permitted to take part in any Booked Activity and shall be removed from the Booked Activity.

9.3. The Site Rules may be updated by Us from time to time.  We will inform You of any significant changes to the Site Rules prior to the first Booked Activity (which You and Your Group must comply with).

9.4. If We think (in Our absolute discretion) a Participant is:

a. causing danger or distress to other Participants, Our staff, or anyone else,

b. wilfully causing damage to Our Property,

c. failing to comply in full with any instruction given by an Instructor or a member of Our staff,

d. not complying with the Site Rules; or

e. under the influence of alcohol or any other drug (whether illegal or legal),

that Participant or Your Group as a whole may be prevented by Us from participating (or participating further) in the Booked Activity (in whole or part) and may be required by Us to leave the Site immediately. In such circumstances We will not be liable for reimbursing the cost of the Booked Activity (in whole or part) or contributing to any expenses You may incur in removing that Participant(s) and making alternative arrangements. In circumstances where We assist in the arrangements made regarding the removal of a Participant(s) from the Booked Activity, You will be liable for the reasonable costs incurred by Us in doing so.

**10. Accidents and Our Liability**

10.1. You acknowledge and accept on behalf of You and each member of Your Group that adventurous activities by nature carry an element of risk of injury or death. All Participants acknowledge and accept that risk when taking part in a Booked Activity. It is Your responsibility to ensure that all members of Your Group understand and accept the risks involved and that, in the case of each Young Person, parental permission has been obtained. By agreeing to these Terms and entering into the Contract You confirm for Yourself and on behalf of Your Organisation that such parental consent has been obtained.

10.2. If We fail to comply with Our obligations under these Terms, then We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into the Contract.

10.3. For the avoidance of doubt, We accept responsibility should You or a member of Your Group suffer death, or personal injury to the extent that it is caused by Our negligence or the negligence of Our employees, agents, suppliers or sub-contractors (provided they are working as specifically instructed by Us).

10.4. We do not accept liability for death, or personal injury to the extent that it was due to:

a. the act(s) and/or omission(s) of the Participant(s) affected,

b. the Participant(s) affected or any other Participant failing to follow the Site Rules or the person or member of Your Group failing to comply with any provision of the Contract (including, but not limited to, clause 6 of these Terms),

c. the Participant(s) affected or any other Participant failing to follow the instructions of an Instructor or Our staff; or

d. the person affected failing to inform Us of a pre-existing medical condition.

10.5. Should an accident occur an accident report form will be completed and will need signing by the person affected. If necessary, the accident will be investigated further in order to assist in preventing any further accidents.

10.6. For avoidance of doubt, We do not provide insurance for personal accident, loss or damage to personal property or for cancellation. Each Participant is required to provide his or her own insurance for these events.

10.7. Vehicles brought to the Site (including, but not limited to Our car parking facilities) remain the responsibility of the vehicle owner and/or driver at all times.  We do not accept liability for any damage caused to vehicles whilst at the Site except where damage was caused as a result of Our negligence or the negligence of Our employees, agents, suppliers or sub-contractors (provided they are working as specifically instructed by Us).

**11. Lost Property**

11.1. Valuables, medication, and small items will be kept for a maximum of 4 weeks and if not claimed will be disposed of.

11.2. Due to the volume of clothing that gets left on the Sites, all items of clothing are disposed of after a maximum of 4 weeks.

11.3. For avoidance of doubt, We do not accept any responsibility for any personal item including valuables deposited in the office for safe keeping.

**12. Other important terms**

12.1. We may transfer Our rights and obligations under the Contract to another organisation, and We will always notify You in writing if this happens.  We will only transfer Our rights and obligations under the Contract in circumstances where Your rights under the Contract are not prejudiced.  In any other circumstances, We will obtain Your consent prior to such assignment.

12.2. This Contract is between You and Us. No other person shall have any rights to enforce its terms.

12.3. Each clause of the Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.4. If We fail to insist that You perform any of Your obligations under the Contract, or if We do not enforce Our rights against You, or if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations.  If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any other default by You.

12.5. These Terms are governed by English law. This means that a Contract between You and Us and any dispute or claim arising out of or in connection with it will be governed by English law. You and We both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if You are a resident of Northern Ireland, You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.

**13. Feedback**

We ask all Groups to complete a feedback form about their Booked Activity. This can be completed anonymously. If there is any reason to complain about Your Booked Activity, please inform Our office at the Centre(s), who will endeavour to help You. You can also submit a complaint in writing using our online complaints form (<https://southtyneside.gov.uk/article/5484/How-to-complain>), send or hand deliver to Us at South Tyneside Council, Town Hall and Civic Offices, Westoe Road, South Shields, NE33 2RL or, telephone Us on 0191 427 7000, as soon as reasonably practicable after the Booked Activity. Failure to follow this procedure may prevent a full investigation of the points that You raise. We therefore reserve the right to refuse to accept liability for any complaint or claim that is not reported in accordance with this procedure unless the complaint or claim involved death, personal injury or serious illness requiring hospital treatment.