



Booking Terms and Conditions

This Agreement

This Agreement is between Octopus Uk Ltd T/A Morfa Bay Adventure whose registered office is at Morfa Bay Adventure, West Park, Pendine, Carmarthenshire, SA33 4PJ, ("Morfa Bay Adventure" or "We") and

You ("the customer" or "you")

Your Contract

Our acceptance of your initial payment forms a contract between Morfa Bay and you the Customer. A contract only exists after payment has been received by us and we have confirmed your booking by way of an email confirmation.

When making a booking, you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. You are responsible for making sure your party adheres to our Terms and Conditions.

If any information given on the confirmation or any other document appears to be incorrect or incomplete, you must inform us immediately, as it may not be possible to make changes later. We regret that we cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of our sending it out.

At the time of booking, you will be required to provide your personal details and confirm that you have accepted the booking conditions on behalf of the group. We will send all correspondence to you and will consider you responsible for keeping all group members informed. We cannot discuss the booking or enter into communication with any other member of the booking, parent or third party.

In the event that the booking is being made on behalf of someone else, and the person making the booking is not actually taking part in the trip, that person is still deemed the 'Lead Guest' and the same booking conditions apply. When booking on behalf of other people or on behalf of a group, it is the responsibility of the Lead Guest to ensure all interested parties are aware of all of the booking conditions, e.g. parents.

All bookings notifications and payments related correspondence from us is sent via email. It is your responsibility to ensure all such emails are read and adhered to in accordance with these booking conditions. Unless informed otherwise, it will be deemed by us that all emails have been received and understood. We cannot accept failure to adhere to our booking conditions due to incorrect contact details or inactive email accounts.

Bookings made through agents or third-party websites may be subject to their own terms and conditions and payment policies. Our contract will be held with the agent and all communication will be made through them.

These conditions apply to the exclusion of any other terms that seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing unless confirmed by us to you in writing.

We may need to update these conditions from time to time. Where we do, we will advise you of the change before we accept your booking.

We cannot accept bookings from persons under the age of 18 years.

Bookings & Payments

Morfa Bay Adventure will provide a draft programme outline and quote which will be amended where necessary to suit your school/college/group needs, based on expected numbers attending.

Once the programme, an approximate number of participants and quote has been agreed, we will issue a deposit invoice for either 30% of the expected cost of the booking or £50 per person.

Upon receipt of the deposit payment, Morfa Bay will issue a booking confirmation and the Booking Form must be returned with the Lead Guests signature. The deposit is non-refundable.

You must provide final numbers and your completed Booking Form 10 weeks prior to your first activity.

Eight weeks prior to planned activities, Morfa Bay Adventure will issue a balance invoice based on confirmed numbers. This balance invoice is due on receipt. If you do not pay your balance within the above time scales, you may incur further charges in accordance with the Late Payments of Commercial Debts (interest) Act 1998.

Payments can be made by cheque or bank transfer. If the deposit is paid by credit card or debit card, the balance will be automatically debited from your card on the due date and may be subject to additional charges.

If the planned activities will take place within 8 weeks of your booking date, you will be required to provide accurate numbers at the time of booking and will be invoiced in full.

General Terms

It is the customer's responsibility to arrive on time for their scheduled activity. If you do not arrive on time we cannot guarantee participation.

All clients, observers and their guests are required to act responsibly and courteously at all times, and to respect our staff and other clients.

We reserve the right to prevent any person from undertaking or completing the activities in the event that we deem their behaviour to be unsuitable. No refund will be payable in such circumstances.

Morfa Bay Adventure operates a no smoking policy whilst taking part in activities, in all buildings, vehicles and whilst on-site.

Visitors of clients - please note that only paying clients have access to our facilities/buses or accommodation. Refusal will not necessarily be denied if permission is sought. Pets are generally excluded on the grounds of others' comforts, health and safety.

Staff members are required to accompany and manage students on all activities and excursions. We reserve the right to delay/postpone the commencement of an activity until a staff member is in attendance.

Coach/Taxi travel may form part of your booking. By law, all British coaches transporting young people under 16 years of age are required to be fitted with lap belts. All coaches contracted by us will conform to this requirement. The Lead Guest and other accompanying staff members are responsible for ensuring that the lap belts are worn at all times during coach travel.

You will be issued with an itinerary prior to arrival, with full details confirmed as part of your welcome meeting. This will include all meal times and activity times. We ask that you be on time for all bookings. Our partners reserve the right to cancel a meal/activity should your group be late to attend. This includes evening meals on the day of arrival. We may be unable to offer meals with a late arrival/early departure.

Accommodation

All rates are based on shared accommodation on full room occupancy. All rooms are private, shared only with your group. Staff rooms are allocated based on three sharing. We can offer single or twin supplements for guests over the age of 18 at an additional cost (subject to availability).

Should you need a room for persons with special requirements, please contact us at your earliest opportunity.

General wear and tear is expected however we reserve the right to pass on any charges incurred for damage to property or excess cleaning duties. In extreme cases this may include charges for business interruption.

It's the Lead Guest's responsibility to ensure that no group member:

- Under the age of 18 consumes alcoholic beverages.
- Smokes in any accommodation or on Morfa Bay Adventure premises.
- Behaves in any other which may cause a fire hazard.

Organiser Declaration

Morfa Bay Adventure has a strong track record of introducing people to a lifetime of adventure. We employ expert guides and have over thirty five years experience operating on the Carmarthenshire/ Pembrokeshire coastline, so you can be confident that your group is in safe hands.

We do not ask participants in group programmes to complete activity consent forms. Our contract is with the individual, group, company or school which made the booking. Organisers should, however, gain appropriate informed consent from the participants or their parents or guardians for under 18's. Morfa Bay Adventure does not need to see individual consent forms but ask that the following statements are included in your own consent form.

Health Statement: "Each adventure session may require the participant to take part in continuous, moderate exercise for several hours. I believe that the participant is capable of this, taking into consideration the information disclosed within the registration document".

Risk Statement: "I accept that outdoor/adventurous activities can consist of elements of real risk and that Morfa Bay Adventure cannot eliminate these risks without undermining the adventure experience or the reason for taking part. I consent to the named participant taking part in the session(s) in question".

Media Statement: "I am happy for any photographs taken of the participants during the activities/adventure experiences to be used in the media and be part of our archive".

Morfa Bay Adventure has a duty of care to all of our customers and therefore we request summary information about participants. This includes medical and dietary information so that we can plan ahead to best meet your group's needs. For more information, see our Privacy Policy.

Where participants are under the age of 18, you confirm that by providing Morfa Bay Adventure with their information that parents/Guardians have read and agreed with the statements above, and that you are acting in loco parentis for the participants listed, with the knowledge and permission of their legal parent or guardian.

The group leader and assistant leaders retain ultimate responsibility for participants at all times during adventure activities, even when the group is under instruction by a member of Morfa Bay Adventure staff.

Activity Insurance

We are licensed by the Adventure Activities Licensing Authority, Licence number: R0773. We have Public Liability insurance up to £5,000,000 but can be increased to £10,000,000 if needed. These documents are available on request at any time.

We recommend that you arrange adequate personal insurance cover for activities, holidays and courses. You should note that many travel insurance policies exclude cover for certain sporting activities, so you should carefully check the terms of any proposed insurance policy to ensure that it meets your requirements.

Cancellations & Amendments

By you:

Should you wish to change the details of your booking after we have confirmed the details, we will do our best to help you. We reserved the right to charge an admin fee of £25 (+VAT) if the change reduces the overall cost and to pass on to you any costs we incur from our suppliers in making the requested alterations. If the change increases the value of the programme then the admin fee will be waived.

When making a booking for more than 10 weeks ahead, Morfa Bay Adventure recognises that expected numbers of attendees can change, and allows for such changes to be made to attendee numbers of plus or minus 10% without any changes to the 'per person' rate where no further resources/services are required. Morfa Bay Adventure reserves the right to change the 'per person' rate where further resources/services are required due to the change in numbers.

Should you wish to cancel the event or make a significant change which greatly reduces the package you have booked (for instance cancelling more than 10% of group places or specific elements of your package) the following cancellation fees:

Days before first activity	Charge
70+	Deposit
69 - 29	60%
28 - 15	75%
14 - 1	90%
On or after arrival day	100%

The date of effective cancellation/amendment is calculated on the day of receipt of written advice. Please note that cancellation charges may be reclaimed, via your insurance, provided that the cancellation occurs within the terms of your policy.

Should you decide to finish the trip before the booked departure date for any reason, no refund will be available for the remaining activities/night(s).

By Us:

Should Morfa Bay Adventure be forced to cancel a booking or make amendments due to our inability to provide resources or staff, we will inform you as soon as possible with suggested alternatives. Should these not be satisfactory or suitable for you, we will refund all monies within 14 days.

The price of your course can be varied due to government action, such as changes in VAT or any other government-imposed changes/currency changes.

Our adventure activities take place in the outdoor environment which means that the weather and other unforeseen circumstances can sometimes prevent us from running the planned activities. Any changes we are forced to make will be based on ensuring your safety and providing you with a quality experience. We will inform you as soon as we have made an assessment that such a change is necessary so that we can arrange alternative activities/locations/itineraries for your programme which will be suitable for the whole group. Refunds are not normally provided in such circumstances.

In the event of a location change, clients who are not using transport provided by Morfa Bay will have to make their own way to the alternative activity venue.

If due to 'Force Majeure', we are unable to fulfil our contract with you, you will not be due compensation. This relates to extremely unusual, unpredictable or unforeseeable circumstances beyond our control which generally affects us all. These may include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, government action, health pandemics or epidemics and extreme weather and its effects or conditions which make normal operations impossible to continue or dangerous.

The arrangements in your programme and quote are given in good faith. Occasionally we have to make changes and we reserve the right to do so at any time.

Liability

Morfa Bay Adventure Guides are knowledgeable, experienced and will always prioritise customer safety. We accept responsibility for the safe running of all adventure activities run by our staff or freelance guides but will not accept liability for personal injury sustained by participants that happen as a result of participants not following instructions.

In the absence of any negligence or other breach of duty by us or our employees and agents, you will be responsible for any loss, theft, injury or damage to your own vehicles, their contents, fittings or accessories. In the event of a breach of this contract by Morfa Bay Adventure, we shall not be liable for any loss, damage cost or expense arising out of the breach which was not reasonable at the date the contract is made, except in respect of

death or personal injury resulting from any act or omission on the part of Morfa Bay Adventure.

Morfa Bay Adventure will only be liable for loss or damage caused by the proven negligence or fault of the company or its employees in performing their obligations under this agreement.

Safety, Fitness & Property

If participants choose to ignore reasonable instructions, our guides have the right to exclude them from the whole or part of their session and cannot accept any responsibility for any liability, loss, expenses or damages arising as a result.

Safety is our highest priority and we only take out clients who are fit and free from the influence of alcohol or illegal drugs prior to and during their activity. If in our opinion the participant is not considered to be sufficiently well, fit or able to take part in their activity, we reserve the right to exclude them at any time before or during the activity, in which case Morfa Bay Adventure will not accept liability for any damages, loss or expenses.

Your Property:

We can store phones, wallets or keys whilst you are with us, but it helps us if you minimise the amount of belongings you bring with you. Items left in our care are left at the owner's own risk and personal items taken on sessions remain participants' responsibilities.

Morfa Bay Adventure Property:

In the same way that we will respect any of your property left in our care, we also expect you to take care of Morfa Bay Adventure property, and agree to incur the cost of replacement or repair of any equipment damaged as a result of your negligence or misconduct.

Personal Information

We have security measures in place to protect the personal booking information held by us. The contact details supplied by participants/parents/guardians will only be used to fulfil course administration and to communicate details of Morfa Bay Adventure and our associated companies' products and services.

The personal information supplied will only be used to allow our employees, agents, subcontractors and suppliers to provide the promised service to our normal high standards.

Complaints

Should you be unhappy with any element of your arrangements, you should notify us immediately.

If you continue to be dissatisfied on your return, you should write to us, setting out your points within 14 days of returning from your event. As long as the above conditions have been observed, the matter will be investigated and a reply will be sent to you within four weeks of the receipt of the complaint.

To agree to these terms and conditions please complete the following details to be included as a digital signature

Group/School Name*

Organiser Name*

First Name/Last Name (i.e. Henry Davies)

Role*

Email*

Phone*

Direct Dial or Mobile

Signature

Date
