



Terms Updated On 29th June 2024

Below you can find the Kendal Activity Centre Terms & Conditions covering our general terms of service, and cancellation-specific terms.

Cancellation

Please see below your options for cancellation / re-arrangement of your event.

Cancellation Of Full Event

More than 2 weeks before your event, loss of full deposit fee (20% of booking value).

Less than 2 weeks before your event, loss of full payment (100%).

Date Amendments

For any amendment greater than 2 weeks, no charge is applied.

For any amendment less than 2 weeks, a 10% admin fee (Minimum £25) will be applied per booking.

Please note we cannot accept any amendments within 48 hours of your event.

Drop In Numbers

For any drop in numbers greater than 2 weeks, loss of 20% deposit fee for each person.

For any drop in numbers less than 2 weeks, loss of full payment for each person (100%).

Your booking usually prevents others from booking at a specific time on a specific date and is therefore subject to a recognised cancellation policy for sporting activity



bookings, which is in line with Regulation 6 within the Distance Selling Regulations issued by the Office of Fair Trading. This means that, once the booking is in place, your right to cancel without penalty ends:

Our accepted date of cancellation is when your written cancellation is acknowledged in writing by us. Email: info@kendalactivitycentre.co.uk. If catering or any other supply is included in the package, this may also be subject to cancellation charges. The 2 week rule (14 Days) includes weekends and bank holidays. Any reduction in numbers must also be in writing and acknowledged in writing by us to be considered valid. Any changes in participant numbers are subject to the same cancellation charges as stated above. Verbal changes and cancellations are not accepted in any circumstances.

General

Please find below our booking terms and conditions:

Health & Safety

Due to the nature of our activities, they are physically demanding and have the potential for minor injury, therefore please read and seek advice, either from your doctor or ourselves (Kendal Activity Centre LTD), accordingly on the following medical conditions;

- Pregnancy
- Back pain or muscle injuries High blood pressure
- Epilepsy or similar conditions

Booking Process

We have numerous ways in which bookings can be made and accepted; email (info@kendalactivitycentre.co.uk), using the contact form on our website or via telephone (01539 292297). All bookings require either a 20% deposit or full payment



at the time of booking to hold the date and time requested. You are advised which type of payment at the time of booking.

The remaining balance is due (2 Weeks) 14 days before an event.

Confirmation

On receipt of the required payment and final availability check, you will receive confirmation of your booking – which will detail full venue contact details and any other specific information, and a receipt for your payment. If you do not receive these details, contact us immediately. If you fail to do this and subsequently cannot find the venue you must accept full responsibility. We can be contacted by phone seven days a week between the hours of 9am – 6pm on 01539 292297, alternatively we do have a voicemail answer machine system in place and endeavour to reply to any message within 24hrs. Please have full details of your booked event to hand.

Incumbent Weather & Mitigating Circumstances

If an activity is cancelled due to bad weather or any other unavoidable circumstances, your booking will be rescheduled to a mutually convenient date for you and the venue. You can choose a date up to three months after the original booked date. Refunds are not applicable. Should you only be in the area of your booked event for a limited period of time and are unable to return to the same venue, we will either provide you with vouchers to the value of your event, or hold your monies on credit so you can book into a more conveniently located venue on a date of your choosing up to 3 months after the original booked date.

Exclusion From Our Site

Kendal Activity Centre LTD have the right, at all times, to refuse participants access to the booked activity at any stage of the booking and remove them from their venue if in their opinion the participants are under the permitted age; are the incorrect height or weight; are unfit to take part in the activity because of physical or mental impairment; be under the influence of alcohol or drugs; have arrived too late to take part in the pre-activity briefing; consider them to be a danger to themselves, other



participants or members of staff ; or are displaying aggressive and abusive behaviour (verbal or physical). If any of these occurrences apply, the booking will have been deemed to have been cancelled and cancellation charges will apply. There are no exceptions.

Personal Safety And Health Requirements

Whilst all our activities are as safe as they can be given their inherent physical dangers, it **MUST** be understood that all safety instructions, directions, warnings and all other instructions must be followed at all times during your time at the venue. You must listen carefully to all safety instructions and ensure you are wearing any safety equipment or clothing properly. If in any doubt you must seek further guidance and help from the team immediately. You must not attempt to go beyond your capabilities or engage in risky or daring behaviour other than what is involved in the activity itself. It is a given that you undertake the activity with the full understanding of the risks involved and accept responsibility for your own safety together with that of any minors for whom you have responsibility. You will be asked to sign a disclaimer before taking part in many activities to say you are mentally and medically fit and well. If you are in any doubt about the suitability of the activity for you, you must check with your GP prior to making any booking. If you refuse to sign a disclaimer at the venue you will not be able to take part and such an action will be treated as a cancellation.

Activity Descriptions And Restrictions

All the activities are described in as much detail as possible and are correct at the time each booking is made. All timings for activities are the total time for the sessions and not an indication of a per person allocation. From time to time activities do change both in price, type and duration. Our team will make every effort to provide additional information and clarification about any of our featured activities, however customers are deemed to have thoroughly familiarised themselves with the activity description, all restrictions, including height, weight and age restriction as detailed on our websites before booking the activity. No responsibility can be accepted by us for an inappropriate booking if you do not familiarise yourself with all



aspects of the activity in question at the venue chosen either on our website or through your own enquiries before placing a booking. This is your responsibility.

Complaints

If you are dissatisfied with your activity in any respect, or you have any other complaint about the activity provider or any other matter in relation to the venue or its performance, then you must speak to the team on the day and come to an agreement about how you can resolve the situation. It will not be considered reasonable if you have not brought your dissatisfaction to the attention of the team at the time and then complain later. If you take part in an activity, either the booked activity or a replacement offered by the activity provider on the day, it is deemed that you consider that the activity of which you took part is entirely acceptable to you and that a complaint at a later date is unlikely to be considered. Should you have a complaint about the actual booking process, please email: info@kendalactivitycentre.co.uk. All communications with Customer Services must be in writing, as this ensures that all aspects of the communication between us are clear and unambiguous. Once received, we will investigate and discuss the matter with the relevant parties. When we have gathered all the necessary information, we will get back to you.

Refunds

Should you be deemed eligible for a refund the absolute maximum amount this will be is the monies you have paid to us and will not extend to consequential loss or claimed inconvenience or stress howsoever caused. No exceptions are made in this regard. If you have taken part in any activity during the booked event in question, regardless of the circumstances or conditions under which you took part, then this will negate any refund claim.

Office Of Fair Trading And Trading Standards

This company complies with regulations and guidelines as laid down by the Office of Fair Trading and Trading Standards for the service we offer. We welcome any inspection of our processes in this regard.



Data Protection

The Company complies with the principles of the Data Protection Act 1998 and is registered. Those principles require that data be:

- Fairly and lawfully processed
- Processed for limited purposes
- Adequate, relevant and not excessive
- Accurate
- Not kept longer than necessary
- Processed in accordance with the data subject's rights
- Secure

Trademarks And Brand Name

No one may use our names, trademarks, domain names or logos for any purpose without our express written permission. Any unlawful use of our brands will be dealt with by law.

Our Terms

All bookings will be subject to these same terms and conditions without exception. All customers will have deemed to have made themselves aware of these Terms & Conditions and will have accepted them in their entirety and without exception as part of their booking with us. No verbal or other communication overrides these terms and conditions in any respect whatsoever.

Severability

All of the provisions, clauses and paragraphs in these Terms and Conditions should be read and construed independently of each other. If any provision, clause or paragraph in these Terms of Business is held to be invalid or unenforceable, such



provision, clause or paragraph will be struck out, and the remaining provisions, clauses and paragraphs will remain in force.

Statutory Rights

Your statutory rights are not affected.

Jurisdiction

These Terms and Conditions are subject to the laws of England, Scotland and Wales and you agree to submit to the jurisdiction of the courts in area in which you are domiciled.

Force Majure

The Company will not be liable for any delay or failure to carry out any of its rights, duties and responsibilities under these Terms and Conditions if the delay or failure is caused by circumstances outside of the control of The Company, including, but not limited to acts of god, war, civil disorder or industrial dispute.

Waiver

Failure by this Company to enforce any of its rights under these Terms of Business is not to be regarded as a waiver of those rights unless the waiver is confirmed in writing. If this Company decides to waive any of its rights under these Terms of Business, this will not inhibit this Company from enforcing those rights at any or all times in the future.

Privacy Policy

If you wish to know how we use your data. Please view our privacy policy which can be found on the footer of our website. All information received is kept securely in



compliance with all current HSE and GDPR regulations and will not be passed on to 3rd parties.

We appreciate that this is a lot to take in, yet we aim to ensure you have the best possible experience with Kendal Activity Centre LTD.