

## **Booking Terms & Conditions Wild North Discovery Holidays**

Wild North Discovery,  
Unit B3, Durham Dales Centre,  
Castle Gardens,  
Stanhope,  
Co. Durham,  
DL13 2FJ



### ***IMPORTANT***

***Please read this information before completing our booking form.***

The following Booking Conditions together with the general information contained in our brochure form the basis of your contract with Wild North Discovery. Please read them carefully as they set out our respective rights and obligations. If you have any questions about them please do not hesitate to contact us.

In these Booking Conditions, “client”, “you” and “your” mean all persons named on the booking (including anyone who is added or substituted at a later date). “We”, “us” and “our” mean Wild North Discovery. “Discovery Holiday” means any of the activities lead by Wild North Discovery including single day events.

### **1. Making your booking and payments**

To confirm a booking, you or the party leader must complete and sign our booking form. He/she must be authorised to make the booking on the basis of these Booking Conditions by all persons named on the booking. By signing the booking form, you or the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made. All bookings are subject to our Booking Conditions.

The completed signed booking form must then be sent to us. Once we have received your booking form, we will, subject to availability, confirm your holiday by issuing a confirmation invoice. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. This invoice will specify the deposit to be paid within seven days and the date for receipt by us of the balance or it may be for the full amount if your booking is made within 42 days of the start date of your holiday. If no date is specified for the final payment this should be made no later than 28 days before the start date of your Discovery Holiday.

Accommodation is to be paid by you under separate contractual terms and conditions to the accommodation provider. Wild North Discovery are not the accommodation provider. On receipt of your booking we will look for accommodation that fits within the requirements you specify. We will

provisionally book you with a compatible accommodation provider who you must contact within 14 days of receipt of our confirmation invoice to confirm your accommodation booking. You may be required by the accommodation provider to pay a deposit for your accommodation at this point.

Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

If we do not receive all payments due in full and on time, we will be entitled to treat your booking as cancelled by you and retain all deposits paid or due at that date.

## **2. Your contract**

Agreement on the basis of these terms and conditions arises upon the fulfilment of all of the following actions:

***Receipt by Wild North Discovery of a properly completed booking form, the issue of a confirmation invoice and subsequent payment of a full fee or the deposit specified followed by clearance of the full fee or deposit into Wild North Discovery's bank account.***

Wild North Discovery reserves the right, in its absolute discretion and without the need to give reasons, to refuse to accept a booking. In such circumstances no agreement arises and Wild North Discovery will return any payment and the booking form.

The agreement is between Wild North Discovery and the client and is the sole agreement between those parties. Accommodation must be paid separately to the accommodation provider and does not form part of this contract. No variation of these terms and conditions shall be applicable unless agreed in writing by Wild North Discovery before the relevant Discovery Holiday.

The agreement is governed by English law.

## **3. Cancellation by you**

You may cancel your booking at any stage, provided you do so in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. To protect yourself against this eventuality you should ensure that you purchase travel insurance at the time of booking. As we incur costs from the time we confirm your booking the charges set out below will apply:

Cancellation more than 28 days before the Discovery Holiday starts the deposit is forfeited.

Cancellation less than 28 days before the Discovery Holiday 100% of the fee is payable

The client acknowledges that it is reasonable for such penalties to arise given the need for Wild North Discovery to make preparations for a Discovery Holiday substantially in advance of the date of the holiday.

#### **4. Changes by you**

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests.

#### **5. Changes and cancellation by us**

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochures, leaflets and our web site and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so.

Where a change is a minor change, we will, if practicable, advise you before commencement but we are not obliged to do so or to pay you compensation.

If we have to make a major change or cancel, we will tell you as soon as possible. If there is time to do so, we will offer you the choice of the following options:-

(i) accepting the change.

(ii) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper.

(iii) cancelling or accepting the cancellation and accepting a full refund of all monies paid.

Please note that the above options are not available where any change made is a minor one.

No liability beyond offering the above mentioned choices can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or where we have to cancel because the minimum number of persons required to operate your holiday

has not been reached. In this case we will notify you by the deadline specified (usually 42 days prior to the start date).

We specialise in activities that are at the mercy of natural variables including the weather. Consequently we must always be flexible, and we contract only to aim at a proposed itinerary or programme of activities, not necessarily to fulfil it rigidly. We reserve the right to change an itinerary or programme of activities at any time, and will not be held liable for any loss whatsoever caused as a result of any alteration.

There may be occasions when, for no fault of our own, we are forced to bring a Discovery Holiday to an early close. In these circumstances the client will be offered the opportunity to participate in a Discovery Holiday of comparable duration to the time lost, at no extra charge from Wild North Discovery.

## **6. Prices**

Whilst every effort is made to limit prices to those given in our publicity materials, we reserve the right to alter prices should costs in running a Discovery Holiday increase for reasons beyond our reasonable control (including, without limitation, the cost of labour, transport and materials).

In the event that a price is altered the client will be notified as soon as reasonably possible and the balance of the altered price will be payable on the same terms as the original price.

In the event of the price being increased by 15% or more the client may opt to cancel the booking and will be then entitled to a refund of all monies then paid.

## **7. Force majeure**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

## **8. Our liability to you**

(1) Our Discovery Holidays take place in the open countryside and are by their very nature not absolutely free from hazard. We will make every effort to minimise risk to you and will instruct you in the safe negotiation of such risks as may remain. You acknowledge that there are circumstances in which an

accident could befall you without Wild North Discovery being at fault and you accept that you are taking part at your own risk.

(2) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable, as part of our contract with you, are made, performed or provided with reasonable skill and care. Please note that it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(3) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or
- 'force majeure' as defined in clause 7 above

(4) Please note, we cannot accept responsibility for any services which do not form part of our contract with you. This includes accommodation provision and any additional services or facilities which your accommodation provider or any other supplier agrees to provide for you where the services or facilities are not advertised in our brochures, leaflets and web site and we have not agreed to arrange them. In addition, regardless of any wording used by us on our website, in any of our brochures or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(5) The promises we make to you about the services we have agreed to provide or arrange as part of our contract will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with laws and regulations applicable to those services at the time, the services will be treated as having been properly provided.

(6) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any business losses.

## **9. Excursions, activities and brochure information**

The information contained in our brochures, leaflets and our web site is correct to the best of our knowledge at the time of production. We may provide you with information (in our brochures, leaflets, web site and/or when you are on holiday) about activities and excursions which are available in the area you are visiting.

We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 8 of our Booking Conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally (except where this concerns the services which will form part of your contract) or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control.

## **10. Conditions of suppliers**

Some of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you,

## **11. Conduct and Health and Safety**

For Health and Safety reasons during a Discovery Holiday you will be required to submit to the reasonable instructions of the Wild North Discovery representative. Persons attending a Discovery Holiday are entitled to expect a high standard of conduct and regard for personal safety and well being on the part of all clients. For this reason the client accepts that we may, at our discretion ask an individual or individuals to leave the Discovery Holiday. In such circumstances the client will not be entitled to a refund of monies and we will not be liable for any losses so resulting. The client may be required to reimburse us any costs incurred in this eventuality.

## **12. Insurance**

Wild North Discovery is covered to a level of £5,000,000 for Public Liability and is insured as an Outdoor Activities Provider. The client is strongly advised to take out personal insurance of the type available to holiday makers, to cover the risks ordinarily covered by such policies, including personal injury, loss of belongings and money and cancellation. Please note the conditions

under 'Hazardous Activities' in their insurance policy with regards to "working with hand tools".

### **13. Complaints**

In the unlikely event that you have cause for complaint about a Discovery Holiday, the complaint should be made to a representative of Wild North Discovery during the event in order that corrective action can, if necessary, be taken. Should a problem not be resolved, complaint should be made in writing within 28 days of the relevant Discovery Holiday. To the extent permitted in law we will not be liable in respect of claims first intimated later than 28 days from the close of the relevant Discovery Holiday.