



Terms and Conditions 2021-2

Bookings

- A booking is considered confirmed only upon receipt by Graythwaite Adventure Limited of payment by the client.

Payment

- For experiences £300.00 or more Graythwaite Adventure Limited require 50% of the cost when the booking is placed to secure the booking. The remaining 50% will be requested in writing / invoiced and is due 7 days prior to the date of the booking.
- For experiences under £300.00 Graythwaite Adventure Limited require 100% payment at the time of booking to secure the booking.

Cancellation

- A cancellation is only deemed effective when notice in writing is received by Graythwaite Adventure Limited.
- If cancellation is made 30 days or more before the event date Graythwaite Adventure will offer a full refund minus booking and processing fees.
- If cancellation is made 14 to 29 days before the event date, 50% of the total cost is forfeit to Graythwaite Adventure Limited i.e., 50% cancellation charges apply.
- If cancellation is made 13 days or less before the event date 100% cancellation charges apply. If a deposit has been paid the 50% balance will be requested / invoiced by Graythwaite Adventure Limited.

Postponement

- The booking may only be postponed by the Client by giving notice in writing to Graythwaite Adventure Limited.
- If such notice is received less than 7 days prior to the event date, 50% of the total cost is forfeit to Graythwaite Adventure Limited and the postponed event will only be re-arranged upon receipt of a further 50% of the total cost.
- Postponement to a new date is subject to availability and at the discretion of Graythwaite Adventure Limited. Availability is not guaranteed although Graythwaite Adventure Limited will do their best to offer an alternative date(s).

No shows

- Where guests fail to show up for their booking, all monies will be kept by Graythwaite Adventure Limited, and no refund offered.

Alterations and Amendments

- Graythwaite Adventure Limited reserves the right to cancel or vary any booking where this becomes necessary to do so due to circumstances beyond their control. In the unlikely event of such a cancellation by Graythwaite Adventure Limited all monies will be refunded. This clause includes bookings affected adversely by the weather when Graythwaite Adventure Limited decide that harm *may* be caused, i.e., on health and safety grounds – in this case a full refund will be offered or postponement to a new date offered.

Liability

- Graythwaite Adventure Limited cannot accept responsibility for clients' property.
- Graythwaite Adventure Limited cannot accept responsibility for the loss or damage of any materials whilst being delivered by a third party.

Copyright

- Graythwaite Adventure Limited reserves the right to use moving images and other collateral material for its own purposes including marketing.
- The copyright of any video or still images captured or edited by Graythwaite Adventure Limited is retained by them.

Exclusion of Other Terms

- The Terms set out in this Agreement will apply to the exclusion of all others, whether expressed or implied by law, and shall supersede all conditions previously issued by Graythwaite Adventure Limited or the Client. No variation or addition shall be effective unless agreed by Graythwaite Adventure Limited and the Client in writing.
- To take part in an instructed session participants will have to complete a 'Disclaimer' and for hire complete and agree to the conditions of a 'Hire Agreement'. These documents will be available to complete prior to your session but can be requested prior to booking.

Terms and Conditions 2021-2 - Continued - Covid-19 specific terms and conditions

Where relevant, the Covid-19 specific terms and conditions may replace or supersede terms in our standard terms and conditions.

Refused participation

- Graythwaite Adventure Limited reserves the right to refuse entry or participation of any individual and their party where they have Covid-19.
- Graythwaite Adventure Limited reserves the right to refuse entry or participation of any individual over 18 years and 6 months and their party where they have knowingly been in contact with someone with Covid-19 during the previous 14 days.
- Graythwaite Adventure Limited reserves the right to refuse entry or participation of any individual and their party where a member of our on-site team consider that the client is displaying symptoms of Covid-19

Social distancing and health and hygiene

- Graythwaite Adventure Limited supports government guidelines regarding social distancing but considers social distancing of guests to be their own responsibility.
- Guests not demonstrating reasonable social distancing to the staff of Graythwaite Adventure Limited will be reminded of their responsibility and in extreme cases if they refuse to socially distance their ability to participate in the activity will be terminated.
- Graythwaite Adventure Limited will provide signage and antibacterial handwash on the site, but it is the responsibility of attendees, participants and spectators to use them responsibly.

PPE

- Graythwaite Adventure Limited supports guests wearing masks and other PPE at their discretion but do not provide PPE. Our instructors and operational team will be wearing PPE as set out in the current guidelines.

Disclaimer

Whilst Graythwaite Adventure Limited make all reasonable arrangements to keep our guests safe as per our Covid-19 plan, which is available to view on our website, we are unable to guarantee that our site and equipment is always free from the virus and participation is at the client's risk.

Refunds

- Where clients must cancel an experience (entire booking) or training due to Covid-19, Graythwaite Adventure will offer a postponement or refund the client money in full less a management fee once proof has been shared with Graythwaite Adventure Limited. Refunds offered for individual Covid-19 cases within a booking are at the discretion of Graythwaite Adventure Limited.
- For complex events (group bookings of 6+ or corporate events) where costs have been incurred by Graythwaite Adventure prior to the event, we will only seek to recover our out-of-pocket costs in the event of a cancellation relating to Covid-19.