

Terms and conditions for Marine Conservation Society Kayak Challenge 2024

Your contract for the Kayak Challenge 2024 is with the Marine Conservation Society (“we”, “us”, “the Charity”) whose registered office is Overross House, Ross Park, Ross on Wye, Herefordshire, HR9 7US Registered Charity Number (England and Wales) 1004005. Registered Charity Number (Scotland) SC037480. Company Limited by Guarantee (England & Wales) Number: 2550966.

1. The Contract

1.1 By making a booking with us, you are confirming that you accept these Conditions which shall apply to your booking to the exclusion of all other terms and conditions.

1.2 To make a booking, please submit to us your completed and signed booking form (entitled Kayak Challenge Application Form) along with the correct registration fee (as set out in the current brochure or on our website). The Contract between us will come into effect once we have issued to you our confirmation email for the event for which you have booked (“Event”) as set out in Condition 1.3 below.

1.3 Our confirmation email will be issued within 7 days of receipt of your booking form and registration fee. Please check the details carefully and, in the event of any discrepancy, contact us immediately. Any discrepancies which are not notified to us promptly may incur additional charges.

1.4 We are entitled to rely upon the details provided by you in the booking form as correct, so you must inform us in writing as soon as possible before the date of departure of the Event (“Departure Date”) of any change of the details provided.

1.5 Where you are under the age of 18 years at the time of booking, your booking form must be countersigned by a parent or guardian on your behalf and you will only be accepted if you will have reached the age of 18 years on or before the Departure Date.

2. Special Requests and Health

2.1 If you have any special requests, you should inform us in the booking form. We will advise the Event Leader of your requirements but we cannot guarantee that such requests will be met.

2.2 If you have any medical problem or disability, please tell us before you make your booking so that we can advise as to the suitability of the Event. You must then also notify us via the medical questions on your booking form. If any medical problems or disabilities arise between the booking form being submitted and the Departure Date, you must notify us immediately. We reserve the right to decline or cancel a booking if a medical problem or disability is disclosed to us on the booking form or at any time prior to the Departure Date which would, in our reasonable opinion affect your health and safety or that of other participants on the Event.

2.3 If we become aware of a medical problem or disability which was not declared to us, and such problem or disability would, if we had knowledge of it, have led to our refusal to accept or to cancel your booking, we reserve the right to request or seek confirmation from a medical expert approved by us that you are fit to travel and/or withdraw you from the Event without any refund or recompense. In such event, you shall reimburse to us any reasonable costs, losses or expenses which we incur or suffer as a result.

2.4 By signing the declaration on the booking form, you are confirming that you appreciate the risks involved in the Event, you acknowledge that some of the activities may be inherently hazardous, and confirm that you do not suffer (or have ever suffered) from any pre-existing medical condition that may prevent you from actively participating in the Event (other than as declared to us.) You also agree to abide by all instructions given to you by the Event Leader and you acknowledge that we cannot be held responsible for any injuries which may arise as a result of your failure to comply with instructions.

2.5 It is your responsibility to ensure that you are medically fit enough to undertake the Event and we recommend you consult your doctor prior to booking. Unless informed otherwise in writing we will assume that you are in good health and are not aware of any reason why you may be unsuited to taking part in the Event.

2.6 It is a condition of the Contract that you will provide consent for us and our insurers to obtain your medical records should we consider it necessary. You will be responsible for any charges for the provision of the information.

2.7 Accommodation on the Event is on a camping basis and participants are required to provide their own camping equipment.

3. Your Responsibilities

3.1 By signing the booking form you confirm that you are aware of, understand and consent to the likely physical demands of the Event and declare yourself to be sufficiently physically fit and medically healthy to participate safely. You confirm that you consent to our code of conduct ("Code of Conduct") and accept the authority of the leader of the Event ("Event Leader").

3.2 You are responsible for your own equipment and belongings during the Event and bear the sole responsibility for wear and tear and any incidental or accidental damage. We recommend that you take out adequate insurance to cover your equipment. You will be provided with a list of all equipment required to bring on to the Event and it is your responsibility to ensure that you have everything on the list and that it is fit for purpose for the duration of the Event. Should you fail to bring with you all items of equipment specified on the list, we reserve the right to exclude you from the Event.

3.3 Your behaviour during the Event must not prejudice the safety and d wellbeing of any member of the Event (including yourself), or its satisfactory progress. You agree to adhere to all government guidelines in relation to Covid-19 and agree to wear any safety clothing or equipment deemed necessary by the Charity or its Event Leaders.

3.4 The travel and/or accommodation costs associated with getting to and from the Event Departure and Arrival points are not covered by your Event price and must be covered by you.

3.5 Any arrangements which you make independently which do not form part of the published Event itinerary are entirely at your own risk and we shall have no liability or responsibility to you for such arrangements or your participation in them.

3.6 We will provide kayaking equipment for the Event. Where you deliberately or recklessly cause damage to any such equipment, during the Event you shall indemnify us and keep us indemnified from all losses arising from any such wilful or reckless damage so caused, including the legal costs of recovery from you.

4. The Event Price

4.1 We reserve the right to alter the price of the Event at any time. You will be advised of the current price of the Event that you wish to book before your booking is confirmed.

4.2 When you make your booking you must pay a registration fee as set out in the brochure/on the website. You must pay the balance of the cost of the Event in one of the following ways:

4.2.1 where the cost of participating in the Event is being paid in full by you, no later than two months prior to the Event Departure Date;

4.2.2 where the cost of participating in the Event is being paid through your fundraising, a minimum £300 of the minimum fundraising pledge of £400 must be received by the charity by at least 49 days (7 weeks) before your Event Departure Date. If the registration fee and/or balance are not paid on time, we may cancel your booking and the contract between us unless the Charity agrees or you agree to pay the full cost of the Event yourself. If the balance is not paid in time and we cancel your booking we shall retain your registration fee and any instalments or other payments paid by you. The charity requests that £350 of the minimum fundraising pledge of £400 is received by the Charity before the Event Departure Date.

4.3 It is your responsibility to directly send to the Charity all remaining monies raised within six weeks of the date of your return from the Event.

4.4 You agree and acknowledge that all monies paid to the Charity in fundraising by you will be treated as a donation to the Charity and will be retained by the Charity and will not be returned to you.

4.5 Where any payment due under the contract from you is overdue, we reserve the right to charge interest (both before and after any judgment) on the amount unpaid, at the rate of four percent (4%) per year above Barclays Bank plc base rate from time to time, until payment in full is made (a part month being treated as a full month for the purpose of calculating interest).

5. If You Change Your Booking

5.1 We may, at our discretion, allow you to transfer your booking to another person provided that such other person indicates their acceptance of these Terms and Conditions. In the event of such a transfer an Amendment Charge shall be payable by you to cover the costs incurred by us in making this alteration. We accept no liability to you if we refuse to transfer your booking to another person for any reason.

6. If You Cancel Your Event

6.1 You may cancel your Event at any time. Your written notification must be received at our registered office. Since we incur costs in cancelling your Event, you will have to pay the applicable cancellation charges up to the maximum shown below. We recommend that your travel insurance provides for your reimbursement in the event of unavoidable cancellation. You will remain liable for any losses arising from your breach of the Conditions of the Contract.

Applicable to self-fund payments:

Cancellation from date of booking until 56 days prior to Departure Date = Loss of registration fee

Cancellation between 55 and 43 days prior to Departure Date = Loss of 30% of Event cost

Cancellation between 42 and 29 days prior to Departure Date = Loss of 50% of Event cost

Cancellation between 28 and 15 days prior to Departure Date = Loss of 75% of Event cost

Cancellation between 14 and 8 days prior to Departure Date = Loss of 90% of Event cost

Cancellation within 7 days of Departure Date = Loss of 100% of Event cost

6.2 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges but it is your sole responsibility to do so and we accept no liability for any acts or omissions of your insurance company.

7. If We Change or Cancel Your Event

7.1 Other than to comply with Covid 19 Government Guidelines, it is unlikely that we will need to make any major changes to your Event. Occasionally, we may have to make changes and we reserve the right to do so, or if necessary, to cancel your Event at any time. We will not cancel your Event less than 42 days before your Departure Date, except to comply with Covid 19 Government

Guidelines, other reasons of Force Majeure or failure by you to pay the final balance. If we are unable to provide the Event, you will be refunded of all monies paid. If it is necessary to cancel your Event for reasons other than Force Majeure, we will recompense you as set out in 7.2. If we cancel the Event we will not be liable for any indirect or consequential loss suffered by you such as, but not limited to, prior or subsequent travel arrangements, tours or flight arrangements.

7.2 If we make a major change to your Event, we will inform you as soon as reasonably possible before your Departure Date. You will have the choice of either accepting the change of arrangements or cancelling your Event and receiving a full refund of all monies paid. In all cases of major change, except where the major change arises due to reasons of Force Majeure, we will recompense you as detailed below:

IF WE MAKE A MAJOR CHANGE TO OR CANCEL YOUR TRIP

Period before departure within which notice of Cancellation or major change is notified to you and the amount you will receive from us (in addition to a refund of all monies paid):

More than 42 days = £ Nil

41 - 28 days = £20.00

27 - 14 days = £30.00

13 days - date of travel = £40.00

7.3 Force Majeure: This means that we will not pay compensation if we have to cancel or change your Event in any way because of unusual or unforeseeable circumstances beyond our control. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, epidemics or health risks, poor local infrastructure, adverse weather conditions (actual or threatened) and technical failure with transport.

8. If You Have a Complaint

8.1 If you have a problem during your Event, please inform the Event Leader immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up by writing at our registered office giving your booking reference and all other relevant information and, where possible, evidence. We must receive any such complaint not later than 28 days of the date of your return from the Event.

8.2 It is strongly recommended that you communicate any complaint to the Event Leaders in question as well as to our registered office without delay.

8.3 If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst on location and this may affect your rights as you will have failed to have mitigated (minimised) your losses and you may be unable to recover compensation from us.

9. Our Liability to You

9.1 Our obligations and those of our suppliers providing any service or facility included in your Event are to take reasonable skill and care to arrange for the provision of such services and facilities.

9.2 If the Contract we have with you is not performed or is improperly performed by us or our suppliers we will pay you appropriate compensation if this has affected the enjoyment of your Event. However, we will not be liable where any failure in the performance of the Contract is due to:

9.2.1 you

9.2.2 a third party unconnected with the provision of the Event and where the failure is unforeseeable or unavoidable;

9.2.3 unusual and/or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or

9.2.4 an event which we or our Event Leaders, even with all due care, could not foresee or forestall.

9.3 Our liability in contract, tort or otherwise arising, except in cases involving death, fraudulent misinterpretation or personal injury, shall be limited to a maximum of twice the price payable by you to undertake the Event. Our liability will also be limited in accordance with and/or in an identical manner to:

9.3.1 the contractual terms of the parties that provide the transportation for your travel arrangements. These terms are incorporated into this Contract but in the event of any conflict between those terms and these Conditions, these Conditions shall prevail; and

9.3.2 any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any applicable conventions.

9.4 We do not accept any liability or responsibility for any personal possessions (including but not limited to cameras, jewellery, valuables and money) which is carried on or in our vehicles, carried on public transport or transport supplied by independent subcontractors, left in accommodation provided by us or our suppliers during an Event or left in our care during an Event; such items are carried and/or left at your own risk.

10. Excursions

10.1 Excursions or other tours that you may choose to book or pay for whilst you are on Event are not part of your Event arrangements provided by us and your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

11. Behaviour

11.1 Whilst an Event is in progress you will act at all times in accordance with all reasonable instructions from us and/or the Event Leader.

11.2 We may exclude you from the Event or any part thereof at any time (including during the Event itself) if we are of the reasonable opinion that you are likely to prejudice the good order, discipline or safety of the Event, by, but not limited to, you failing to comply with the Event Leader's instructions, breaking any law or regulation of the country where the Event takes place or failing to adhere to the Event Code of Conduct. In such event, you shall reimburse to us any reasonable costs, losses or expenses which we incur or suffer as a result of our decision to exclude you.

11.3 In the event of you being excluded from an Event under the provisions of this Condition, no refunds will be given and we will not be responsible for and you agree to indemnify us against any costs arising.

12. Insurance

12.1 You must be covered by personal travel insurance. This must cover you fully against the cost of cancellation by you and medical care should you become too ill to continue and must above all cover you against the cost of air or other forms of evacuation and/or repatriation should sickness or injury necessitate such a course of action.

12.2 It is your responsibility to ensure that your policy of insurance covers you fully for all of the activities which may take place during the Event. Whilst we take no responsibility for the contents of any policy of insurance that you choose to take out, we reserve the right to inspect such insurance policy and to refuse to allow you to embark on the Event or to oblige you to obtain further insurance if we believe that your cover is inadequate and/or does not satisfy our requirements. Please read your policy details carefully and take them with you when you travel.

13. Data Protection

13.1 We shall ensure that appropriate security measures are in place to protect your personal data (as defined in the Data Protection Act 2018). When you make a booking, you consent to all the information you provide being passed on to our Event Leaders and employees or volunteers for the purposes of our providing you with the Event.

14. Promotional Materials

14.1 By agreeing to these Conditions, you consent to our staff taking photographs and or video footage of you during the Event and that these images may be used by us for publicity and training purposes including, but not limited to, in brochures, websites, marketing materials and in the media.

15. General

15.1 We shall be entitled to novate or assign the Contract or any part of it to any third party. You shall not be entitled to assign the Contract or any part of it.

15.2 This Contract is made on the terms of these Conditions, which are governed by English Law, and you agree to the exclusive jurisdiction of the English Courts. Subject to the Unfair Contracts Terms Act 1977, all conditions implied by statute or common law are excluded.

15.3 If any of these Conditions is found by any Court or other competent authority to be wholly or partly unfair or unenforceable the validity of the rest of the Booking Conditions and the rest of the Condition in question shall not be affected and shall remain valid and enforceable to the extent permitted by law.

15.4 A reference in these Conditions to a statute, convention or regulation shall be as a reference to that statute convention or regulation as amended, re-enacted or extended at the relevant time.

15.5 The headings in these Conditions are for convenience only and shall not affect their interpretation.

15.6 A person who is not a party to the contract or these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract or these Conditions but this does not affect any right or remedy of a third party which exists or is available apart from this Act