

The Ackers

Terms & Conditions of Bookings

Headings in this Agreement are for guidance and clarification only.

References to The Ackers, Ackers Adventure or The Ackers Trust are synonymous and may mean any or all of those organisations.

A. BOOKING & PAYMENT

1. Agreement.

Any booking made by a client confers agreement to abide by these Terms & Conditions.

2. Bookings

All bookings are made on a first come, first served basis. Provisional bookings are not accepted, so all requests for activities, instructional staff, facility space, programmes or events on a specified date or dates are considered to be firm bookings.

3. Payment

Payment methods, terms & conditions are detailed in full in The Ackers Payment, Deposit and Cancellation Terms, available on request.

4. Cancellation

Cancellations with less than the prescribed amount of notice (including late arrivals and inclement weather) will incur cancellation or curtailment charges. Cancellation, curtailment and non fulfilment conditions are detailed in full in The Ackers Payment, Deposit and Cancellation Terms, available on request.

The Ackers will endeavour to run and operate all bookings as scheduled. No liability will be accepted in the event of cancellation or curtailment by The Ackers for any inconvenience, consequential loss, incidental or third party expenses.

5. Additional Charges

Additional charges may be levied for late payment of invoicable bookings in line with the 1998 Commercial Debts (Interest) Act. The rate will be detailed on all invoices and may vary from time to time. Interest will be payable on all amounts including collection fees and charges.

Breaking the terms of this agreement may render you liable to charges for any of the following:

- unpaid, returned or recalled bankers orders or cheques
- letters sent to you as a result of your breach of this contract
- collection fees or costs including legal fees associated with the collection of moneys outstanding
- reimbursement for intentional or wanton damage to, or loss of equipment or facilities

6. Credit Control

Organisations paying by invoice and all clients from whom payment has been received late will be monitored as part of our Credit Control procedure. Credit Terms and acceptance of bookings may be withheld.

7. Prices, Subsidies, Charges & Rates

All Prices, rates, charges and subsidies are reviewed regularly to be competitive with market conditions and in line with our Charitable Objects. Standard Prices are quoted in literature and will be subject to change from time to time, sometimes without prior notice. No liability will be accepted for errors, omissions or miscommunications.

The Ackers will endeavour to provide at least one weeks notice of all such changes or allow an equivalent hold over period. Confirmed and fully paid up bookings will be honoured for a period not exceeding 3 months.

Quotations provided for events are valid for up to 3 months, with the exception of bought in or third party costs, which will be chargeable at the rate prevailing.

B. SAFETY

8. Operational & Activity specific Guidelines

The Ackers, its employees, agents and servants reserves the right to withhold, withdraw or refuse access to any persons or organisations, without liability or redress, who it reasonably believes to be under the influence of drugs or alcohol, suffering from a medical condition or in any other circumstance where it is felt that safety may be compromised, without giving reason.

Operational Guidelines & Procedures, Activity Guidelines, Rules, Codes of Practice or Conduct, Guidance for Visiting Staff, Clothing Requirements, conditions set out by Governing Bodies and Licensing Authorities and any other Policies in force at the time are provided to clarify responsibilities, to ensure and enhance the safety of all involved. Clients and Participants attention are particularly drawn to these as non compliance will also constitute grounds for refusal to provide facilities and services without any liability for refund or compensation.

9. General Guidelines & Policies

The Ackers has its own Health & Safety, Child Protection & Vulnerable Adults, Equal Opportunities and Emergency Action Plan Policies, based on current best practise. All clients are expected to comply with these at all times whilst on site, or whilst undertaking an activity off site.

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10. Limit of Liability

All activities are run in accord with National Governing Body, Licensing Authority, Internal and other appropriate Guidelines. The majority of the activities are recognised to be dangerous activities with an inherent potential risk of injury. Suitable control measures are in place, which if correctly followed by all participants, aim to reduce the risk of injury. Clients making bookings and participating in activities are deemed to have accepted these risks with the associated responsibility (the Duty of Care) for themselves and their actions (including taking all reasonable measures to ensure minors under their authority or control understand and adhere to these principles and any directions given.)

The Ackers will not be liable for any injury, loss or damage to property, clothing or belongings howsoever caused whilst clients, participants and visitors are using the site or facilities, or are under instruction at an off site event or activity operated by The Ackers.

Clients & Participants agree that First Aid may be administered by a qualified First Aider where necessary, without prior consent..

11. Smoking

The buildings and Activity areas are designated non smoking areas for reasons of safety and health. All clients are asked to comply with this and will be asked to extinguish all smoking materials or move on to a non designated area.

C. OPERATIONAL & GENERAL

12. Comments, Complaints and Suggestions

Comments, Complaints and Suggestions are welcomed as part of our continuing strive for improvement. It is our aim to resolve all issues at the earliest stage possible, whilst maintaining good, consistent standards of safety and practise.

Our Procedure requests that in the first instance any complaint should be brought to the attention of any member of staff on duty and as soon as possible. The Duty Manager is also there to assist, or if preferred a comments form, (available in all site buildings) may be completed, and handed in (envelope provided) for the attention of the Manager.

13. Publicity

We welcome all requests to undertake promotional publicity as a result of an activity, instruction, programme, event or other site use and request it is discussed with our Marketing personnel prior to commencing. It should include at least the words "The Ackers Adventurous Activity Centre, a registered charity". Permission to use logo's, artwork, and photographs must be obtained in advance.

14. Photography & Filming

We welcome positive images portraying the work of The Ackers. Due to our Child Protection and other Policies it is essential that approval is sought prior to the day from the Manager, from whom other useful guidance can be offered.

15. Data Protection

The Ackers is registered under the Data Protection Act 1998 to hold and use information on persons and organisations for the purposes of Administration, Accounts, Fundraising, Marketing, Realising the Objectives of the Charity and Crime Prevention & Prosecution of Offenders.

CCTV images are recorded and may be used for the purposes of identification in reduction, prevention and prosecution of crime and offenders. Images and recordings may be passed on to the Police or other relevant authorities.

16. Intellectual Property Rights

It is acknowledged that the names "The Ackers", "The Ackers Trust", "Ackers Adventure" and other associated names, their logos, by-lines, colours, devices, styles, electronic symbols and still or video images remain the intellectual property of The Ackers at all times.

17. Force Majeure

The Ackers or its agents shall not be liable if unable to carry out any provision for any reason beyond its control including (without limitation) Act of God, legislation, war, civil commotion, fire, flood, drought, inclement weather, failure of power supply, equipment failure, actual or threat of explosive device, Landlord's conditions, conditions imposed by Fire, Police or other safety authority, lockout, strike, stoppage or other action by employees or third parties in contemplation of furtherance of any dispute, or any other unforeseen circumstance.

18. Notices and General Provisions

Policies and Documents mentioned above are available to view in the Manager's office during normal weekday working hours

It is agreed and declared that this Agreement and the Policies it refers to contain all terms and conditions between the parties making the booking and The Ackers. Any bookings made on behalf of a third party shall obligate the first party (those booking activities for others) liable to take all reasonable measures to ensure all other parties know of and comply with these terms & conditions.

No changes or alterations to this Agreement will be enforceable unless agreed in writing by the Manager, prior to the booking. This Agreement shall in all respects be construed as an English Contract subject to English Law.