



**SingletrackSchool**

Find your flow

## DEFINITIONS

- The Company means Astounding Adventures Limited and subsidiary companies
- The Customer means any person, firm, company or other legal entity which places an order or buys any products or services from the company and includes the employees, servants, agents or sub-contractors of any such person, firm, company or other legal entity
- Service means any course, accommodation or facility offered by the company
- Course means any skills course, guided ride or event offered by the company
- Contract means a contract between the company and the customer for the provision of products or services
- Statutory Interest means statutory interest for the late payment of commercial debts (Interest) Act 1998
- Terms and Conditions means these terms & conditions of provision
- Equipment refers to any bicycles or equipment hired by the Company to the Customer

## APPLICABILITY

These terms and conditions shall be incorporated into the contract and shall apply in place of and prevail over any terms and conditions contained or referred to in any communication from the customer or implied by custom or practice. Other terms and conditions are expressly rejected by the company.

## BOOKING CONDITIONS

- The contract shall be formed when the company acknowledges acceptance of the customers booking and required payment
- Participation in adventurous activities entails some risk of injury. All staff employed by the company are trained and appropriately qualified to run activity sessions and will at all times proceed in a manner to limit the risk of injury. However, customers need to accept that accidents and injuries can happen
- Any customer under the age of 18 years must have the explicit permission of his/her parent or guardian before being able to take part in any activity/course offered by the company. The parent or guardian need to be aware and accept the risks involved in adventure activities and satisfy themselves accordingly
- The customer is responsible for the safekeeping of all equipment issued for use during the activity/course. With the exception of fair wear and tear the company reserves the right to charge for equipment that has been lost or misused
- All bookings are on the basis that the customer will, at all times, observe the safety regulations set by the company
- The contract is subject to availability of a course place/date and the acceptance by the customer of these terms and conditions
- Neither the company website or literature constitutes an offer and the company may correct any errors or omissions to its published prices at any time prior to the confirmation of the contract in accordance with this condition
- All information is produced in good faith that it is accurate at the time of going to press
- Any current price list replaces all previous price lists
- Course places cannot be provisionally booked or reserved by telephone/fax/email/letter
- Course duration is advertised on our web site on the specific course page. Courses follow a standard programme, but this is subject to change, within the overall course duration, depending upon conditions and participant needs

## FEES

- Full payment is required in advance with the exception of bookings placed using an official purchase order issued by a recognised buying authority where full payment is required one month from the invoice date

- Places can only be reserved by the company receiving a completed Participant Information Form and Health and Experience Declaration for each participant and payment of the full course fee; or
- A completed Participant Information Forms and Health and Experience Declaration for each participant plus an official purchase order issued by a recognised buying authority confirming acceptance of our terms and conditions upon which we will issue an invoice for the full amount of the course
- Cheques and cash are not accepted as payment unless with the prior agreement of the company

## GIFT VOUCHERS

- Gift vouchers can be exchanged as full or part payment for any activity/course offered by the company
- Gift Vouchers are despatched on the day of purchase by Royal Mail First Class post
- Gift vouchers cease to be valid after the voucher's expiry date
- Gift vouchers cannot be used in conjunction with any other offer, deal or discount
- Gift vouchers cannot be exchanged or part-exchanged for cash or goods and are non-refundable
- Gift vouchers have a cash value of GBP 0.001 and are not transferable or assignable
- The company reserves the right to cancel gift vouchers at any time

The Company may, at their discretion, extend voucher expiry dates in increments of three months. However, extended vouchers may only be redeemed against scheduled courses and rides published on the Company's web site. Extended vouchers may not be exchanged as full or part payment for private coaching sessions or guided rides.

## AMENDMENTS BY THE CUSTOMER

Substitution of the original customer for another can be made provided at least 2 weeks notice is given by the substituted customer to the company and the substituting student satisfies the pre-requisites of the course. All substitutions must be made with the consent of the company with both the substituted and substituting customer being jointly and severally liable for the total course fee as well as an administrative cost of £10.00 per course/substitution.

A customer may apply, in writing, to change course or course dates as long as the original booking is more than 4 weeks from the date of the request. The new course must be one that appears on our website. An administrative charge of £10.00 is payable at the time of change. Any requests to change course or course dates within the 4 week period will be dealt with under the terms and conditions relating to cancellation by the customer.

## CANCELLATION BY THE CUSTOMER

All cancellations must be in writing and sent either by post, fax or email. The company will acknowledge a cancellation within 5 days of receiving it. Until the customer has received confirmation the original booking remains valid.

The customer will be charged on the following basis:

- 50% of the total course fee where cancellation takes place less than 4 weeks but more than 2 weeks before the commencement of the course; or
- 75% of the total course fee where cancellation takes place less than 2 weeks but more than 1 week before the commencement of the course; or
- 100% of the total course fee where cancellation takes place within the period of 1 - 7 days before the commencement date of the course; or
- 100% of the total course fee where cancellation takes place on or after the commencement date of the course.

## CANCELLATION BY THE COMPANY

Whilst every attempt is made to ensure that courses/activities actually run, the company will notify the customer of cancellation as soon as practicable where it believes on reasonable grounds that cancellation is necessary due to dangerous and/or unsuitable conditions for the course/activity.

The company shall notify the customer of cancellation not less than five days prior to the commencement of the course where numbers as a result of either customer(s) cancellation or booked numbers have failed to reach a workable minimum.

The company shall not be liable for any travel, accommodation or other fees that may have been incurred by the customer as a result of cancellation of the course.

In the event of cancellation customers will be offered the choice of the following options: -

- Full refund of the fee paid; or
- An account credit to the value of the fee paid; or
- A credit back to a customer's voucher account in the case of bookings where vouchers have been used as full or part payment
- Another booking on a different date

### Guidance | Insurance Cover

We strongly recommend that you take out travel and activity insurance to cover cancellation (for example due to illness or injury), curtailment, personal accident, public liability, medical and emergency expenses and your personal belongings whilst on your course.

You should note that many travel insurance policies exclude cover for certain sporting activities, you should carefully check the terms of any proposed insurance policy to ensure that it meets your requirements.

## BICYCLE & EQUIPMENT HIRE

Customers hiring bicycles and/or other equipment from the Company agree to the following additional terms and conditions:

### (a) Basis of charging

Charges and commencement dates, are as stated on your booking and charges include Saturdays, Sundays and Public holidays until the Equipment is returned.

By completing a booking, you will be charged for the hire period you have specified in advance. Any extra period may be settled at the return of the equipment/bicycles. If the equipment/bicycles are returned during normal closed hours if there are extra charges he/she/you authorizes the Company to debit the amount due from the credit/debit card company for settlement.

### (b) Time for payment and VAT

The Customer will pay all moneys due, including VAT where applicable, on demand. The Customer will be liable for any reasonable legal charges incurred by rise Company in the recovery of the amounts due.

### (c) Damage or loss costs

The Customer will pay for Equipment loss. Severe damage or Equipment loss will result in charging full replacement costs. Hire charges will accrue until settlement is made. The Customer will also pay the cost of repairing damaged Equipment beyond normal wear and tear. This includes snapped chains, buckled wheels, as well as any crash damage, significant scratches, dents, plus breakages of any component that requires replacement for it to function correctly.

We do not aim to make a profit from damages, only to cover the cost of the parts and workshop time. Parts are charged at cost, and labour at our standard rate with the following exceptions:

- Minor damage to the frame and forks is charged at 5% of the Manufacturers Retail Price of the bicycle;
- Major damage to the frame and forks is charged at 10% of the Manufacturers Retail Price of the bicycle;
- Where the frame or forks are written off, 50% of the Manufacturers Retail Price of the bicycle;
- Where both the frame and forks are written off, 100% of the Manufacturers Retail Price of the bicycle;

The Customer will examine the Equipment or goods at physical hand-over to ensure satisfaction, any defects of the Equipment must be drawn to the Company's attention at this time.

#### (d) Security of Equipment

The Customer assumes responsibility for the Equipment and undertakes not to sell, rehire or part with possession, alter, repair or modify it in any way.

#### (f) Lost or Stolen Equipment

The Customer agrees to insure the Equipment against all risks on a new for old basis with any claim, settlement receipts from an insurance company or other source being held in trust for payment on demand. This liability is without prejudice to any Company's rights under the contract. Equipment purchased to replace lost or stolen items/Equipment is the property of the Company.

#### (g) Maintenance of Equipment, and breakdown procedures

The Customer is responsible for safety, safe use, serviceability and cleanliness of the Equipment throughout the hire period and must immediately notify any breakdown or shortcomings to the Company without attempt of repair.

#### (h) Signatories Warranty

The signatory warrants that he/she authorized by the Customer to enter into this Contract and indemnities the Company against all losses and costs incurred if such authority is misrepresented.

## HEALTH

Customers participating in courses/activities must expect to be involved in adventurous and sometimes strenuous activities. Although prior experience and/or training is not necessary on all the courses/activities customers are expected to be of good general health.

A Medical Declaration must be completed as part of the booking process. All prior injuries and/or serious illnesses must be declared. Any injury or illness occurring between the time of the declaration and the commencement of the course must be reported. The customer must satisfy him/herself that taking part in the course is within his/her own capabilities.

The company reserves the right to refuse a booking on medical grounds if it is considered to be detrimental to the safety and smooth running of the course. The company cannot be held responsible for any issues arising from participants not meeting the course's minimum fitness standards once the course has commenced and reserve the right to exclude customers not meeting these standards without liability for compensation to the customer.

## COURSE PREREQUISITES

In addition to being physically capable of participating in the course, participants must also satisfy the prerequisites of the course as advertised on our web site on the specific course page and as detailed in the pre-course pack. This includes meeting a minimum skill and experience level.

Participants not meeting these standards should consider another more suitable course.

The company reserves the right to refuse a booking on participant skill or experience grounds if it is considered to be detrimental to the safety and smooth running of the course. The company cannot be held responsible for any issues arising from participants not meeting the course's minimum standards once the course has commenced and reserve the right to exclude customers not meeting these standards without liability for compensation to the customer.

## DIETARY REQUIREMENTS

Any special dietary requirements must be notified to the company at the time of booking, the company cannot accept responsibility for not being able to deliver special dietary needs at short notice.

## SAFETY REGULATIONS

Outdoor adventurous activities take place in varied natural environments where there are natural hazards and risks to manage. Every effort will be made by the company's staff to provide realistic training in a safe manner.

Customers participating in courses are expected to comply with minimum equipment standards and all safety guidance and instructions given by the company and its staff. This includes adequately and honestly completing Participant Information Forms and Health and Experience Declarations well in advance of the course.

Failure to follow these instructions may result in the customer(s) being excluded.

## UNRULY BEHAVIOUR

Behaviour that disrupts the smooth running of an event may result in the disruptive customer(s) being excluded. Any damage caused to property or equipment as a result of unruly behaviour will be charged for.

## EXCLUDED CUSTOMERS

Persons excluded from an event due to unruly behaviour or by failing to follow safety regulations and directions forfeit any right to a refund of fees paid to Astounding Adventures Limited and also compensation for any travel, accommodation or other fees that may have been incurred by the customer.

## EQUIPMENT

The customer is responsible for the safekeeping of all equipment issued for use during the activity/course. With the exception of fair wear and tear the company reserves the right to charge for equipment that has been lost or misused.

## PERSONAL PROPERTY

Property belonging to the customer is at all times the responsibility of the customer unless any loss or damage is due to any negligence by the company or its representatives.

## COMPLAINTS

If the customer encounters any problem or difficulty the company will try and resolve them as soon as is possible. In the first instance report anything to the course/activity coach/guide. If your complaint is not resolved to your satisfaction please write to the General Manager at: -

Astounding Adventures Limited  
The Bell House  
57 West Street  
Dorking  
Surrey  
RH4 1BS

Your concerns will be dealt with within 28 days of writing.

## FORCE MAJEURE

The company shall have no liability whatsoever in respect of any delay or failure in delivery of any of the courses or of any of the company's other obligations due directly or indirectly to any cause whatsoever outside the reasonable control of the company including but not limited to act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes or other industrial disputes, unusually severe weather or energy supplies.

## LIMITATION OF LIABILITY

The company limits its liability to the maximum extent permitted by law as follows:

- The company shall have no liability for any loss or damage suffered by the customer or any other person
- As a consequence of any defect in any product caused by abnormal conditions of storage, treatment or handling or any negligence or wrongful act on the part of the customer or its employees or agents
- For any claim arising on an invoice issued more than 3 months before the date upon which such claim is received by the company
- Any failure by the company to perform any part of its obligations in these terms and conditions caused by circumstances beyond its reasonable control
- The company's liability in respect of death or personal injury caused by the company's negligence shall not be limited

## INTELLECTUAL PROPERTY

Copyright and all other intellectual property rights in the products and services shown in the company's price lists, brochures and other literature shall remain at all time the property of the company. The customer shall acquire no rights in the products and services except as expressly provided for in these terms and conditions.

## PHOTOGRAPHS

From time to time photographs and video footage taken on courses/activities may appear in the company's promotional material. If customers do not wish to be photographed or filmed please raise this when booking your course.

## DATA PROTECTION

The personal information requested by the company at the time of booking plus any subsequent information is held in its original form and on computer. The information is required to assist the company, employees, agents and sub-contractors to deliver the course and in maintaining the company's high standards of delivery. By providing us with the information to process your booking you are agreeing that the information can be kept and accessed by authorised company personnel. Contact details will be used to advise you of future offers either by post or email. If you do not want to receive future mailings please advise us.

## APPLICABLE LAW

The contract will be governed by the laws of England any dispute will be dealt under the jurisdiction of the courts of England and Wales. The statutory rights of the customer are not affected by the above.