



## Terms and Conditions

### **Definitions**

The following definitions will apply to these terms and conditions:

- “AT” shall mean Abigail’s Trails Ltd;
- Staff / Volunteers / Leader / Instructor shall mean: Persons that hold relevant qualifications, are experienced and have current relevant certificates. Further details of qualifications and additional information can be provided upon written request;
- Client / Person; shall mean the children, young people or adults attending the event whose name appears on the booking form;
- “Organisers” shall mean the parent, parents, guardian, responsible person or other person otherwise in loco parentis of those attending the event;
- “Day” shall mean one business day

### **Making a booking**

- Book an event via the website booking system:  
[www.bookwhen.com/abigailstrails](http://www.bookwhen.com/abigailstrails).
- Before making a one-off booking please confirm the choice of your activity / event and its availability with Abigail’s Trails.
- By booking onto an activity or event you are agreeing to our **Terms and Conditions**.
- If you cannot find an option that suits you please just contact us via [info@abigailstrails.co.uk](mailto:info@abigailstrails.co.uk) to discuss options.

### **Payment**

- A booking will be secured once booked via the website links or a non-refundable deposit or full payment is received.
- Your booking will then be confirmed by email and further details supplied that are relevant to your activity.
- Prices are correct at the time of printing in brochures, adverts and website.
- AT reserves the right to alter these prices without notification.
- Variations to the payment of any other terms may only be made between AT and you by agreement in writing signed by both parties.

### **Group numbers**

- Activities are priced on a minimum number of participants. If the minimum number is not reached AT reserves the right to cancel the activity. In such circumstances AT will offer the Person / Organiser either a full refund or an alternative date for the activity.

### **Insurance**

- Abigail’s Trails has a combined Public and Employer’s Liability certificate of insurance covered through Activities Industries Mutual.

- We advise that participants / organisers check their own insurance with regard to personal liabilities and make their own arrangements.
- Details of the insurance cover and certificate can be viewed on request.

### Travel

- AT does not provide transport to any venue or activity unless planned as part of the event & specified at the time of the booking. Organisers / participants must make their own travel arrangements.
- In the case of an emergency and participants need to be transported, AT have business use cover on its vehicles.

### Cancellation by Abigail's Trails

- Activities are dependent upon weather conditions, when in an outdoor environment.
- AT reserves the right to cancel or postpone activities at short notice in the event of unfavourable weather conditions. These shall include, but not be limited to; high winds, gales, snow, and heavy rain, as forecast by the meteorological office and issued from time to time.
- Organisers and clients will be contacted as soon as practically possible by AT to inform them of such changes or cancellations. In the event of the activity being cancelled by AT, a full refund will be made. But where possible a change of date or activity will be arranged.

### Cancellation by the Client

- **Refunds:**
- Partial refunds (**50%** price paid per person cancelling) will be awarded if notice of cancellation is given **at least 21 days** in advance of the event / block of events.
- If cancelling **less than 21 days** before the event / block of events, 100% of booking fee is due and no refund will be received.
- **Substitutions:**
- If you cannot attend an event, you may substitute another person to take your place **up to 48 hours** before the event start but must inform AT of this substitution in writing by email / message.
- AT is not party to any exchange of monies between the incoming and outgoing participant.
- As a condition of joining, the incoming participant must agree to the participation statement / responsibilities.
- Please note that booking fees for a given event / block of events are already heavily invested very early in the planning process.
- **Transfers:**
- As an alternative it *may* be possible to **transfer** your payment to another future event **within 3 months** of the cancelled event if notice of cancellation is given **at least 21 days in advance**.

- This is however, at the discretion of AT as some events are already heavily invested in very early in the planning process (e.g. booking guides, support team, advance payments for transport where used, insurance etc).

### **Client / Organiser Responsibilities**

- It is the organiser / client's responsibility to notify AT at the time of booking of any dietary, medical condition, allergy or disability that may affect his or her involvement, so that necessary arrangements can be made where possible to accommodate the condition.
- Whilst AT will use best endeavours to accommodate the individual requirements of clients with conditions notified to AT, owing to the nature of the activities AT cannot guarantee that these requirements will be met.
- On booking the activity the organiser/client recognises and agrees that adventurous activities by their very nature carry a level of risk. Participants in these activities should be aware of and accept these risks and be responsible for their own actions and involvement. Failure to exercise due care could result in your injury or death. It is the Clients responsibility to abide by the instructions given to you by your leader / instructor.
- Where under 18's are concerned the Organiser acting in 'loco-parentis' are responsible for the participants welfare and discipline. At least one responsible adult must be present at the start and end of any activity session and available during the session should they be required.
- AT accepts no responsibility to Clients personal equipment and belongings. It is the responsibility of the individual client to look after their own equipment and personal possessions brought with them to the activity.
- On booking with AT the organiser / client accepts that no claims including legal cost can be made as a result of your own or other participating client actions resulting in loss or damage to personal equipment or belongings.
- It is expected that the environment we use for our activities is left clean and tidy, encouraging care, consideration and respect for the natural habitat.

### **Abigail's Trails Responsibilities**

- Guide and lead clients in the environment and skills needed to achieve the most of the time and experience whilst at all times looking out for the safety of all involved in the activity.
- AT shall provide the relevant number of Leader / Instructors to lead activities.
- All staff will be fully aware and follow all AT protocols and procedures
- AT reserve the right to terminate participation of any client in any activity should that individual/individuals be causing damage or offence that could put themselves/other clients/the environment at risk.
- Persons & accompanying adults must be prepared for the weather conditions by wearing warm old clothes, trainers, waterproofs, sun hat as – there is no such thing as bad weather, just bad clothing!

- During AT events photographs are taken of the various activities involving the children, young people and clients. These photos are taken by event leaders or a professional photographer. The photographs are used for only AT promotional marketing, publishing future events or evidence to support possible funding applications. They will not be passed onto third parties. Please make it known to the event organiser at the time of booking if you do not want photographs to be taken.

### **Complaints**

- AT will endeavour to resolve any complaints at the time and promptly. However, if the matter cannot be resolved please write to the director Abigail Thompson, within 14 days of the activity.

### **Governing Law**

- This contract shall be governed by English law and shall be subject to the non exclusive jurisdiction of the English courts.