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# TERMS AND CONDITIONS

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FEBRUARY 2022

MOUNT COOK ADVENTURE CENTRE

# MOUNT COOK

## TERMS AND CONDITIONS OF BUSINESS

Mount Cook Activity Limited ("Mount Cook") is a non-for-profit organisation and trades under the name Mount Cook Adventure Centre, located at Porter Lane, Middleton-by-Wirksworth, Matlock, Derbyshire, DE4 4LS.

The Company Registered Number is 08906431. VAT Registration Number is 241 6281 25.

These Terms and Conditions of Business shall apply to and be incorporated in all Contracts made by Mount Cook pertaining to the use and occupation of the Centre

### 1. DEFINITIONS

- 1.1** "Arrival" means the contracted date for the stay to commence
- 1.2** "Booking" means a booking for a stay at the Centre and includes: Accommodation, Function Room Hire, Meals, Activities and any other Service or Product purchased from Mount Cook
- 1.3** "Contract" means the contract between Mount Cook and the Customer as comprised in the Booking and these Terms and Conditions
- 1.4** "Centre" means the buildings, woodlands, grounds, quarry and any other areas belonging or utilised by Mount Cook including all glamping pods and camping areas
- 1.5** "Customer" means any Individual who or Group which enters into a Contract with Mount Cook
- 1.6** "Group" means a group of persons of eight (8) or more in number
- 1.7** "Group Leader" means in relation to a Group or Individual the nominated person who is the main point of contact throughout Booking and the stay at the Centre
- 1.8** "Guest" means a person attending the Centre as an Individual or part of a Group
- 1.9** "Individual" means a single person or group of persons less than eight (8) in number
- 1.10** "Policies" means our policies published on our website denominated - Access Statement and Ground Floor Plan, Safeguarding Policy, Managing Poor Behaviour and Pet Policy
- 1.11** "Promotional Bookings" means Bookings made pursuant to specific offers made by Mount Cook and includes gift cards issued by Mount Cook
- 1.12** "Responsible Adult" means a person of over 21 years of age who is designated to adequately supervise and act 'in loco parentis' to any Guest who is under the age of 18 years or has special care needs
- 1.13** "Sole Occupancy" means that Cook will take no other bookings in respect of any specified area in the Centre but it does not guarantee access to all facilities

## **2. CONTRACT**

- 2.1** A Contract will be formed when a Customer pays the first invoice issued by Mount Cook in respect of a Booking
- 2.2** The Contract will be upon the terms contained in the Booking and these Terms and Conditions of Business
- 2.3** The Contract constitutes the entire understanding between Mount Cook and the Customer and supersedes any prior contracts, terms and conditions, promises, representations or undertakings.
- 2.4** The provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under the Contract.
- 2.5** The products and services provided under the Contract do not fall within the Package Travel and Linked Arrangements Regulations 2018

## **3. BOOKING**

- 3.1** Bookings may be requested by telephone, letter or email
- 3.2** Mount Cook may without giving reasons decline to accept any request for a Booking
- 3.3** If Mount Cook accepts a request for a Booking it will, subject to Clause 4.2, be confirmed by email. It is the responsibility of the Customer to check that all details of the Booking are correct and if not to inform Mount Cook within seven (7) days of receipt of the email. Mount Cook is not bound to agree to any amendments to the Booking unless the Customer requests them within such seven (7) day period
- 3.4** Only the person who made the Booking can request any amendments to it
- 3.5** The person making the Booking warrants that they are legally capable of entering into the Contract and that the information they have provided to Mount Cook is correct. They further warrant that they have full authority on behalf of all Guests included in the Booking and that all such Guests are aware of and accept the terms of the Contract
- 3.6** Where a Customer makes multiple Bookings, each will be deemed subject to a separate Contract
- 3.7** Mount Cook will issue an invoice in respect of each accepted request for a Booking but neither Mount Cook nor the Customer will be subject to a binding Contract until that invoice has been paid in full in accordance with its terms
- 3.8** The maximum length of a Booking is fourteen (14) days and no Guest may return to the Centre within seven (7) days of departure unless agreed otherwise with Mount Cook
- 3.9** The earliest Arrival at the Centre is 3pm, unless otherwise agreed with Mount Cook in writing. The checkout time from bedrooms is 10 a.m. and Guests are required to strip all bedding (including pillow case, duvet cover and fitted sheet) and place in the corner of the bedroom before checking out. The latest departure time from the Centre is 12noon, unless otherwise agreed with Mount Cook in writing

**3.10** No smoking is permitted in any part of the Centre or the bedrooms

**3.11** Sole Occupancy may be requested but will be subject to explicit agreement at the time of Booking and to any additional terms and conditions agreed at the time of Booking and Customers will be asked to pay for a minimum number of beds or be charged an additional supplement which will be agreed and confirmed at the time of the Booking. Sole usage will not be guaranteed should the number of Guests reduce below the agreed minimum number in the Booking

#### **4. PAYMENT**

**4.1** Payments can be made by BACS transfer, over the phone or via Mount Cook's website and cheques are accepted provided they are sent with enough time to be cleared prior to the invoice payment due date. All invoices must be settled by their due date or Mount Cook reserves the right to cancel the Booking

**4.2** In order for Mount Cook to confirm the Booking the first invoice in the appropriate sum as set out below must be paid:

**Bookings by Individuals:** Payment in full at the time of Booking

**Bookings by Groups:**

**Those made more than seven (7) months prior to Arrival:**

- 10% on Booking
- A further 20% six (6) months before arrival
- The balance of 70% two (2) months before arrival

**Those made between seven (7) and three (3) months before Arrival:**

- 30% on Booking
- The balance of 70% two (2) months before arrival

**Those made less than three (3) months before Arrival:**

- Payment in full at the time of Booking

**4.3** Subject to Clause 5.1 no Individual or Group may bring more Guests than included in a Booking but if there are more Guests on Arrival then Mount Cook in its sole discretion may permit extra Guests subject to payment of the full cost thereof on Arrival

**4.4** Neither Individuals nor Groups shall offer for sale to any person or the general public (or publicly advertise the sale) of places for persons to be included in any Booking nor the Centre in general

#### **5. CHANGES TO BOOKINGS**

**5.1** A Customer can decrease the number of Guests by a maximum of 10% up to three (3) months prior to Arrival and this will not be deemed a cancellation of the Booking. Any

decrease in numbers in the three (3) months prior to Arrival will be treated as a cancellation and the provisions of Clause 6 will apply

**5.2** A Customer can increase the number of Guests, provided there is availability, and Mount Cook confirms this by email.

## **6. CANCELLATION OF BOOKINGS**

**6.1** A Customer may cancel a Booking at any time. Bookings cannot be cancelled in part. Mount Cook will confirm cancellation by email

**6.2** Bookings will be deemed to be cancelled in the circumstances set out in Clause 5.1 or if the Customer and the Guests do not attend the Centre to take up the Booking on the date of Arrival

**6.3** In the event of cancellation, the following will apply:

In calculating the cancellation notice period, it will start from 12 noon on the date of Arrival

### **Bookings by Individuals:**

<b>Notice Period</b>	<b>Cancellation Charge</b>
One (1) week or more before arrival date	Refund 50% of total booking
Less than one (1) week, but more than 48 hours before arrival	Refund 25% of total booking
Less than 48 hours before arrival	Refund Nil

### **Bookings by Groups:**

<b>Notice Period</b>	<b>Cancellation Charge</b>
186 days or more before arrival date	Initial deposit paid
62-185 days before arrival date	Any deposits paid
61 days or less before arrival date	All deposits paid

### **6.4 Third-party services and attraction tickets:**

The total cost of any third-party services and attraction tickets are payable in advance. Any such purchases will form part of your Booking and any cancellations of these third-party services will be dealt with in accordance with clause 6.3, except that if such services or attraction tickets have not been paid in advance the Customer will pay for them upon cancellation

### **6.5 Applying for Refunds:**

It is the Customer's responsibility to apply to Mount Cook for refunds where appropriate

## 6.6 Cancellation by Mount Cook

In the event that Mount Cook has to cancel or change your Booking, in total or in part, Mount Cook will inform you as soon as possible. You will have the choice of either accepting the changed arrangements or taking another booking from Mount Cook, subject to availability, and paying any increased cost or receiving a refund in respect of any difference in cost or cancelling your booking and receiving a full refund of all payments made.

## 7. GROUP LEADERS

**7.1** All Bookings must have a nominated Group Leader who will be responsible to Mount Cook for the Individual or Group as a whole and for each Guest included in the Booking

**7.2** The Group Leader will be responsible for:

- **The Booking:** The Booking Process itself and payment of all Invoices
- **Dietary Requirements:** notification to Mount Cook of any special dietary requirements of any Guest which Mount Cook will use all reasonable endeavours to accommodate
- **Medical Information:** any medical information or mobility issues which are relevant to the stay at the Centre and any activities to be carried out there in relation to any Guest in the Individual or the Group and in supplying such information to be responsible for compliance with all Data Protection legislation
- **Under 18s or those having special needs:** to be or to appoint a Responsible Adult to look after any Guests under the age of 18 years or who have special needs or require special care
- **ID:** to provide valid ID for themselves or for any Guest as required by Mount Cook
- **Behaviour and Discipline:** to be responsible for the discipline and behaviour of each Guest in the Individual or Group and to be responsible for all damage caused by their action or inaction, or the actions of Guests in their Individual or Group

## 8. BEHAVIOUR

**8.1** If the behaviour of any Guest is considered by Mount Cook likely to cause danger, damage or offence or is otherwise unacceptable, Mount Cook reserves the right in its absolute discretion to terminate the Booking completely or in respect of any Guest and to ask the Customer or the Guests or all or any of them to leave the Centre

**8.2** In these circumstances Mount Cook will not be obliged to cover any expense which may be incurred by the Customer or Guest concerned or any other Guests and will not be liable for any claim for compensation or refunds. The Customer is responsible for the cost of any damage caused by the Customer or any Guest. Should any such behaviour halt or interrupt Mount Cook's ability to continue to trade any bed, room or other facility, the Customer will be liable to compensate Mount Cook in full for all losses directly or indirectly incurred. Furthermore, the Customer agrees that Mount

Cook may at its discretion take a pre- authorisation (on the Customer's credit or debit card) of up to £1,000 as a security bond towards damage caused by the Customer or any Guest. If no damage is caused the bond will be released on departure from the Centre

**8.3** Customers and Guests are not permitted to consume their own alcohol beverages in the Centre except with the prior written agreement of Mount Cook

**8.4** All liability in respect of any damage to, theft or loss of property, goods or articles brought onto or left in the Centre, either by the Customer or the Guests or their contractors, agents or any other person working with them shall rest with the Customer. Mount Cook will not accept liability for any of the above unless proven to be a direct result of staff negligence or breach of Mount Cook's policies or procedures

## **9. PROMOTIONAL BOOKINGS**

**9.1** Promotional Bookings will in addition to these Terms and Conditions (where applicable) be subject to specific terms and conditions as set out in the promotional offer. No amendments or refunds can be made and offers are non-transferable. Offers are available at selected time periods and are subject to availability. Advertised rates are exclusive of VAT, unless stated otherwise. This does not affect the Customer's rights should Mount Cook cancel your Booking in which case clause 12 applies. Mount Cook reserves the right to withdraw promotional offers at any time, without prior notice. Donations are non-refundable and gift vouchers are non- refundable

## **10. MEETING ROOMS**

**10.1** Meeting Rooms can be booked without an overnight stay at the Centre

**10.2** The provisions of these Terms and Conditions shall apply to all Bookings (where appropriate) save that:

Provisional Bookings will be confirmed in an email sending an invoice which must be paid in full by the due date or the provisional Booking will be cancelled

Any catering requirements should be notified as soon as possible and confirmed at least 14 days before your Arrival. Payment for catering will be invoiced a minimum of 7 days prior to Arrival and must be paid prior to Arrival

Any lost room key will incur a £5 replacement charge

Damaged equipment will be subject to the appropriate charge

Laptop hire is not included in the hire charge

Mount Cook provide a HDMI cable to connect a laptop to the projector but if the Customer requires any other type of cable the Customer will supply the same

We will provide only minimal technical help but will facilitate a test session if required

**10.3** The provisions of clause 6.3 in regard to individuals shall apply to Meeting Room Bookings

## **11. CAMPING**

**11.1** The provisions of these Terms and Conditions shall apply to all Bookings (where appropriate) save that:

Mount Cook are unable to allow under 18's to camp at the Centre without a Responsible Adult accompanying them

Mount Cook reserves the right to eject Guests immediately who are deemed as causing unnecessary disturbance, noise or behaviour which affects the peaceful enjoyment of the camping facility or the Centre by other Guests

Mount Cook does not allow dogs and pets onsite except for registered assistance dogs

Open fires and barbecues are only permitted within designated concreated areas. Cutting or damaging trees and other vegetation is strictly prohibited, and Mount Cook requests that all Guests respect the natural conditions of the campsite and surrounding areas.

## **12. FORCE MAJEURE**

**12.1** Mount Cook will not be liable if it is prevented or delayed in the performing of any of its obligations under the Contract if this is due to any cause beyond its reasonable control including (without limitation): an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure of the Customer to arrive on time or at all or failure to supply the correct address or notify Mount Cook of any change of address

**12.2** During periods of extreme weather Mount Cook will endeavour to remain open and to keep Customers informed of the latest conditions. If the Centre is open, but a Customer chooses not to travel because of the weather, this will be treated as a normal cancellation and the cancellation terms set out in Clause 6 will apply

## **13. LIABILITY**

**13.1** Mount Cook will not be liable to any Customer or Guest for any loss of personal belongings, which are the responsibility of the Guest to keep safe. Lockers are provided in bedrooms but not padlocks which must be provided by Guests

**13.2** Except in relation to death or personal injury caused by Mount Cook's negligence, Mount Cook's liability is limited to the cost of the Booking under which the claim arises

**13.3** In no circumstances will Mount Cook be responsible for any indirect or pecuniary losses

Owner: Steve Turner. Date for Review: Feb 2023 Path File:

[https://mountcookactivity.sharepoint.com/sites/Operations/Documents/Mount Cook Policies/Checked by Steve Feb 22/MCAC - Terms & Conditions - Feb 22.docx](https://mountcookactivity.sharepoint.com/sites/Operations/Documents/Mount%20Cook%20Policies/Checked%20by%20Steve%20Feb%2022/MCAC%20-%20Terms%20&%20Conditions%20-%20Feb%2022.docx)



of any nature, howsoever arising

#### **14. DATA PROTECTION**

- 14.1** Mount Cook will only store and use the information supplied by a Customer for the purposes of carrying out the Contract with you and for Customer feedback, if the Customer agrees to give the same
- 14.2** Customer contact details will be held on Mount Cook's secure booking system but will be deleted at the Customer's request
- 14.3** In the event that any Group or Guest is expelled from the Centre for any reason, personal details will be stored to ensure that no future Bookings can be made

#### **15. LAW**

- 15.1** The contract is subject to English law and the exclusive jurisdiction of the English Courts.