

Adventure Geek – Terms and Conditions

These Terms and Conditions apply to all Bookings made with Julia Doherty trading as the Adventure Geek, of 1 Mansell Close, Towcester, Northants, NN12 7AY (referred to as “we/us/our”).

Please read these Terms and Conditions carefully before making your Booking. You should understand that by making a Booking with us, you agree to be bound by these Terms and Conditions.

By making a Booking with us, you warrant that (a) you are legally capable of entering into binding contracts; and (b) you are at least 18 years old.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following terms have the following meanings:

“Booking” means your provisional booking of the event;

“Booking Confirmation” means our confirmation that the Booking has been accepted;

“Contract” means the contract formed once the Booking has been accepted, as explained in clause 2. The Booking will incorporate, and be subject to, these Terms and Conditions;

“Website” means www.adventuregeek.co.uk;

“You” and “Your” means the person making the Booking. Where the person making the Booking is doing so on behalf of another person or group of people, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that other person or group of people.

1.2 Each reference in these Terms and Conditions to:

1.2.1 “writing” and “written” includes emails, text messages and similar communications;

1.2.2 a law or part of a law refers to that law or part of it as amended or re-enacted at the relevant time;

1.2.3 a clause refers to a clause in these Terms and Conditions;

1.2.4 “Terms and Conditions” refers to these Terms and Conditions, as may be amended from time to time.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.

1.4 Words signifying the singular number include the plural and vice versa. References to persons include corporations.

2. The Contract

2.1 These Terms and Conditions govern all Bookings made with us, and will form the basis of the Contract between you and us.

2.2 Your Booking constitutes an offer to us. All Bookings are subject to our acceptance, and we will confirm such acceptance by sending you an email to advise that the Booking has been successfully confirmed. The Contract between you and us will only be formed when we send you the Booking confirmation.

3. Walking Club

3.1 If you wish to join our walking club, you will have the option to sign up on an annual or rolling monthly basis.

3.2 Please refer to our Website for full details on what will be included within your membership.

3.3 Our Website also has guidelines on the way in which we have graded the walks for difficulty, equipment and clothing advice, and requirements for walking with dogs. Please check this periodically in the event of any changes.

3.4 If you choose to sign up on a rolling monthly basis, then the first monthly instalment will be payable up front, via the Website. We will then send you information to set up a direct debit for the remaining payments. We reserve the right to cancel or suspend your membership if we do not receive any payment from you on time, or otherwise under clause 8.2 below.

3.5 You can cancel your membership at any time. However, we are unable to offer refunds and you will continue to have access to the walking club (and any applicable, discretionary discounts) for the remainder of your membership term.

3.6 You can also choose to pay as you go, in which case you can sign up and pay through an event booking site, such as Eventbrite. You will enter into a separate contract with the event booking site, on different terms and conditions, and we cannot be held responsible for any actions or omissions of theirs.

4. Weekend Adventures

4.1 Weekend adventures can be booked and paid for via our Website, or if you are already a walking club member, you can book onto these by contacting us directly and we will take payment by direct debit.

4.2 Payment is required in full at the time of Booking.

4.3 We may agree to accept a deposit only with the Booking, at our discretion. In this case, the balance must be paid no later than 14 weeks

prior to the original date for the weekend away. We will cancel the Booking if payment is not received within this timeframe, and if you have paid a deposit, then the deposit will be non-refundable.

4.4 It is your responsibility to arrange and book your travel and accommodation. We may provide recommendations and advice but the ultimate decision regarding suitability rests with you. We cannot be held responsible for any issues resulting from arrangements that you have booked.

4.5 We have not included for any food or drinks and you will need to make your own arrangements for this.

4.6 Please refer to our Website for any specific information relating to each weekend adventure, including the itinerary and any inclusions and exclusions. Our Website also has guidelines on equipment and clothing advice, age limits, and requirements for walking with dogs. Please check this periodically in the event of any changes.

4.7 It is your responsibility to disclose anything that may be relevant to your or any participant’s ability to take part in the event at the time of Booking, such as mobility issues. If you fail to disclose any relevant information and we discover this after your Booking has been confirmed, then we reserve the right to charge for any additional fees we may incur as a result, or in some cases, we may need to cancel your Booking.

4.8 It is your responsibility to ensure that you arrive on time for each part of the weekend adventure at the agreed destinations with appropriate clothing and equipment as required. Please note that you will be unable to take part if you do not have suitable footwear.

4.9 No refunds or reductions will be offered if you miss any part of the weekend adventure, whether through illness, delays in travel or otherwise.

4.10 We reserve the right to request any participant leaves, without any right to a refund or reduction, if, in our sole opinion, they are exhibiting offensive, violent or unsafe behaviour.

5. Adventure Holidays

5.1 Adventure holidays can be booked and paid for via our Website.

5.2 You will be required to pay a deposit at the time of Booking. The balance must be paid no later than 14 weeks prior to the original date for the holiday. We will cancel the Booking if payment is not received within this timeframe, and the deposit will be non-refundable.

5.3 It is your responsibility to book your own travel arrangements. We will arrange accommodation for the adventure holiday through a third-party travel agent. If you wish to upgrade, change or choose other accommodation, or book for a longer period, then this will be your responsibility. We cannot be held responsible for any issues resulting from arrangements that you have booked.

5.4 Certain adventure holidays include some meals, or they may be all inclusive. Please notify us of any specific dietary or other requirements. We also ask that you discuss this at the time with the hotel or restaurant.

5.5 We will provide you with access to an app (such as Trip Plan), where you can view specific information relating to the adventure holiday you have booked, including the itinerary, accommodation information, maps and GPS files, educational videos and details of any other inclusions and exclusions.

5.6 Our Website also has guidelines on equipment and clothing advice, age limits, and other requirements. Please check this periodically in the event of any changes.

5.7 It is your responsibility to disclose anything that may be relevant to your or any participant’s ability to take part in the event at the time of Booking, such as mobility issues. If you fail to disclose any relevant information and we discover this after your Booking has been confirmed, then we reserve the right to charge for any additional fees we may incur as a result, or in some cases, we may need to cancel your Booking.

5.8 It is your responsibility to ensure that you arrive on time for each part of the adventure holiday at the agreed destinations with appropriate clothing and equipment as required. Please note that you will be unable to take part if you do not have suitable footwear.

5.9 No refunds or reductions will be offered if you miss any part of the adventure holiday, whether through illness, delays in travel or otherwise.

5.10 We reserve the right to request any participant leaves, without any right to a refund or reduction, if, in our sole opinion, they are exhibiting offensive, violent or unsafe behaviour.

6. Merchandise

6.1 We may bring merchandise for sale at certain events. Such merchandise is sold as seen, therefore, cannot be returned once purchased.

6.2 Payment is due in cash at the time of purchase. However, we may, at

our discretion, offer to invoice you and take payment later, in which case you must abide by the payment terms on the invoice, or we reserve the right to recover the merchandise and charge you for any damage or usage you have had from it.

7. Price and Payment

7.1 All payments made via our Website will go through an online payment gateway provider, such as PayPal or Stripe. No credit or debit card information is provided to us, and completion of the transaction will be subject to you agreeing to this third party's terms and conditions. A separate contractual relationship will be created between you and this third party, and we cannot be held liable for any errors, actions, omissions or incorrect charges that may be made by them.

7.2 If the price increases during the period between your Booking and the date of the event, we will inform you of the increase and of any difference in the total price. If you do not agree to the new price, then either we or you may cancel the Contract in accordance with clause 8.

7.3 If you fail to make any payment to us on time, then we reserve the right to cancel the Contract and/or charge you interest on a daily basis at a rate of 4% per annum above the Bank of England base rate, from the due date until the date of actual payment. We also reserve the right to charge the cost of legal fees and other costs we may incur in attempting to recover any outstanding debt. If we cancel the Contract under this clause 7.3, then no refunds will be offered for any payments made in advance.

8. Cancellation

8.1 If you wish to cancel the Contract, you may do so at any time by giving us written notice. However, please note:

8.1.1 If you cancel more than 70 days before the original start date of the event, then we will retain any deposit paid;

8.1.2 If you cancel between 70 and 57 days of the original start date of the event, we will retain 30% of the total event price;

8.1.3 If you cancel between 56 and 43 days of the original start date of the event, we will retain 50% of the total event price;

8.1.4 If you cancel between 42 and 15 days of the original start date of the event, we will retain 80% of the total event price;

8.1.5 If you cancel within 14 days of the original start date of the event, or after it has started, we will retain 100% of the total event price.

8.1.6 We will also reserve the right to charge for any costs we may have incurred prior to the date of your cancellation.

8.1.7 Any refunds owed to you will be paid within 14 days. If you have not yet paid enough to cover the cancellation amount due, then these sums will become immediately due and payable.

8.1.8 If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

8.1.9 We reserve the right to cancel the Contract at any time and will confirm this in writing. If we cancel because you have failed to comply with any of your obligations under these Terms and Conditions, then we will charge (or keep payments made in advance) for any costs we may have incurred and will refund any balance to you within 14 days. If we cancel due to no fault of your own, then we will refund any payments you may have made in advance within 14 days.

8.2 If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the event, we will notify you as soon as possible. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original, or better, as reasonably possible in the circumstances. If we have to make a significant change for any reason, we will offer you the alternative, or you may cancel the Contract in which case we will refund any payments you may have made in advance.

9. Liability

9.1 We will ensure that we have sufficient public liability and other applicable insurances to fulfil the Booking. It is your responsibility to obtain and maintain sufficient medical, travel and event insurance.

9.2 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

9.3 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

9.4 Nothing in these Terms and Conditions is intended to or will limit or exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

9.5 Nothing in these Terms and Conditions is intended to or will limit any of

your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

10. Events Outside of Our Control (Force Majeure): We will not be liable for any failure or delay in performing our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: adverse weather, power failure, internet service provider failure, industrial action or strikes, civil unrest, fire, flood, storm, earthquake, pandemic, epidemic, act of terrorism or war, government action, or any other event that is beyond our reasonable control.

11. Intellectual Property

11.1 We own and retain ownership in all our intellectual property and confidential information. This may include, but is not limited to, our processes, procedures and details of walk information. You are not permitted to use our intellectual property or confidential information without getting our prior written consent.

11.2 We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of our intellectual property rights and confidential information. This includes cancelling the Contract under clause 8.2.

12. Data Protection

12.1 We will comply with all applicable data protection legislation in force including, but not limited to, the Data Protection Act 2018, the UK General Data Protection Regulation, and any subsequent amendments to them.

12.2 For further information on our processing of personal data, please refer to our privacy policy, available on our Website.

12.3 You warrant and agree that if you pass us the personal data of any third party, you have obtained the express permission of such parties to pass their data to us as a third party. We will only collect, use and hold such data to perform our obligations under the Contract.

12.4 We may use photographs and videos we take or which you send to us, and testimonials you give to us, in marketing literature, on social media and on our Website. Please let us know if you do not consent to this. Any photographs and videos we take will belong to us.

13. Other Important Terms

13.1 We may transfer (assign) our obligations and rights under the Agreement to a third party (if, for example, we sell our business) and we will inform you in writing. Your rights under the Agreement will not be affected and our obligations under the Agreement will be transferred to the third party who will remain bound by them.

13.2 You may not transfer (assign) your obligations and rights under the Agreement without our express written permission, which will not be unreasonably withheld.

13.3 We will be free to sub-contract any of our obligations under the Agreement and we will be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.

13.4 The Agreement is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.

13.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.

13.6 No failure or delay by either party in exercising any rights under the Agreement means that we or you have waived that right, and no waiver by either party of a breach of any provision of the Agreement means that we or you will waive any subsequent breach of the same or any other provision.

14. Complaints: We welcome feedback and, while we always endeavour to ensure that your experience is a positive one, we nevertheless want to hear from you if you have any cause for complaint. Please make any complaint to us in writing in the first instance so we can investigate. We respectfully request that you do not post any negative reviews on social media until we have had a chance to remedy the issue.

15. Law and Jurisdiction

15.1 These Terms and Conditions and the relationship between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.

15.2 Any dispute, controversy, proceedings or claim between you and us relating to the Agreement or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.