

Heritage Adventures (Cornwall) – Terms & Conditions

Thank you for choosing to take a tour with Heritage Adventures (Cornwall). Please ensure that you have read and agree to the following Terms and Conditions. By making a payment and booking you are entering into a binding contract with Heritage Adventures (Cornwall) based on these Terms and Conditions.

Definitions

‘Provider’ refers to Heritage Adventures (Cornwall).

‘Partner Business’ refers to a business with whom Heritage Adventures has teamed up with to provide a particular tour/type of tour (for example, the boat operator we use for our sea-based tours).

‘Client(s)’ refers to the individual/s or group paying for services.

‘Tour(s)’ is an umbrella term for the different types of heritage adventures provided/booked, including scheduled Tours (Cliff-top Hikes, Estuary Cruises, Explore Newlyn, Sea Quests) and those arranged through Private Hire.

Note for Agents: It is your responsibility to ensure that the Clients you are representing understand the following terms and conditions. Failure to do will be the liability of the agent and not the Provider.

Covid-19 Pandemic

Measures will be put in place in line with current Government Covid-19 guidelines, in order to keep Clients and the Provider safe. Please note that, as a result, Tours and the Provider’s approach may need to change at short notice, and Clients may be refused attendance if not following Government guidelines.

Booking & Payment

Booking and payment for scheduled Tours is normally made via the Provider’s website (www.heritageadventures.uk). Arrangements for Private Hire are agreed via phone/email, with payment being made via bank transfer (BACS). For last-minute, on the day bookings payment can be made via the Provider’s portable Card Reader at the beginning of the Tour.

The Client’s place on a Tour is reserved when:

- full payment is received for scheduled Tours;
- 50% deposit or full payment is received for Private Hire Tours.

Full payment for Private Hire Tours is due 4 weeks before the event, or in circumstances where the Tour date is less than 4 weeks away, the full amount is due on booking.

There may be an additional charge (through your bank or external transfer company) if booking from abroad, which is beyond the control of the Provider.

The Providers Responsibility

- The Provider is not held by contract to provide an event until the full amount is received.
- All descriptions of Tours are intended as a guideline only.
- The Provider reserves the right to adapt and modify Tours as needed.
- Prices are as advertised or as agreed in writing.
- The Provider reserves the right to remove any participant from a Tour if their behaviour is deemed inappropriate or abusive.
- The Provider has a Health & Safety policy and all Tours will be subject to a risk assessment by The Provider and/or their Partner Business.

Responsibility of the Client/Agent

- Client(s) agree they are physically able to participate in the Tour they have booked, to ensure an appropriate and safe event.
- Client(s) are aware of the potential risk of outdoor activities and acknowledge that every care is taken to avoid potential risks and injuries.
- Client(s) take full responsibility for their own well-being on the Tour and assume all risks, including acts of God, of injury, death, and/or loss to his/her person and/or property knowingly and voluntarily.
- Personal belongings are the sole responsibility of the Client(s). No liability is accepted for any personal belonging unless it is due to the Provider's negligence.
- Client(s) always listens to and adheres to reasonable advice and instructions by the Provider.
- All children and dogs attending the Tour are the sole responsibility and should be under the control of the parent/carer/owner.
- Client(s) to arrive prepared, including appropriate clothing and footwear, in the understanding that the Tour will go ahead in all weather, unless dangerous.

Cancellations/ Alterations by the Provider

Whilst every reasonable effort is made to deal with such contingencies there may be occasions when the Provider, through no fault of her own, is forced to, postpone, alter the date or time, cancel a Tour, bring a Tour to an early close, or to make 'significant' or 'minor' changes.

These circumstances include; minimum numbers not reached (the Tours require a minimum number of participants for them to be viable), natural variables, weather and sea conditions (which may include; gale force winds, large swell, torrential and consistent rain, sub-zero temperatures, other dangerous weather), illness, transport cancellations, natural disasters, acts of God, epidemic or terrorist activity, other unforeseeable situations.

All efforts to be made to inform the clients of these changes as soon as is practically possible, this may be very short notice during or before the event.

In circumstances where an event is cancelled or the date is changed, the Client will be offered the option to:

- participate in an alternative date on a similar Tour to the same value;
- participate in a different Tour and, if the value is more, to pay (Client's responsibility) the difference in price, or if the price is lower, be reimbursed the difference in price (Providers responsibility);
- If for some reason this is not possible, you will be offered a full refund.

Cancellation/Alterations by the Client

In circumstances where commitments cannot be adhered to the following costs will be incurred. The Client acknowledges that such fees are acceptable due to the Provider needing to plan for and administrate the Tours.

For scheduled Tours:

- Cancellation less than 1 week before the event will result in the Client's place(s) being forfeited;
- Alteration to the date of booking will need to be re-scheduled within 12 months of the original booking.

For Private Hire Tours:

- Cancellation from the time of booking to 4 weeks before the Tour will forfeit 50% deposit;
- Cancellation less than 4 weeks before the Tour will incur a charge of the full amount.
- Alteration to the date of booking and will need to be re-scheduled within 12 months of the original booking.

Cancellation by the Client due to weather is not acceptable, unless it is agreed with the Provider that the weather is dangerous to go ahead in and, therefore, the Tour will have been cancelled, postponed or altered.

A 12 month (longer if needed) extension is automatically issued to all bookings affected by Government Covid-19 guidelines.

Lateness/Delays

- If Client(s) know they are going to be late they must make every effort to let the Provider know (by mobile, NOT email) – 07719 194325.
- The Provider will wait for up to 10 minutes for late comers, subject to the agreement/needs of the Clients present and the Partner Business involved in providing the Tour.

- If the Provider is late, they will endeavour to let the Client(s) or someone in the group know (Clients should note the Providers mobile number for this reason).
- If the Provider's transport is cancelled or severely delayed the Tour may need to be postponed or cancelled.
- If this is the case, the Client will be reimbursed the amount paid for the Tour and offered an alternative date.

Communication

The Provider is committed to communicating clearly with Clients within working hours. Please note that, for last minute enquiries/notifications, the Provider is best contacted by text on 07719 194325 (NOT by email).

All communication from Clients will be responded to by the Provider as soon as possible. Note, however, that some Tour locations have poor mobile phone reception, making communication not always possible.

Clients are expected to provide a mobile phone number in case the Provider needs to be in contact on the day of the event.

Complaints/Grievances

In the unlikely event that a Client has cause for complaint about a Tour, the complaint should be made to the Provider during the Tour in order that it can be addressed immediately and corrective action can, if necessary and possible, be taken.

The Client acknowledges that it is unreasonable to not raise their concern during a Tour but to complain later.

However, should a problem not be resolved to the Client's satisfaction, complaint should be made in writing within 28 days of the relevant Tour.

To the extent permitted in law the Provider will not be liable in respect of claims first intimated later than 28 days from the close of the relevant Tour.

Liability

Tours are by their very nature not free from potential hazard. The Provider makes every effort to minimise risk to Clients and instructs Clients in the safe negotiation of such risks as may remain.

Consequently, the Client acknowledges that there are circumstances in which an accident could befall a Client without the Provider being at fault and accepts that they are taking part in a Tour at their own risk.

a) The Provider only accepts liability for physical injury to a Client that is shown to result from negligence on the part of the Provider.

b) The Client acknowledges that other loss, damage and expense (including, without limitation to; loss of money, loss or damage to clothes and possessions, losses arising from the cancellation of a Tour) is not the responsibility of the Provider and that the Provider's liability is limited accordingly.

Insurance

Public Liability Insurance is held by the Provider. A copy of the P.L. document can be seen on request.

The Client is strongly advised to take out personal insurance of the type available to holiday makers, to cover the risks ordinarily covered by such policies, including personal injury, loss of belongings and money and cancellation.