

TERMS & CONDITIONS

West Cork Secret Adventures Ltd therein after referred to as (West Cork Secret) Terms and Conditions of all bookings for individuals, groups and corporate bookings.

In proceeding with any booking it shall be deemed that the person booking activities with West Cork Secret and each and every delegate, booking party and / or participant (The Client) have entered into a contract agreement with West Cork Secret and in doing so have accepted the following terms and conditions.

General Issues

These Terms and Conditions apply to the booking of any activities, services and any ancillary products at any location with West Cork Secret. These Terms and Conditions contain important information concerning participation by The Client, and members of The Client's group and, accordingly, The Client acknowledge and agree that The Client shall ensure that all members of The Client's party are aware of and accept these Terms and Conditions. No variation to these Terms and Conditions shall be binding unless agreed in writing by West Cork Secret. Any typographical clerical or other error or omission in any booking confirmation or other documentation issued by West Cork Secret (including any electronic documentation) shall be subject to correction without any liability on the part of West Cork Secret. West Cork Secret reserves the right to make changes to the Activities whether to conform with any applicable safety or other statutory requirements or otherwise.

These Terms and Conditions incorporate West Cork Secret's Risk acknowledgment and Disclaimer. The Client and each member of The Client's party may be required to sign the Risk Acknowledgement and disclaimer before being allowed to undertake the activities.

Booking Confirmation

The booking is confirmed once West Cork Secret has verbally accepted the booking, or has issued a written confirmation, receipt or invoice. This includes email and website confirmation if booked online. Once a booking has been confirmed, The Client will have an allocated date and time slot. The Client must advise West Cork Secret as soon as possible of any mistake in West Cork Secret's booking confirmation. West Cork Secret shall use all reasonable endeavours to ensure that The Client and The Client's party's participation commence at the time booked and it shall be the responsibility of each participant to ensure that they arrive in sufficient time. Late arrivals may not be permitted to undertake the Activities and no refunds or compensation will be payable in such circumstances.

Booking Process

To book an Event, activities or services contact the reservation line on 087-8331206 and request a quote, or visit West Cork Secret's website at www.westcorksecret.ie and either

book instantly online or fill in the online request form. Any Quotation given by West Cork Secret will only be valid for a fixed period of time and may be withdrawn at any time prior to West Cork Secret's confirmation of the booking. Prices quoted shall remain valid for such periods as shown on the first page of the quote form or as otherwise specified.

To secure a booking call or email West Cork Secret and quote The Client's customer reference. For group bookings (more than 24 people) a 25% deposit will be required, details of which will be found on the quote form. Failure to send the deposit will result in any provisional bookings being cancelled after the five day holding period.

When West Cork Secret has confirmed availability and received The Client's deposit, West Cork Secret will send to The Client a Booking Confirmation and Invoice. The Client should contact West Cork Secret within 2 days to notify West Cork Secret of any errors in the confirmed reservation or the invoice (or within 24 hours if the Event falls within 14 days). The invoice will show the details of The Client's booking, paid amounts and (where applicable) the date on which the balance of the payment is due.

Gift Vouchers

Once a gift voucher has been purchased it cannot be cancelled, extended or transferred. Gift vouchers only apply to Activities and cannot be used against intangible goods, food or cafe orders.

Payment and Cancellations for normal bookings:

All normal booking MUST have a deposit paid for in advance. You shall be entitled to cancel your booking subject to West Cork Secret receiving your request for cancellation at least 7 days before the start time. Any requests for cancellation must be made by telephoning the booking line 087-8331206.

Payment and Cancellations for Group Bookings:

Cancellations by The Client:

In the event of Cancellation, the following charges will apply
More than 7 days notice- Full deposit refunded

Less than 7 days- deposit non-refundable

West Cork Secret reserves the right to cancel the booking if; a) Due to circumstances beyond the control of West Cork Secret including but not limited to war, riot, industrial dispute, or fire; and in such circumstances West Cork Secret have no liability to make any payments to The Client or refund any part of the booking. b. It proves necessary to close the Activities for reasons beyond the control of West Cork Secret and in circumstances where The Client's party has commenced participation in the Activities; The Client shall not be entitled to any refund (in part or in whole). In such circumstances West Cork Secret may, but shall not be obliged to, offer alternative dates or times at reduced rates. It shall use its reasonable endeavours to notify The Client as soon as possible, no other compensation shall be payable.

For group bookings the preferred method of payment is by electronic bank transfer. Bank details are available by request.

Payment By Via, sum-up is accepted in advance of the event either online or by contacting the booking line: 087-8331206. Payments made by debit or credit card will be refunded to the same card or, if the card has subsequently expired, by cheque. Payments should be made payable to West Cork Secret. Gift vouchers are permitted.

Making Changes to The Client's Event

Final numbers for the group must be agreed 5 days prior to Event. The Client shall be entitled to a maximum 10% reduction in numbers from then up until arrival. This can be provided in the form of a refund. West Cork Secret will endeavour to accommodate additional participants (at extra cost) after this time but cannot guarantee that it will be able to do so. West Cork Secret shall endeavour to accommodate any request for changes to the Event received up to 7 days prior to the Event and shall advise The Client of any alteration to the price as a consequence of such changes. No request for changes will be accepted after such date. If The Client wish to change the dates for the Event, West Cork Secret shall re-schedule the Event at no additional cost (subject to availability) if numbers and the activity choice remain unchanged and subject to the re-scheduled Event taking place within the same calendar year within which the Event was booked. All requests for cancellation or changes need to be made to West Cork Secret in writing (text,email and whatsapp only).If by email please allow 48 hours for notification to be received. Deposits are non-refundable unless otherwise provided in these Booking Conditions.

If West Cork Secret cancels or changes The Client's Event:

It is unlikely that West Cork Secret will have to make alterations to The Client's Event but, as arrangements are planned many months in advance, West Cork Secret reserves the right to make changes, or, in certain circumstances, cancel The Client's Event. Most changes are of a minor nature and West Cork Secret will advise The Client at the earliest possible date. Occasionally, West Cork Secret may have to make a "Major Change" which is defined as follows:

If West Cork Secret has to make a Major Change West Cork Secret will inform The Client as quickly as possible.

If there is time to do so before The Client's recommended arrival time West Cork Secret will offer The Client the choice to Accept the changed arrangements, or purchase an alternative Event/day from West Cork Secret. If no alternative date is available, West Cork Secret will refund of all monies The Client have paid to West Cork Secret.

Please note that the above options are not available where any change made is a minor one. West Cork Secret reserves the right to make changes to West Cork Secret course and activity whether to conform with any applicable safety or other statutory requirements or otherwise.

In the event it proves necessary to close the Activities for reasons beyond the control of West Cork Secret, e.g. in inclement weather, and in circumstances where The Client's party has commenced participation in the Activities, The Client shall not be entitled to any refund (in part or in whole). In such circumstances West Cork Secret may, but shall not be obliged to, offer alternative dates or times at reduced rates.

Postponement and Changes in the Event

Whilst every effort is made by West Cork Secret to carry out the activity in accordance with the booking, West Cork Secret retains the right to postpone or change the booking or nature of the activity if this is necessary due to circumstances beyond its control including but not limited to adverse weather conditions or unavailability of suitable staff, equipment or the original venue. In such circumstances West Cork Secret will notify The Client as soon as reasonably practicable of such changes and suitable arrangements will be made.

Changes in Event Participant numbers

The final confirmed numbers noted above will be the numbers charged for. The Client must notify any changes in the final participant numbers in writing to West Cork Secret by sending an email to info@westcorksecret.ie no later than 7 days in advance of an event for group bookings. West Cork Secret will confirm receipt of the email to change the participant numbers. If West Cork Secret does not confirm receipt of the email, it is assumed that West Cork Secret has not received the e-mail and the original contracted participant numbers will apply.

West Cork Secret's Authority at the Event

The Client agrees on its own behalf and on behalf of each and every party member:- i. That the opinion of West Cork Secret is final; ii. To comply with any request or order made by West Cork Secret (and its representatives) in the interests of safety howsoever expressed; iii. To comply with any reasonable instruction given by West Cork Secret for any other reason. iv. West Cork Secret reserves the right to request any party member to leave or be removed if in the opinion of West Cork Secret the party member is behaving in a dangerous, unreasonable or disruptive manner and The Client agrees that such request will be complied with by each and every party member. In such circumstances West Cork Secret will be under no liability to The Client or the party member in respect of any refund of the booking or compensation for any costs or damage which may be incurred by The Client or the party member. b. There must be at least 1 adult observing to every 15 children (under 16) for activities.

Liability of The Client for Damage

The Client agrees that in the event of damage being caused to any facilities,(including buildings and fixtures and fittings), vehicles or equipment of whatsoever The Client will be

liable for the facilities and each and every vehicle or piece of equipment so damaged as follows: – i. If the damage arises out of any act or omission of The Client or any party member The Client shall be liable for the first €500.00 on each and every item. ii. If the cause of the damage were deliberate The Client shall be liable for all the damages so caused or the full replacement values of each and every item.

Alterations in the Price

Additional services requested by The Client before or on the day and not included in the original booking will be payable by The Client on site.

Safety

Adventure Activities, by their nature, can be dangerous and are offered on a ‘Challenge by Choice’ basis by West Cork Secret. Whilst West Cork Secret provide all instruction and take all reasonable precautions, accidents can occur. It is therefore important to note that in taking part in an Adventure Activity, The Client (including their staff, participants and delegates) is doing so at The Client’s own risk and that West Cork Secret do not accept any responsibility for loss or injury that maybe suffered.

West Cork Secret reserves the right to refuse admittance to, or to remove a participant from, the Activities should it deem it necessary to do so and no refunds will be given. This includes a participant who does not comply with the safety rules and advice and the safety system or who is deemed to be under the influence of alcohol or drugs or is not wearing appropriate clothing.

All participants are required to act responsibly and courteously at all times and to respect other participants. West Cork Secret shall be entitled to prevent any person from undertaking or completing the Activities in the Event it deems the behaviour of any participant unsuitable. West Cork Secret reserves the right to refuse admittance or remove a participant from the Activities should we it deem necessary to do so.

The Activities may be physically demanding and require a degree of agility, strength and stamina. If participants have medical concerns they are advised to consult their doctor in advance. Participants will be required to confirm that they do not suffer from any medical conditions, which could result in injury to themselves or others. Due to the physical nature of the Activities, this activity is not suited for women who are pregnant.

All participants must be reasonably fit and healthy. Anyone who does not meet these requirements will not be allowed to undertake the Activities. It is The Client’s responsibility to ensure that all members of The Client’s party meet these requirements.

If any participant has any health conditions or injuries (including but not limited to the following); non-controlled epilepsy, pregnancy, back injury, shoulder injury, neck injury, sprained or weak limbs, heart condition, for safety reasons, they cannot participate at any Activities. The booker must be an authorised representative of The Client and he / she

confirms that by booking and agreeing to all these Terms and Conditions that all participants are in sufficient good health to participate in the programmes or activities provided and there are no pre existing conditions which may be aggravated by participation.

The Activities will remain open in most weather conditions but not in circumstances of gales, lightning, heavy ice or snow at the discretion of the site manager. No refunds or compensation will be payable by West Cork Secret in the event that any participant is not permitted to, or decides not to, undertake or complete the Activities for the reasons set out in this clause.

After the safety briefing participants may not be directly supervised by an instructor. Minimum age for participation is 7 years old. Under 16's must be accompanied onsite by an adult but adults do not need to participate. Adult child ratios apply. One adult is permitted to supervise a maximum of 15 under 16 year olds. Participating adults must sign a Risk Acknowledgement and Disclaimer stating that he or she will accept responsibility for the safety of himself or herself and for the supervision of children in his or her care. Disabilities will restrict participation.

Clothing

Participants must be dressed appropriately and it shall be the responsibility of all participants to ensure that they are dressed suitably. Participants may not undertake the Activities in open-toed or slip-off shoes (old runners are best). Long hair must be tied back. Waists must be covered and skirts are not deemed as suitable attire. Piercings must be removed or taped over for comfort and safety.

West Cork Secret will not be responsible for any damage to or loss of clothing or other personal items of persons resulting from participation in the Activities and West Cork Secret advises participants to wear clothing appropriate for the weather conditions. West Cork Secret reserves the right to refuse admittance to the Activities to any participant who is not appropriately dressed.

Insurance

West Cork Secret has Public Liability Insurance, Contingency Insurance, Employers Liability. A copy of any of the above is available upon request to any client.

Liabilities

Except as otherwise provided in these Terms and Conditions West Cork Secret shall not be responsible for the loss, or damage, of or to any property or to any person arising from the booking of or participation in the Activities. Parking facilities are available at the site, and any vehicles are left at the owners' risk. Nothing contained in these Terms and Conditions is intended to nor shall limit the liability of West Cork Secret in respect of death or personal

injury caused by the negligence of West Cork Secret or of its employees, agents or contractors.

Miscellaneous

If any of these terms are determined to be illegal, invalid or otherwise unenforceable it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and continue to be binding and enforceable. Nothing above shall confer on any third party any benefit or the right to enforce any of these Booking Terms and Conditions. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of Ireland and West Cork Secret and The Client submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

Arrival times at site

Participants should arrive at least 30 minutes before they are due to start activities to get kitted out and for the safety briefing. This is essential as activities have limited capacity and delays to the start of the Event will not be accommodated, to prevent impact on participants later in the day. If participants miss start times due to reasons outside their control (for example delays caused by bad traffic), then it will be at the discretion of West Cork Secret site manager, as to whether he/she is able to re-accommodate the late arriving participant into course instruction and participation. No refunds or part-refunds will be made for late arriving participants in the event this is not possible.

Compensation

West Cork Secret will not be liable to pay any compensation to any group member, under any circumstances. Compensation will not be payable, and no liability beyond offering the above mentioned choices, can be accepted where West Cork Secret are forced to make a change as a result of unusual and unforeseeable circumstances beyond West Cork Secret's control, the consequences of which West Cork Secret could not have avoided even with all due care, (see Force Majeure). In all cases, West Cork Secret's liability for Major Changes is limited to offering The Client the above mentioned options. West Cork Secret regrets that it cannot pay any expenses, costs, or losses incurred by The Client as a result of any change. No compensation is payable for minor changes.

Force Majeure

West Cork Secret shall not be liable for any failure to perform its obligations or forced to cancel or, in any way change, The Client's arrangements where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war,

rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity [or telephone service], industrial dispute, riots, civil strife, political unrest industrial dispute, terrorist activity, natural or nuclear disasters, fire or adverse weather conditions, epidemics, theft, quarantine, medical or customs regulations, technical and administrative problems with transport, closure of airports & train stations, breakdown with machinery and equipment, water shortages or other unusual and unforeseeable circumstances beyond West Cork Secret's control which could not have been avoided and no other Party will have a right to terminate this Agreement in such circumstances.

West Cork Secret's Liability to The Client

Whilst West Cork Secret provide all instruction and take all reasonable precautions, accidents can occur. It is therefore important to note that in taking part in any activity The Client (including their staff, colleagues, and other participants booked by the client) is doing so at The Client's own risk and that West Cork Secret do not accept any responsibility for loss or injury that maybe suffered. West Cork Secret shall not be responsible and has no liability to The Client or any Guest for any loss or damage of any nature howsoever caused arising out of or in connection with attendance at the Event to The Client or the Guest or the property of The Client or Guest or the loss, or damage, of or to any property or to any person arising from the booking of or participating in the activities. Adventure and non-adventure activities, by their nature, can be dangerous. Parking facilities are available at the site, and any vehicles are left at owners' risk. Except as otherwise provided in these Terms and Conditions any liability of West Cork Secret shall be limited to the refund of any charges paid to West Cork Secret. Nothing contained in these Terms and Conditions is intended to nor shall limit the liability of West Cork Secret in respect of death or personal injury caused by the negligence of West Cork Secret or of its employees, contract instructors or agents. Subject to the terms of these Booking Conditions, West Cork Secret's liability hereunder (except in respect of death or personal injury caused by West Cork Secret's negligence) for any delay in performing or any failure to perform any of West Cork Secret's obligations shall be limited to the payment of compensation as provided herein or a refund of payments made. Any refunds as payments of compensation are subject to The Client having first taken all reasonable steps to notify West Cork Secret's staff or the supplier at the Event and given West Cork Secret the opportunity to rectify the problem. West Cork Secret cannot accept responsibility for death, injury or illness caused during The Client's Event unless it is proved this is due to negligence or omission of West Cork Secret's employees, agents, suppliers or subcontractors whilst carrying out activities of their duties on West Cork Secret's behalf. Nothing contained herein is intended to or shall it limit West Cork Secret's liability for death or personal injury arising from West Cork Secret's negligence. Except as otherwise provided, West Cork Secret's liability for any claim (excluding personal injury, illness and death) will be limited to the cost of The Client's Event. West Cork Secret warrants that it has taken all reasonable and proper steps to ensure that the suppliers of the various services, which will be provided to The Client as part of The Client's Event, are safe and reputable businesses and that they comply with the local and national laws and regulations which apply to the service they provide. Personal injury: If The Client and any member of The Client's party suffers illness, injury or death and it is proved this is due to negligence or omission of West Cork Secret's employees, agents or suppliers, The Client must tell West Cork Secret or the supplier involved about The Client's

illness or injury whilst The Client are at West Cork Secret's site and write to West Cork Secret within three months with details.

Disputes

All disputes which arise between the parties in connection with this Agreement, or the subject matter of this Agreement, shall be decided by an arbitrator agreed by the parties, in default of agreement, appointed by the President for the time being of the Law Society of Ireland or in the event of his unwilling or unable to do so by the next senior officer of the Society who is willing and able to make appointment provided always that these provisions shall apply also to the appointment (whether by agreement or otherwise) of any replacement arbitrator where the original arbitrator (or any replacement) has been removed by order of the High Court, or refuses to act, or is incapable of acting or dies.

Proper law

The validity and construction of this agreement shall be governed by the laws of the Republic of Ireland.

Complaints about The Client's Event

West Cork Secret appreciates that, in spite of every effort that it puts in to make sure that The Client have a trouble free enjoyable Event, things from time to time go wrong. If The Client has a complaint The Client must inform West Cork Secret's staff or hosts immediately. They will do their utmost to resolve the problem as soon as possible. In the unlikely Event that a satisfactory solution is not found and The Client wish to bring the matter to West Cork Secret's attention, please write to West Cork Secret (address above) detailing in full the nature of the complaint, and The Client's booking and contact details within 28 days of the Event. This will allow West Cork Secret to investigate The Client's complaint efficiently and effectively.

Data Protection

In order to process The Client's Event booking with West Cork Secret and to ensure that The Client's Event arrangements run smoothly and meet The Client's requirements, West Cork Secret needs to collect from The Client, hold and use certain personal information relating to The Client and all The Client's members of The Client's group. This includes as Private and Confidential appropriate The Client's company's/organisation's or an individual's name, address, telephone number, email address, credit card or debt card number, card expiry date and activity requirement or other information relating to The Client's company's or organisation's Event group booking. West Cork Secret may have to pass on certain personal information to companies, organisations and third parties (for example West Cork Secret's

insurers, and relevant suppliers of The Client's Event arrangements relating to The Client's booking, including security or credit checking companies) in order that The Client's Event group booking can be processed. If The Client do not wish West Cork Secret to pass on certain personal information to companies, organisations and third parties, West Cork Secret cannot make The Client's booking. Accordingly, in making this booking The Client consent on behalf of all members of The Client's group to West Cork Secret passing on certain personal information to companies, organisations and third parties in order to process The Client's Event group booking. West Cork Secret will not pass any sensitive personal information (as defined in the Data Protection Act 1998) collected from The Client to companies, organisations or selected third parties that are not part of The Client's Event arrangements. West Cork Secret may be required to provide information by law as permitted by the Data Protection Act or by a legal authority recognised by the European Union. For The Client's protection West Cork Secret is registered under the Data Protection Act 1998 and have given all appropriate notifications to the Information Commissioner. The Client may request details of personal information that West Cork Secret hold about The Client under the Data Protection Act 1998. A small fee will be payable. This fee will not exceed €10 per data subject. If The Client would like a copy of the information held on The Client please write to us or email us. If The Client believe that any information West Cork Secret is holding on The Client is incorrect or incomplete, please write to us or email us. West Cork Secret will promptly correct any information which is found to be incorrect.

Risk Acknowledgement and Disclaimer

These Terms and Conditions incorporate West Cork Secret's Risk Acknowledgement and Disclaimer, which The Client and each member of The Client's Group will be required to sign before being allowed to undertake the Activities.

About Our Staff

All of our staff are qualified in the activities being taught and all activities are on a 'Challenge by Choice' basis. Our activities & safety management systems are independently assessed to adventure industry and health and safety standards. This means that West Cork Secret staff are there to make sure that you are safe, have a great time and will give you the encouragement to do as much or as little as you want to. Personal accidental loss/damage of belongings are not insured. Participants are covered by West Cork Secret's insurance in the highly unlikely event of negligence by one of our employees.

Acknowledgement of risk

There will always be some risk involved in any type of adventure activity, and indeed the benefits of the activity would probably be nullified if these risks were completely removed. The type of risk is generally confined to the same sort of risks that a normal adult involved in active recreation may experience. We consider the level of risk to be low and reasonable. However, you must decide if you also consider it reasonable. Our 'Challenge by Choice'

approach endeavours to ensure that participation in any activity is always at your own discretion. The above declaration does not absolve West Cork Secret of its “Duty of Care” and other legal responsibilities. West Cork Secret reserves the right to preclude any person from participating in adventure activities where safety considerations may put participant’s safety or the safety of other persons at risk.

West Cork Secret advises participants that if they are in any doubt whatsoever about their medical fitness or injury status with regard to undertaking the adventure activities we provide, that they must only undertake activities as observers who may not participate directly in adventure activities. If in any doubt you should consult your medical practitioner before participating in adventure activities.