

## MOUNT COOK TERMS AND CONDITIONS

Mount Cook Activity Limited is a non-for-profit Organisation and trades under the name of Mount Cook Adventure Centre, located at Porter Lane, Middleton-by-Wirksworth, Matlock, Derbyshire, DE4 4LS. The Registered Company Number is 08906431, and the Vat Registration Number is 241 6281 25. In these Terms and Conditions, it is referred to as 'Mount Cook', 'The Centre', 'we' or 'us'.

### 1. GENERAL

#### 1.1 Glossary

"Booking" means a booking for a stay at Mount Cook and includes: Accommodation, Function Room Hire, meals, activities and any other product purchased from Mount Cook;

"Contract" means the agreement between us and you to fulfil a Booking or purchase a Product;

"Customer" means any customer who makes or is making a Booking with Mount Cook or purchases a Product from Mount Cook and references to 'you' and 'your' shall have the same meaning;

"Group" means an organised, official group formed with a constitution and/or memorandum and articles and as explained in further detail in clause 5;

"No-Show" means a guest who does not arrive and gives no notice or indication of such intent;

"Writing" means letter, fax or email;

"Mount Cook" means the Mount Cook Adventure Centre;

"The Premises" means the building(s), woodlands, grounds, Quarry and any other recreational/ or other facilities belonging or utilised by Mount Cook Adventure Centre;

**1.2** These conditions and any matters referred to by us, form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.

**1.3** Any omission or error in any sales literature, web page or site, order form, quotation, price list, order acknowledgement, dispatch note, invoice or other document issued by us may be corrected by us without liability. We will advise you of any changes at the time of making a Booking or purchasing a Product or as soon as is reasonably possible thereafter.

**1.4** 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 any Contract.

## 2. MAKING A BOOKING

**2.1** All Bookings are subject to acceptance by us and we will confirm such acceptance to you by sending you an e-mail that confirms that the booking has been successful. The Contract between us will only be formed when we send you this confirmation. If you have made multiple orders, the Contract will only relate to the order or part of the order which has been confirmed as successful. All Bookings are subject to availability and Mount Cook reserves the right to decline any booking at its discretion. Upon receipt of this confirmation it is the responsibility of the customer to check all details confirmed are correct in terms of the customer's requirements. If a customer considers there is an error, this must be brought to the attention of Mount Cook within 14 days of receipt of the confirmation otherwise the contract will be considered to stand as per the terms outlined in this confirmation.

**2.2** Bookings can only be discussed and amended by the customer who has made the booking and whose details are held on record by Mount Cook

**2.3** Bookings to stay at Mount Cook may be confirmed by telephoning The Centre directly on 01629 823702.

**2.4** By making a Booking or purchasing a Product you warrant that you are legally capable of entering into a binding contract and that the information you have provided to us is correct. All Bookings and purchases made by telephone, web or other forms of distance communication are made subject to these terms and conditions and the person placing the Booking warrants that he/she has the full authority to do so on behalf of all the persons they are making a Booking for, and confirms that all such persons are aware of and accept these conditions.

**2.5** When booking meals, Mount Cook endeavours to meet a range of dietary requests, whether arising from a medical requirement, religious commitment or as a matter of personal preference. All Mount Cook asks is that at least two weeks in advance of your stay, any such requests are made known. We recommend that meal options are discussed at the time of booking as it may not always be possible to accommodate late dietary requests. Mount Cook reserves the right to pass any additional costs incurred for specialist meal provision on to the group however Mount Cook will mitigate these costs wherever possible.

**2.6 Medical Information** – It is the group Leaders/individual's responsibility to notify the Mount Cook staff of any relevant medical information that would impact on the participant's/guest's ability to use the facilities at the centre or to take part in activities within the grounds or offsite activities. Mount Cook will send out a Medical Information Request Form prior to arrival to prompt this discussion but should not be relied upon to confirm knowledge/receipt of the pertinent medical information. Mount Cook is totally accessible via wheelchair on the ground floor and 2 wheelchair accessible bedrooms are available on the ground floor with integrated wet rooms. The first floor is NOT accessible for a wheelchair user.

**2.7** To ensure that Mount Cook provide safe and suitable accommodation for everyone, children under the age of 16 must be accompanied by a person who is 18 or older. Children between 11 and 16 can stay in public dorms if accompanied by an adult, who they checked in with. Children under 11 are not permitted to stay in public dormitory accommodation and should be booked into a private family room. Children who are 16 or over may stay in any accommodation within Mount Cook and its Premises. Groups of guests of mixed genders, who wish to stay in the same room, must book private accommodation.

**2.8** The maximum length of stay for all bookings is 14 days. Following any period of stay, greater than 14 nights, guests may not return for at least 7 nights. Mount Cook exists to create opportunities for all for education, recreation and exploration. We are not authorised to, and therefore we do not, provide semi-permanent housing. Mount Cook cannot be used as a primary place of residence.

**2.9** The earliest arrival at the centre is 3pm, unless otherwise agreed directly with Mount Cook Staff in writing. The checkout time from bedrooms is 10am, at this time, all bedding will be stripped (including pillow case, duvet cover and fitted sheet) and all bedding to placed in the corner of the bedroom. Departure time from the Centre is 12noon, unless otherwise agreed with Mount Cook Staff in writing.

**2.9.1** Smoking is prohibited within the premises and within in the camping pods. The Group Leader or individual may be liable for any additional charges incurred should extra cleaning be required.

### **3. VALID ID REQUIRED**

**3.1** We work hard to create a safe and welcoming atmosphere for all our guests. To assist with this, you will be asked to provide valid ID on arrival. We reserve the right to ask for ID from any guest on check in. We reserve the right to refuse accommodation at our discretion.

**3.2** All guests will need to provide proof of identify that matches the name and/or address on the booking. Any of the following is accepted by Mount Cook as an appropriate form of ID:-

- **Current Passport** - This is Mandatory for Non UK residents, unless they have a Recognised or National Identity Card if the guest is from within the European Union.
- **Services ID** - Fire, Police or Forces
- **Valid, photographic, driver's licence, no older than 10 years old**
- **Student Identity Card, from a UK university with a current admissions date**
- **Bus Pass**

A Bank Card when accompanied by another card that has the individuals name embossed on it, or accompanied with a letter with a matching name and address to the booking.

## **4. PAYMENT**

**4.1** Payments shall be made in such format as we may agree with you when you place an order.

**4.2** In order for us to confirm your Booking you must pay us the appropriate sum as set out in the terms below:

### **Individual Bookings**

**4.2.1** For Bookings made at The Centre or over the telephone, full payment is required at the point of Booking;

### **Group Bookings**

#### **4.2.2 Group Bookings made more than 7 months in advance of arrival date.**

- A provisional booking can be held for up to a maximum of 14 days without payment.
- To confirm, an initial Holding Deposit of 10% of the total booking value is required within 4 weeks of making the Booking.
- Failure to make payment within the scheduled payment plan will result in the Booking being cancelled by Mount Cook. The Group Leader will have to re-book a provisional booking, subject to availability and prices may have changed.
- Your first payment will confirm acceptance of the group booking terms and conditions stated in this document.
- A further Confirmation Deposit of 20% of the total booking value is due 6 months before arrival:
- The Full Balance is due 8 weeks before arrival.

#### **4.2.3 Group Bookings made within 7 months of arrival date.**

- A provisional booking can be held for up to a maximum of 14 days without payment.
- To confirm a Confirmation Deposit of 30% of the total booking value is required within 4 weeks of making the Booking.
- Your first payment will confirm acceptance of the group booking terms and conditions stated in this document.
- The Full Balance is due 8 weeks before arrival.

#### **4.2.4 Group Bookings made within 12 weeks of arrival date.**

- A provisional booking can be held for up to a maximum of 7 days without payment.
- The total booking value should be paid at least 8 weeks before arrival.

**4.2.5** Mount Cook will, where applicable, send you an invoice for all payments at least two weeks before the payment due date, based on the latest guest numbers provided. If payment is overdue at any stage, Mount Cook reserves the right to remove any free leader places, discounts or eligibility for exclusive Centre usage or cancel your booking.

**4.3** If any payment under these terms and conditions is overdue, then without prejudice to our other rights and remedies we may cancel your Booking and/or we may suspend the supply and/or deliveries of any other services being provided to you by Mount Cook.

**4.4** Deposits payable under clause 4.2 are non-refundable except in the circumstances set out in clauses 6 and 12.

## **5. GROUP BOOKINGS**

**5.1** Groups are defined as being an organised official group having a constitution or memorandum and articles and comprising of over 12 people. When booking with Mount Cook, such Groups are subject to the standard group terms and conditions and also any overnight discounts applicable to the relevant demographic of the Group. If a Group of less than 12 people book they will be subject to non-Group terms and conditions and will have to make full payment at the time of booking.

**5.2** Group booking will have a nominated group leader, who is responsible for making and overseeing the booking, including financial and legal responsibility.

**5.3** People travelling as an informal group with friends or family will be categorised as a Group booking if the sum of all guests exceeds 12 people. Such Groups will be subject to Group Terms and Conditions upon booking.

**5.4** Group leaders accompanying the Group are responsible for the discipline and behaviour of their Group. Group leaders are responsible for all damage caused by their action or inaction, or the actions or inactions of those in their Group.

**5.5** Groups shall not offer for sale to the general public (or publicly advertise the sale of) Mount Cook or services without the prior written agreement of Mount Cook.

**5.6** Sole use of The Centre may be offered but will be subject to explicit agreement at the time of booking. Unless specifically highlighted in the confirmation, such guests will not be entitled to, nor should they expect sole-use of The Centre, wing, section or grounds of a given property. In the case of booking The Centre on a sole-usage basis, customers may be asked to pay for a minimum number of beds or be charged an additional supplement. These conditions will be agreed and confirmed at the time of the initial booking; sole-usage will not be guaranteed should the number of guests reduce below the agreed minimum number at a later date.

## 6. IF YOU CHANGE YOUR BOOKING

### Individual Bookings

**6.1** Changes requested from the date your Booking is confirmed with payment will be treated as cancellations (see clause 8 below).

### Group Booking

**6.2** Changes to numbers of nights booked shall be treated as a cancellation and shall be subject to our standard cancellation policy (see clause 7.4), subject to the exception in clause 6.3.

**6.3** Changes to the number of Guests - A Group Booking can decrease in guest numbers by up to 10% up to 12 weeks before arrival without incurring a cancellation fee. Thereafter any additional decreases in Group numbers will be considered a cancellation and the cancellation charges will apply. Cancellation charges will be calculated on a per person per night basis.

## 7. IF YOU CANCEL YOUR BOOKING – OUR REFUND POLICY

**7.1** All Booking cancellations are subject to our refund policy, contained within this clause.

**7.2** All refunds are calculated according to the time between notification of the cancellation being received by Mount Cook and the time of the first night of your stay. The first night of your stay is defined as starting at 12pm (12 noon).

**7.3 Individual bookings** – please call The Centre on 01629 823702.

Please note that you cannot cancel part of a Booking without cancelling the whole Booking and re-booking. Such cancellations will be subject to our refund policy below.

**Promotional Bookings** made using any promotional code are non-refundable and non-transferable.

Notice Period	Cancellation Charge Payable
48 hours or more notice (before 12pm 2 days prior to the booking)	We will refund 75% of the total Booking.
Less than 48 hours' notice (after 12pm 2 days prior to the booking)	No Refund will be due
No Show	No refund will be due

**7.4 Group Bookings** -please call The Centre on 01629 823702 or email your sales representative at The Centre to notify the team.

Please notify The Centre immediately of any cancellations. Our cancellation charges depend on the notice period given and are shown below:

<b>Number of days before arrival</b>	<b>Cancellation Charge Payable</b>
More than 113 days	Any deposits already paid or due
112 - 85 days	60% of the total cost of your stay
84 – 57 days	90% of the total cost of your stay
56 days or less	100% of the total cost of your stay

Cancellation charges will be calculated on a per person per night basis.

Group Centre promotional Bookings are non-refundable and non-transferable.

### **7.5 Promotional Bookings Terms & Conditions**

Promotional offers will be subject to specific terms and conditions and where they may conflict with these terms and conditions the terms and conditions of the promotional offer shall apply throughout the offer period. This shall apply for stays of one night or more at Mount Cook Adventure Centre and all reservations shall be paid in full prior to arrival. Any additional Products or services included in these offers cannot be cancelled. 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 your 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.

### **7.6 Third Party Services**

The total cost of any Services and attraction tickets are payable in advance. Any such purchases will be considered part of your Booking and any cancellations of these Third Party Services will be dealt with in accordance with clause 7.3 or clause 7.4 as appropriate.

### **7.7 Mount Cook Products**

Books, souvenirs and other Mount Cook Products can only be delivered to United Kingdom addresses, for delivery of Mount Cook Products outside the United Kingdom please call The Centre

on 01629 823702. Products can be returned to us in their original condition and packaging within 30 days of the date you received the item for a full refund. Postage for returning such Products will not be refunded unless the item is faulty or damaged.

Donations are non-refundable unless an error is made by Mount Cook during processing.

Gift vouchers are non-refundable.

**7.8 Applying for a refund** – please apply within 90 days of cancellation. Please Email the Centre to obtain a Refund Application Form and return it by Email, post or fax.

For any queries please call 01629 823702.

## **8. YOUR RESPONSIBILITY AND BEHAVIOUR**

**8.1** Whether a Group booking, or a booking made by or on behalf of individuals, if the behaviour of yourself or any member of a party is considered likely to cause danger, damage or offence, we reserve the right at our reasonable discretion to cancel or terminate a stay completely. If any member of the Mount Cook staff considers that the behaviour of any member of your party is unacceptable, they are authorised to end the stay and you will be asked to leave Mount Cook's premises. Should this situation arise our responsibility for your booking will cease and we will not be obliged to cover any expense which may be incurred by the party concerned, neither will we consider any claim for compensation or refunds. You are responsible for the cost of any damage caused by yourself or your party during your stay, these charges will be levied by and should be paid to Mount Cook Adventure Centre. Should any such behaviour halt or interrupt Mount Cook's ability to continue to trade any bed, room or other product, you will be responsible for compensating Mount Cook in full for all losses directly or indirectly incurred. Furthermore, such behaviour or damage may lead to civil or criminal proceedings where appropriate. Furthermore, by these terms and conditions you agree that Mount Cook may at its discretion take a £200 pre-authorisation (on your credit or debit card) as a security bond towards damage caused by you or your group to Mount Cook property during your stay (For the avoidance of doubt such bond will only be claimed in the event of damage as referred to above).

**8.2** We pride ourselves on creating friendly welcoming and above all safe places for people of all ages to enjoy. Any breaches of our admission, behaviour or safety policies will be treated seriously and regarded as a breach of these terms and conditions.

**8.3 Party Leader responsibilities** - As a group leader making a group booking you are also accepting responsibility for the behaviour of all participants. There should be at least one responsible adult on duty at all times, this is in order to ensure all participants behave according to Mount Cook policy.



**8.4 Alcohol** – Mount Cook Adventure Centre is a Licensed Premises, therefore Guests are not allowed to consume their own beer, wine or other alcohol beverages on the premises. Alcohol can still be brought to the premises under the popular Exclusive Hire scheme where the entire property is hired. This is subject to Other restrictions outlined in Clause 10.

Under licensing laws, Mount Cook and its staff are responsible for the behaviour of guests on licensed premises. In the event of rowdy, unsafe or drunken behaviour on licensed premises, or where one guest supplies another with alcohol brought on to the premises, Mount Cook and its staff as the licensees could be deemed to be liable. This is the case even if Mount Cook did not supply the alcoholic beverage.

Should an incident occur which contravenes the law resulting in guests becoming drunk or causing nuisance to other guests, then Mount Cook may be liable to prosecution for allowing the incident to take place. They may also be liable where alcohol is supplied by a guest to an individual under 18, in which case both the guest and Mount Cook may be liable to prosecution. Mount Cook guests are however free to take their own alcohol into the Centre under the Exclusive Hire Scheme, whereby no member of staff is present on the premises, although Mount Cook maintains responsibility for the behaviour of guests and therefore expects the same level of conduct as if the Centre were manned by staff.

Mount Cook has to recognise its responsibilities to its own staff that could face substantial fines or jail sentences of up to six months.

**8.5** All liability in respect of any damage to or theft or loss of property, goods or articles brought onto or left on the Premises, either by the group leader, guests, contractors, agents or any other person shall rest with the individual. Mount Cook will not accept liability for loss, damage or theft of property, goods or other personal belongings unless proven to be a direct result of Mount Cook staff negligence or breach of Centre policy or procedures.

## 9. CAMPING

**9.1 Arrival and Departure Times:** On arrival, please report to The Centres' reception before pitching. Arrival time is after 3pm, and departure time is 11am. If you wish to arrive before this time please contact The Centre on 01629 823702. Please note that we are unable to allow under 16 year olds to camp at our sites without adult accompaniment.

**9.2 Noise policy and behaviour:** Mount Cook reserves the right to eject guests who are deemed as causing unnecessary disturbance, noise or behaviour which affects the peaceful enjoyment of the camping facility by other guests.

**9.3 Dogs and pets:** Dogs can stay upon our camping grounds and within our Camping Pods but are not permitted to stay in Centre bedrooms. We do accept registered assistance dogs at The Centre, within the Camping Pods and upon the camping grounds.

**9.4 Campfires:** Open fires and ground level barbecues are only permitted within designated areas in the camping grounds. The use of generators is not permitted on our sites. Cutting or damaging trees and other vegetation is strictly prohibited and we request that all campers respect the natural conditions of, and around, the campsite.

## 10. EXCLUSIVE HIRE

### Definitions

‘We, Us or Our’ – means Mount Cook Adventure Centre

‘You or Your’ means the hirer being the person making the booking

Centre means the Centre hired by you together with any grounds and outbuildings.

### 10.1 Booking, Deposit and Balance

A non-refundable, non-transferable deposit of 25% will be taken to secure your booking (bookings made less than 8 weeks in advance require full payment at the time of booking). Payment can be made by MasterCard, Visa, Switch or Solo.

**10.2** The balance of the account should be received 8 weeks before the date of arrival.

### 10.3 Cancellations

**10.3.1** In all cases, if you have to cancel your booking, please inform us as soon as possible by phone and by email.

**10.3.2** If you have to cancel your booking the following cancellation fees apply, dependent on the number of days before the arrival date that notification of cancellation is received:

<b>No. of days before arrival</b>	<b>Cancellation Charge Payable</b>
more than 113 days	Any deposits already paid or due
112 - 85 days	60% of the total cost of your stay
84 – 57 days	90% of the total cost of your stay
56 days or less	100% of the total cost of your stay

#### **10.4 Arrival and Departure**

On the day of arrival, the Centre and out buildings are available from 4.00pm. On the day of departure you are asked to vacate by 12noon. It may sometimes be possible to book an early check in from 2pm and / or a late check out to depart by 2pm, subject to a Surcharge & Availability, please enquire directly with the Centre on 01629 823702.

#### **10.5 Your Responsibilities**

This booking has been entered into on the understanding that the total number in your party shall not exceed the total number of beds available at the Centre and within the outbuildings and surrounding camping ground capacity.

**10.5.1** You are considered to be the group leader and must be over 21 years old. You are responsible for the payment of the booking, the safety of the group and the general housekeeping of the Centre during the stay.

**10.5.2** You are responsible for looking after the Centre and its equipment during the period of hire and are expected to take good care of it.

The Centre is provided fully furnished. Bed linen is provided, but you will need to bring your own towels. You are advised to check on arrival and report any shortcomings, damage or missing items immediately to us or our Mount Cook representative.

You must report and pay for any damage caused to The Centre, outbuildings or grounds for equipment lost, damaged, broken or stolen during the occupancy.

Unsuitable substitutes are not accepted. All the equipment, utensils etc. must be left in a clean condition at the end of the hire period. A charge of £20.00 per hour will be made by us if any additional cleaning is required. Please ensure that all cookers, lights and heaters are switched off, doors and windows are secured, rooms are left clean and tidy and waste bins are emptied, before handing the key back to our Mount Cook representative.

**10.5.3** Pets are permitted in any 'Exclusive Hire' booking. We accept registered assistance dogs – please let us know when booking if you, or one of your group, is travelling with an assistance dog.

**10.5.4** Guests are allowed to bring their own beer, wine or any other alcoholic substance to the Centre, provided that a waiver is signed by the group leader to mitigate Mount Cook and its license during the stay at the Centre and outbuildings/grounds.

This is not a commercially driven regulation from Mount Cook, under licensing laws, Mount Cook and its staff are responsible for the behaviour of guests on the licensed premises. In the event of rowdy drunken behaviour on the premises, or where one guest supplies another with alcohol brought on to the premises, Mount Cook and its staff as the licensees could be deemed to be liable. This is the case even if Mount Cook did not supply the beer or wine.

Should an incident occur which contravenes the law resulting in guests becoming drunk or causing nuisance to other guests, then Mount Cook may be liable to prosecution for allowing the incident to take place. They may also be liable where alcohol is supplied by a guest to an individual under 18, in which case both the guest and Mount Cook may be liable to prosecution.

Mount Cook has to recognise its responsibilities to its own staff that could face substantial fines or jail sentences of up to six months.

**10.5.5** We reserve the right to decline a booking, or refuse to hand over of the Centre, outbuilding and Grounds to any person or group where, in our opinion or in the opinion of the Mount Cook representative, facilities are unsuitable for the hirer or any member of the hirer's party on the grounds of age, ill health, disability, or inexperience without liability on either side. We reserve the right to repossess the Centre at any time where damage has been caused, or in our opinion or the opinion of the Mount Cook staff, is likely to be caused, by you or any member of your party. In such cases, we or our representative shall not be liable to make a refund of any portion of the hire fee paid.

## **10.6 Your Conduct**

Although Mount Cook is not located in or close to residential areas, please show consideration for our neighbours. If you or a member of your party fails to comply with this requirement, your booking may be terminated and you will be asked to leave the Centre. If you enter the Centre after this time you will be trespassing. No whole or partial refunds will be made if your party is asked to leave under these circumstances.

**Important Note:** The use of candles, incense burners, flammable liquids/gases, fireworks and firearms is strictly prohibited at the Centre. Use of such items may result in the party being asked to leave immediately, without refund of any portion of the hire fee.

## **11. MEETING ROOM BOOKINGS**

### **CONDITIONS**

To confirm your booking, please send full payment for the room hire, as listed on your invoice for the room(s) that you require. In order for the booking to be confirmed this must reach us within 14 days of receipt of this correspondence (48 hours for bookings made within 14 days of your visit date).

**11.1** Unconfirmed bookings will be cancelled without further notice after this time.

**11.2** Any catering requirements should be notified as soon as possible and confirmed 7 days before your visit.

**11.3** The balance for catering will be invoiced a minimum of 7 days prior to arrival; reductions to the catering numbers cannot be guaranteed unless made 7 days before your event.

**11.4** In the event of a cancellation, cancellation charges will apply (see below section **11.8**).

**11.5** Any lost room key will incur a £5 replacement charge. Damaged equipment will be subject to the appropriate charge.

**11.6** Please make cheques payable to Mount Cook Adventure Centre. Payment by credit/debit card and BACS is also accepted.

**11.7** Laptop hire is not included in the fee – we are unable to provide a laptop, please arrange to bring one. We provide a HDMI cable to connect your laptop to the projector, if you require any other type of cable please bring a suitable adaptor. During your event there will only be minimal technical help provided, please arrive early to ensure you have time to set up. We are able to arrange a test session in advance on request, please contact us direct to arrange in good time.

#### **11.8 ROOM CANCELLATION CHARGES**

**If you have to cancel a meeting room booking, the following refund schedule will apply:**

<b>No. of days before arrival</b>	<b>Cancellation Charge Payable</b>
<b>more than 29 days</b>	30% of the total cost of your booking, excluding any catering ordered
<b>28 – 15 days</b>	50% of the total cost of your booking, excluding any catering ordered
<b>14 – 8 days</b>	75% of the total cost of your booking, excluding any catering ordered
<b>7 days or less</b>	100% of the total cost of your booking, plus you will be billed for all catering ordered

**All cancellation requests must be in writing.**

#### **12. If we change your Booking**

In the unlikely event it becomes necessary to change your Booking, in total or in part, Mount Cook will inform you as soon as is reasonably possible of any necessary changes. You will have the choice of: accepting the changed arrangements; or purchasing another Booking from Mount Cook, subject

to availability (and paying or receiving a refund in respect of any differences); or cancelling your Booking and receiving a full refund of all payments made.

### **13. Delay or Failure to Perform**

**13.1** We will not be liable to you if we are prevented or delayed in the performing of any of our obligations to you if this is due to any cause beyond our 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 by you to give us a correct delivery address or notify us of any change of address.

**13.2** During periods of extreme weather we will endeavour to remain open and to keep you informed of the latest conditions. We recommend you check with us before commencing your journey. If we are open, but you choose not to travel because of the weather, this will be treated as a normal cancellation and the terms outlined above will apply.

### **14. OUR LIABILITY TO YOU**

**14.1** Mount Cook will ensure that the accommodation and /or other services you order from us are provided in accordance with these terms and conditions and shall be provided by us with reasonable skill and care.

**14.2** Where an element of your Booking is not provided to the standard stated in clause 14.1 you must notify us within 28 days of the alleged breach. We shall then investigate the matter and where necessary agree an appropriate level of compensation; depending on the nature and severity of the breach; compensation may take the form of partial / full refund, credit note towards a future booking, complementary service or other agreed benefit.

**14.3** We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for: any losses which are not foreseeable by both you and us when the Contract is formed arising in connection with the supply of the services or their use by you; any losses which are not caused by any breach by us; or any business or trade losses.

**14.4** Our entire liability in connection with the Contract will not exceed the value of the Products purchased or the Booking made less any amendment charges paid to us.

**14.5** Except in relation to death or personal injury caused by our negligence, Mount Cook's liability remains, at all times, limited to the value of the Products purchased or the Booking made, excluding any amendment charges paid to us.

## **15. WRITTEN COMMUNICATION**

When using our website or contacting us through Email or other 3<sup>rd</sup> party websites you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. By using this website you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in Writing. This condition does not affect your statutory rights.

## **16. GOVERNING LAW AND JURISDICTION**

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

## **17. SEVERABILITY**

If any of these terms and conditions or any provisions of a Contract with you are determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be removed from the remaining terms, conditions or provisions which will continue to be valid to the fullest extent permitted by law.

## **18. Changing these Terms and Conditions**

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you make a Booking or purchase Products from us, unless any change is required to be made by law or if we notify you of the change to these terms and conditions before we confirm that your Booking or purchase has been successful.

## **19. YOUR INFORMATION**

We will only store and use the information you supply to us for the purposes of carrying out our Contract with you and to collect valuable feedback about how satisfied you were with the services provided. If you do not wish to receive requests for your feedback, please let us know by: emailing us [explore@mountcook.uk](mailto:explore@mountcook.uk) or telephoning us on 01629 823702; or writing to us at the address noted above. In the event that you or your group are evicted from the Centre (e.g. on the grounds of unacceptable behaviour), your personal details will be stored to ensure that you are not permitted to stay in the future.