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Disclosure of Risk

Ty Nant Outdoors Ltd asks you to read the following. It may have a bearing on your safety, & that of others that are involved in activities with you.

Ty Nant Outdoors has legal & regulatory obligations to provide a duty-of-care to all that participate in any of our outdoor activities. As you would expect we take all reasonable steps to provide the level of care & assurances of safety that are appropriate to each of the activities. You should though be aware that there will always be certain risks that are inherent to outdoor activities. It is not possible to eliminate these risks without destroying the character & experience of each activity. Accidents can happen without any contributory negligence from the centre or its staff. The centre can accept no responsibility for loss or damage to personal property or for personal injury not arising as a result of its own act or default.

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- Participants are strongly advised to arrange their own insurance cover. The company is unable to offer any form of insurance cover (other than public liability).

The level of real, as opposed to perceived risk associated with the activities is very low. However, the types of risk may be something with which you are not ordinarily familiar. For avoidance of uncertainty, **environments & situations that you may encounter include:**

- **Rough / rugged terrain:** this may cause you to experience greater than usual strain on joints & muscles
- **Physical effort:** our activities may involve you in a greater level of exertion than in your usual day-to-day environment.
- **Height & water:** whilst appropriate safety precautions are taken, some people can find situations at height or on water to be stressful.
- **Machinery:** the addition of machinery, such as mountain or quad bikes, in combination with the environment used for the activities, plus human error, does present additional opportunity for accidents.
- **Natural environment:** most likely to be a rapid & significant change in the weather, or unstable/slippery conditions underfoot, but can also include rock falls, lightning etc.
- **Slips & trips:** the most common cause of accident throughout society, the opportunity for slips, trips & falls is likely to be greater than that which you usually experience.
- **Loss or damage:** the environments and activities that you choose to experience may increase the potential for loss of or damage to your personal clothing or equipment.
- **Canoeing/Kayaking** are potentially dangerous activities.

As well as Ty Nant Outdoors part in ensuring as safe an environment as possible for each activity, participants also have a responsibility for safety. **Your responsibilities are as follows:**

- **Medical:** please make us aware of medical condition(s) or injuries, past or present. We can then agree with you whether or not you should participate.
- **Disabilities:** Disabled persons are welcome to participate in courses. Please send details of your specific needs to the company at the time of booking.
- **Fears & phobias:** before commencing any activity, please ensure that we are aware if you have any major concerns, fears or phobias about the situation(s) in which you are choosing to place yourself. We will work with you to help ease your feelings of discomfort/apprehension/fear, & ensure that you are as comfortable as possible.
- **Drugs & alcohol:** it is potentially highly dangerous to participate in any activity whilst under the influence of drugs or alcohol. Ty Nant Outdoors reserves the right to prevent any person participating in any activity, should we suspect that they may be under the influence of drugs or alcohol.
- **Instruction:** you must accept & act upon all direction & instruction from our instructors.
- **Water Activities:** All participants must be water confident and able to get themselves to the side aided by a buoyancy aid.
- **Spectacles:** may be worn at the discretion of the Course Director. It is recommended that spectacles are impact resistant with plastic lenses and frames. The wearer must accept that injury may still occur if any form of spectacles are worn and accept full responsibility for any such injury
- **Contact lenses:** may be worn by participants at their own risk.

Ty Nant Outdoors Ltd may require any participant to leave the course if that person acts in any such manner as to endanger him/herself or any other participant. The Course Director may require any participant to leave the course if that person is not of a suitable standard to be on that particular course.

EQUIPMENT AND CLOTHING

- Participants on Coaching Courses must provide some of their own equipment and clothing; all equipment must be suitable for the conditions of the day and activity booked onto and will be checked by the Course Director.
- Equipment may be available from Ty Nant Outdoors Ltd. Some course may include the use of this equipment whereas others may require a hire fee.
- Damage or loss to centre equipment caused by negligence, malicious acts or carelessness must be paid for at the time at current replacement value.



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Booking Terms and Conditions

- By booking and paying for and activity through Ty Nant Outdoors you are accepting agreeing to the terms and conditions y
- Bookings are made with Ty Nant Outdoors Ltd, (hereinafter referred to as The Company) whose office is Plas Ifa, Sunbank, Llangollen LL20 8EG. (We do not meet at this premises)
- Some activities are booked in with partner companies (stated on website), These bookings are subject to the terms and conditions of these companies, please contact us for more details..
- All bookings are only confirmed with full payment. We can reserve with deposit and final balance should reach The Company no later than 30 days before the trip. If the balance is not received by the specified date, we reserve the right to cancel your booking and your deposit will be forfeited, unless a delay in your payment has been agreed by the Director of The Company.
- Notice of cancellation must be given in writing. Should you cancel, the following scale of charges will apply:
 - Cancellation more than 60 days before the course starts – 15% of course cost
 - Between 59 and 29 before the course starts - 30% of total course cost
 - Between 10 and 28 days before the course starts - 60% of total course cost
 - Less that 10 days before the course starts - 100% of total course cost
 - Similar terms are adopted throughout the leisure industry and cover the costs of advance payments made by the company.
- If you wish to transfer from one course/date/activity to another, an administration charge of £50 will be payable, up to the time that the final balance becomes due. Any transfer after this point will be treated as a cancellation. A transfer request must be notified in writing and will not be agreed on the original course booked until the administration charge has been received.
- Whilst every effort will be made to adhere to the planned itinerary, it must be realised that with these types of adventurous activity changes to the programme will occur from time to time. The company accepts neither responsibility nor liability, for any ensuing costs, or the consequences of any such change, however caused.
- On assessing the conditions expected to be encountered or the abilities of the course students, our coaches may decide to alter any proposed plan, activity, objective, river section or activity if they believe that to continue with the published itinerary, or any latterly agreed alternative, would place anyone at undue risk.
- Circumstances may arise where we are forced to alter dates, course duration, or venues before a course starts. We will try to inform you of any such changes as soon as we know of them
- Our coaches will do their utmost to ensure that any problems are solved for the benefit of the course team as a whole. Signing the booking form signifies your acceptance of the coaches' authority to make decisions affecting the group or individuals. For instance, the coach may require an individual or individuals to leave the course if they believe that a person or persons health is at risk, if an illegal act is committed, or behaviour may become, or has been, detrimental to the safety, enjoyment or well-being of the group
- A client leaving a course at any stage, for whatever reason, will not be entitled to any refund unless agreed by a Director of the company
- Non-UK Nationals should consult their own government for advice on travel to the destination country and all countries transited en route
- Course sizes described in this online brochure are target sizes and may be changed at the discretion of the company.
- We reserve the right to cancel any course which does not receive sufficient bookings to make it financially viable
- Anyone booked onto a course cancelled by the company will be entitled to a full refund. Anyone on such a course will be invited to transfer to another course and no transfer fee will be payable. Should they transfer to another course, any difference in price will be invoiced or credited accordingly
- Neither the company nor any of its representatives will be responsible for any illness, injury or death sustained on our courses, barring negligence by the company or it's staff, nor will they be liable for any uninsured loss of personal property
- The Company cannot be made liable for the consequences of strikes, industrial action, wars, riots, sickness, quarantine, government intervention, weather conditions, acts of God or other untoward occurrences, whatever they may be.
- In the event of civil unrest in a particular region, we undertake to inform our clients of the situation as soon as we have knowledge of it. For all courses, you are advised to have insurance that covers you for all of the activities to be undertaken, including adequate insurance for mountaineering including cover for search, helicopter rescue and medical repatriation. There may be cases where insurance is obligatory.
- Having made every effort to ensure the correctness of this website, we cannot be held responsible for any inaccuracies.
- Prices in this online brochure are based on costs as at Jan 2019. We sincerely hope that surcharges will not be necessary, but in the unlikely event that they are, you may cancel your booking without penalty if the surcharge amounts to more than 10% of the cost of the course.
- The company's agents and representatives, other than a Director of the company, are not entitled to promise refunds for whatever reason, and the company will not be bound by any such promises
- These booking conditions may only be waived in special circumstances, and in writing, by a letter from a Director of The Company
- The terms and conditions of all agreements made with The Company shall be subject to, and governed by, English law.

Thank you for taking the time to read & consider this Disclosure of Risk and terms and Conditions. By paying for and/or filling in the Digital Booking form prior to commencing your chosen activity/activities you acknowledge your acceptance of the disclosed risks & terms and conditions by signing a related Acknowledgement of Risk. A parent or guardian must countersign for anybody under the age of 18. Signing the Acknowledgement of Risk and terms and conditions does not release Ty Nant Outdoors Ltd from any of our obligations towards you, nor does it affect your statutory rights.

VALIDATION CODE: TYNANT 2020

This code is needed on your Digital booking form. Copy or remember this code. It is in Cap locks and has one space gap.