



In collaboration with Northumbria Sport and your Students Union, we are here to help you make the most of your time in Newcastle. From Paddle Boarding to Cocktail Making, we have the excursion for you and friends to enjoy!

Event Guidelines

To ensure you have the best experience, we ask that you read the following terms and conditions:

- Please ensure you have read the description of the event and have everything you need to take part, due to the nature of the activities, time limits will prevent the group from leaving any later than the specified. Please ensure you arrive at the correct meeting place in good time.
- We use the services of other agents such as coach operators and taxi services to provide transport for some events. We cannot be held responsible for the failure of any of these companies to supply the services required. If any of our suppliers are unable to deliver the services required, we will make every effort to make alternative arrangements so that the trip takes place & continues.
- Unless specified in the event description, catering and refreshments are not included.
- We work hard to offer fun and engaging activities, please ensure to be kind to others and uphold the university [#ItsOnUs](#) policy. If you are asked to leave the excursion due to your behaviour, you will not be eligible for a refund.

Cancellations and Refunds

We can give refunds and exchanges for Be Part of It activities where we have been notified 14 days or more in advance of the event date. Please note – our refund process can take up to 21 days to be refunded into your account, please contact us via email: venues@northumbria.ac.uk.

Photography

Please note photographs or filming may take place during the trip, if you do not wish to have your photograph taken, please contact us via email: venues@northumbria.ac.uk and please make you're the team member leading your event aware at the start of the session.

Third Parties

To provide a wide-reaching experience for students, we do use 3rd party and community partners, therefore it's advisable for all students to read the company's policies and procedures for participation.

Thank you for choosing to Be part of our Paddle Boarding activity. Please ensure to read the Endless Adventure North East T&Cs below:

Endless Adventure North East Ltd (referred to herein as "**EANE**", "we" or "us") is the operator of sports and outdoor activities in the United Kingdom including but not limited to tubing, kayaking, climbing, white-water rafting and gorge walking (each an "**Activity**") and provides facilities and tours for members of the public ("**Participants**") to book a session to partake in such Activities (each a "**Booking**"). References herein to "you" are to the person making a Booking and (where the context requires) all Participants on whose behalf a Booking is made.

THESE TERMS AND CONDITIONS

- a) All Bookings are made subject to these Terms and Conditions.
- b) All Participants should read these Terms and Conditions carefully before making a Booking and raise any queries in advance.
- c) By placing a Booking you are accepting these Terms and Conditions on your behalf and on behalf of all other Participants and you acknowledge and agree that you shall ensure that all Participants are aware of and accept these Terms and Conditions.
- d) These Terms and Conditions are subject to change without notice at EANE's sole discretion.
- e) EANE reserves the right to waive any policy or process set out in these Terms and Conditions on a case-by-case basis, and if waived, you will be notified in writing.
- f) If Participants are provided minibus transport by EANE, to travel to and from an Activity, all Participants shall also be bound by the Minibus Terms and Conditions, appended to this document.
- g) Any reference to a decision by EANE shall refer solely to a decision by a statutory director of EANE, namely Mark Fletcher and or John Pooley.

YOUR BOOKING AND PAYMENT

- a) All Bookings must be made by an adult aged 18 years or over.
- b) EANE accept Bookings via the EANE website, Checkfront booking system, in person, by telephone, or via email.
- c) Check your Booking confirmation carefully as mistakes cannot always be rectified at a later date.
- d) A Booking shall not be deemed to be accepted unless accepted by EANE in writing.
- e) Price and availability information is subject to change without notice.
- f) You may be paired or grouped with other third-party participants at EANE's discretion and without notice.
- g) Payment shall be made in accordance with any invoice issued by EANE in respect of the Activity.
- h) If a Booking is made more than 42 days before the Activity date, a 15% non-refundable deposit shall be payable to secure the Booking (your "**Deposit**"). If a Booking is made less than 42 days before the chosen date, the full fee shall be immediately payable.
- i) Full and final payment of your booking is due no later than 42 days prior to your booking date.
- j) Failure to make payment in accordance with any valid invoice issued by EANE may result in the immediate cancellation of a Booking, and cancellation charges may be incurred in accordance with these Terms and Conditions.

BOOKING CHANGES AND CANCELLATIONS

- a) EANE reserves the right to change the Activity (including type, venue or duration) with no notice due to inclement conditions or other circumstance (including Participant behaviour or reasons of force majeure as set out at clause 7(b)) at EANE's absolute discretion. In the event of cancellation due to poor weather conditions, EANE will make reasonable endeavours to reschedule the Activity on a mutually agreed date.
- b) EANE shall make the final decision regarding any change of Activity or cancellation.

- c) All Participant cancellation requests (full or partial) must be notified to EANE by the Customer in writing and shall be subject to the following charges:

Full Cancellation

i. Full Cancellation shall mean the cancellation of more than 50% of the total number of Participants more than 10 (ten) business days prior to the Activity date. A Full Cancellation shall entitle EANE to cancel the Booking and retain the Deposit but shall refund any other monies received.

ii. Any Full Cancellation made within 10 (ten) business days of the Activity date shall result in the Booking being cancelled and EANE shall be entitled to retain all monies received.

Partial Cancellation

iii. Partial Cancellation shall mean the cancellation of less than 50% of the total number of Participants more than 10 (ten) business days prior to the Activity date. A Partial Cancellation shall entitle EANE to retain the Deposit in respect of the cancelling Participants but shall refund any other monies received in respect of the cancelling Participants.

iv. Any Partial Cancellation made within 10 (ten) business days shall result EANE retaining all monies paid in respect of the cancelling Participants

EXTERNAL EVENTS, ACTIVITIES AND ACCOMMODATION

- a) Full or Partial Cancellation of any external Activity or Accommodation within 32 days of booking is non-refundable.
- b) If EANE makes a third party booking on your behalf, you shall be bound by the terms and conditions of such third party and EANE shall not be responsible for any dispute associated with such third party booking (unless caused by the default of EANE) and you may be obliged to pay a deposit in advance of the third party activity or services.
- c) You are responsible for arriving in a timely manner to your all activities (whether run by EANE or by a third party). If you are late, your activity may be cancelled or postponed. This is at the event manager's discretion.
- d) Accommodation is quoted based on twin room and full occupancy. If your party is left with an uneven number, you will be responsible for this additional cost.

Amendments to your booking:

- a) Amendments to your accommodation after your final balance has been paid cannot be guaranteed. Where possible EANE will make the necessary changes for you. Accommodation payments are non-refundable after your final balance has been paid.

YOUR RESPONSIBILITY

- a) By booking with Endless Adventure North East, the Activity booker accepts full responsibility for each of your Participants. If you or a Participant behaves in a manner that threatens or disrupts the safety or enjoyment of any other party, we and our suppliers, representatives or agents may, at our discretion, cancel your Booking (or any third party booking) without notice and with immediate effect. You may be required to vacate accommodation without notice. No refunds will be given.
- b) EANE are not responsible for the handling of payments with third party providers and you shall be wholly responsible for all such payments.

PHOTOGRAPHY AND RECORDING

- a) When taking part in an Activity hosted by EANE you will be required to consent to the taking of photography, videos and recordings of your Activity, and in accordance with such consent, EANE shall have all rights to use any such film, photograph, audio and/or audio visual recording in any manner determined at EANE's discretion.

- b) You further hereby agree that any such media may be exploited by EANE in any and all media for any purpose at any time including use for commercial or promotional purposes without any compensation to you.
- c) The copyright of all such media shall be owned by EANE and may only be used or reproduced by you for private or domestic purposes and not for any commercial purpose.

REQUIREMENTS TO TAKE PART IN AN ACTIVITY

- a) EANE do not recommend that a Participant who may be or is pregnant, or suffers from neck, back or heart conditions participate in an Activity.
- b) EANE are unable to advise you on specific medical conditions so if you are in any doubt as to whether or not you are in a fit state of health to participate in an Activity, we would advise you to consult with medical advisors in advance.
- c) Every Participant aged 18 or over shall complete and sign a medical declaration and Activity consent form before taking part in any Activity and each Participant shall be responsible at all times for ensuring that you listen to, and abide by, all instructions given by EANE. A parent or guardian will be required to sign the consent forms on behalf of any Participant aged under 18.
- d) Participants may be submerged in cold water, placed in confined spaces, walk on unstable and slippery ground, climb short vertical distances, jump from heights in excess of 5 metres into deep water and walk in excess of 1 kilometre in restrictive personal protective equipment (e.g. wetsuits and helmets). Participants must be able to swim a minimum of 25 metres unaided in order to take part in any Activity.
- e) In respect of land-based Activities, each Participant must be of a weight less than 20 stones / 128 kilograms, with a waist measurement no more than 110cm / 43 inches and with a thigh measurement no more than 70cm / 27 inches, in order to be able to wear an appropriate safety harness. In respect of water-based Activities, each Participant must have chest measuring no more than 119cm / 47 inches in order to be able to wear an appropriate wet suit. If you do not meet these requirements, you will not be able to take part in certain Activities.
- f) You are required to notify EANE in advance if any Participant needs to take essential medication on the Activity.
- g) EANE reserves the right to refuse to allow a Participant to take part in an Activity if a Participant is deemed (in the reasonable opinion of EANE) to have insufficient physical fitness to undertake the Activity.
- h) If EANE reasonably believes that any Participant is under the influence of alcohol or drugs, EANE reserves the right to immediately terminate the Activity for all Participants and no refund for any Participant shall be given.
- i) If an Activity is disrupted due to the persistent disregard of instructions or due to Participant(s) putting either their or others' safety at risk, EANE reserve the right to immediately terminate the Activity for all Participants and no refund for any Participant shall be given.
- j) EANE holds full public liability insurance, however it is recommended that Participants obtain personal accident insurance policy that covers them for the Activity they are undertaking. This should include but not be limited to river rafting (up to and including Grade 4), gorge walking, tubing, kayaking and climbing.

LIABILITY

- a) Nothing in these Terms and Conditions shall exclude liability for death or personal injury for which liability cannot legally be excluded, limited or modified. Express or implied guarantees, warranties, indemnities or representations are expressly excluded to the maximum extent permitted by law.
- b) All EANE Activities carry a risk of injury or death and/or may activate or aggravate pre-existing physical injuries or conditions. Whilst EANE uses all due care and skill to minimise these risks, it is not possible to entirely mitigate them and EANE shall have no liability for any such injuries (which may be fatal) whatsoever, except where the same have been caused by the negligence of EANE. Participants will only be allowed to partake in the Activity on the understanding that they are aware of these risks and wish to participate of their own free will.

- c) It is strongly recommended you do not bring any personal or valuable items on an Activity. No liability can be accepted for personal property lost, damaged or stolen either on an Activity, or left on board an EANE vehicle or within third party premises for the duration of the Activity.
- d) Participants agree that EANE shall not be liable for any indirect or consequential costs, claims, actual or alleged losses howsoever arising out of or in connection with any Activity and/or EANE's obligations hereunder, including but not limited to loss of profit, anticipated profits, savings, business or opportunity or loss of contract or other economic or consequential loss arising from the performance (or any failure to perform) under these Terms and Conditions.
- e) Participants agree that EANE shall have no liability whatsoever for expenses incurred in connection with an Activity including without limitation costs of any personal travel, accommodation or hospitality arrangements made relating to an Activity.
- f) Participants shall be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred as a result of your breach of these Terms and Conditions or your acts or omissions, whether negligent or otherwise.

DATA

Information we HOLD AND STORE securely:

- a) When making a booking, Endless Adventure North East require your full name, email address and contact number. These details are used to correspond with you leading up to your booking.
- b) When taking part in one of our adventures you and all participants are required to sign and complete an activity / medical consent form. For health and safety purposes we are required to store this information for 7 years.

Information we SHARE:

- To ensure your booking is handled and processed at the highest standard we need to pass some of your details to our partners, our staff, external suppliers and other organisations. We will only do this if it is relevant to your booking.

Here are examples of when we will SHARE your details:

a) Taking part in an activity with Endless Adventure North East:

- i) Your NAME
- ii) CONTACT NUMBER

This information will be passed on to your adventure guide on the day of your event. This is to ensure your guide can contact you on the day, if in the event of a delay or change to your booking.

Booking accommodation:

- a) We require the FULL NAMES of those that are sharing rooms in your accommodation, we will then pass this information on to your accommodation provider.

Excursions and external activities not hosted by EANE:

- a) When taking part in an external activity organised by EANE we will share relevant information. This is to ensure your booking will run without error; Relevant information in this instance:
 - i) Full name
 - ii) Email address
 - iii) Contact number

PRIVACY

- a) Endless Adventure North East understand and respect how information about you is used and shared. Your personal data will only ever be used as outlined here.

Your Information

- b) In order to provide you with the best service, we may collect personal information about you from our website, telephone conversations, emails, written and verbal communications.
-
- The personal data that we collect is a result of:
 - i) Making an enquiry or quote online
 - ii) Telephone conversations
 - iii) Email or written communication
 - iv) Making a purchase on the website
 - v) Sending an enquiry to one of the administration email addresses
 - vi) Visiting our website and social media pages

The data you provide can include, but is not limited to, your name, address, email and IP address and details of purchases made.

- c) If you feel that there is any additional information that you would like for us to hold on file, you may request do so in writing or email. An example of this could be a health or dietary requirement of one of your party.
- d) Health and Safety Executive require Endless Adventure North East to hold and securely store your medical/activity consent form for 7 years. This form will be completed by all participants when they take part in one of our adventures.
- e) Under no circumstances would Endless Adventure North East sell your information. The only information we would share is this information you have consented for us to do so.

Unsubscribe

- a) We will always offer you an 'opt-out' with every piece of promotional material we send. You will have only received this promotional material if you have opted in when taking part in one of our adventures or signed up to our newsletter

Third parties

b) When booking external events through Endless Adventure North East, i.e. hotel or other service, it is necessary for us to share your personal details. We will provide to that supplier only and pass on only the relevant personal data required to complete the booking.

c) Permission will be sent to you in writing prior to sharing your information.

Links

- a) Please note, this website may contain links to other websites which are provided for your convenience. We are only responsible for the privacy practices and security of this site. We recommend that you check the privacy and security policies and procedures of each and every other website that you visit.

GENERAL

- a) If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court, the invalid or unenforceable provision shall be severed or amended in such a manner as to render the rest of the provision(s) and remainder of these Terms and Conditions valid or enforceable.
- For the purposes of these Terms and Conditions, "force majeure" means any cause beyond

- b) EANE's control including, without limitation, act of God, war, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft or malfunction of essential equipment, malicious damage, strike, or weather. EANE will not be liable to you for failure to perform any obligation under these Terms and Conditions to the extent that the failure is caused by a force majeure event.
- c) To the extent that any EANE-authorized agency terms and conditions contradict or invalidate any provision of these terms, such agency terms shall take precedence, notwithstanding that the remainder of these Terms and Conditions shall remain in full force and effect.
- d) If EANE delay or fail to enforce any of these Terms and Conditions it shall not mean that we have waived our right to do so.
- e) Any person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.
- f) Nothing in these Terms and Conditions and no action taken by you or us under these Terms and Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between you and us.
- g) These Terms and Conditions constitute the entire agreement between the parties in connection to the subject matter of these Terms and Conditions and supersede any previous terms and conditions, agreement or arrangement between you and us relating to the subject matter of these Terms and Conditions. However, nothing in these Terms and Conditions shall purport to exclude liability for fraud or fraudulent misrepresentation.
- h) These Terms and Conditions shall be governed by the laws of England and Wales and parties agree to submit to the exclusive jurisdiction of the English courts.