

Terms and Conditions of Booking

Kong Adventure

- 1. Deposit:** A non-refundable deposit of 50% of the total fee, or full payment if only one person is doing one activity, will be required to confirm the booking. In cases of large bookings/ organised groups or at a manager's discretion, an appropriately substantial amount may be accepted.

For organised groups wishing to pay by invoice, no deposit is required, but once the booking is confirmed, they are still liable for cancellation charges.

- 2. Bookings:** A booking will only be confirmed upon receipt of a deposit, or if a member of Kong Adventure (KA) staff gives a clear statement stating that it is confirmed with the date, time and number of clients.

Once this booking has been confirmed a contract shall then exist between KA and the client making the booking. It will also be presumed that the client agrees to the Terms and Conditions of Booking.

If a booking has not been confirmed, then there is no obligation by KA to either run the activity nor to reimburse any costs that may be associated with the booking.

- 3. Payment of Balance:** Remittance of the outstanding amount shall be payable prior to commencement of the final session, or within 30 days from receiving an invoice.

4. Cancellations:

- a. **By Client:** Should the client wish to cancel after confirmation, they will firstly be offered an alternative date or activity, or should this not be suitable, then a voucher for the paid amount shall be issued.

If a cash refund is specifically desired, or for groups who requested payment by invoice; then the following cancellation fees apply:

- If cancelled between 30 – 14 days prior to activity: 50% of the total fee shall be retained by KA
- If cancelled between 7 – 13 days prior to activity: 75% of the total fee shall be retained by KA
- If cancelled between 1-6 days prior to activity: 100% of the total fee shall be retained by KA

Management may also make exceptions to the above in certain Force Majeure situations.

By KA: Should KA have to cancel a booking due to the weather or by force majeure, then the client shall be offered either an alternative date, activity, or should this not be suitable, then a voucher for the paid amount shall be issued. A full cash refund may also be given at the discretion of management.

N.B. Cancellation or curtailment of a session due to breach of the activity's conditions set in the activity disclaimer, will receive no refund or reimbursement.

- 5. Error in Booking:** Should the client make an error in booking, either: the wrong date/time; wrong session choice or wrong location, then KA will endeavour to rearrange the booking where possible, but is under no obligation to do so. Should this not be possible, then the cancellation by client policy above will be in effect.
- 6. Personal Insurance:** Clients are advised to take out insurance cover against personal accident, injury, course cancellation, theft and damage.
- 7. Public Liability:** KA carries full public liability insurance cover.
- 8. Programmes/Multiple Activities:** These may be subject to alteration or re-arrangement in the event of unsuitable weather conditions, or factors beyond KA's control.
- 9. Refusal or Curtailment of Participation:** KA reserves the right to refuse a booking, if in their opinion a client is not suitable due to either physical or mental fitness, condition or behaviour. This includes but is not limited to, being under the influence of drugs or alcohol
- 10. Lateness:** Should a client arrive late or fail to be ready for the session start time by more than 10 minutes, or does not wait in the requested area and cannot be found by the instructor, then KA is under no obligation to allow them to participate in the session. Where possible, KA will endeavour to rearrange the session, or should this not be possible, offer a voucher. Should a voucher not be acceptable, then a cash refund may be issued at the management's discretion, which may include up to a 75% cancellation fee.