

## TERMS AND CONDITIONS

### For large print Terms and Conditions please contact us on 0191 454 3119.

Your contract for your package holiday is made with Paul Taylor and Victoria Siddoway trading as "Once upon a Tyne" and includes the following terms and conditions:

"Sports Partners" are the third party companies for which Once upon a Tyne acts as agents for you in contracting for the provision of coaching / training and instruction in coastal sports. Any contract you make for the provision of such services as part of your package will be between you and the relevant Sports Partner.

Each Sports Partner has separate terms and conditions which will govern that contract and you must agree to those terms and conditions before booking your relevant sports session. Please refer to the end of these Terms and Conditions for details of our Sports Partners' Terms and Conditions. We can take no responsibility if you are unable to participate in the relevant sport due to a matter contained in our sports partners Terms and Conditions. Furthermore, Once upon a Tyne cannot accept responsibility, with the exception of personal injury or death caused by our negligence, for any problem, circumstance or injury that occurs offsite Once upon a Tyne whilst undertaking the relevant sport.

Every attempt has been made to use clear and concise language in these terms and conditions, if any terminology has been used which is not fully understood, please feel free to contact us for clarification before you confirm your booking.

- Our contract with you binds the primary customer and all members of your party. It is your responsibility to ensure that you and all members of your party are aware of, and accept all the obligations contained in it. It is effective from the date your booking is made and continues until the last member of your party has left Once upon a Tyne or one of our Sports Partners\* (and includes any extensions of time to your booking). The primary customer must be 18 years or over.
- Our contract is formed and fixed 7 days after we have confirmed your booking in writing or, if earlier, when we have received the required payment, i.e. your credit or debit card payment is authorised or, your first or only postal payment has cleared through our bank, or we receive sufficient gift vouchers.
- Our agreement incorporates the entire contents of our current brochure and website, your booking confirmation, these terms and conditions and the relevant Sports Partners terms and conditions. You must also note and comply with all guidance, especially safety guidance, supplied to you when making a reservation, sent before you arrive, when booking or taking part in activities or using any facilities during your stay.
- Our contract is governed by English law and we agree to the non-exclusive jurisdiction of the English Courts. We must both act reasonably in selecting or agreeing any jurisdiction including any forum for dispute resolution.
- Should any part of our contract be deemed by law to be void, the remainder of this agreement will, if capable, continue in full force and effect.
- We have the right, at our sole discretion, to refuse to confirm any booking, and obtain the name, age, address and gender of each member of your party before confirming your booking or at any time. You must provide us with full details of the make up of your party prior to your arrival, which must include you (unless we have agreed otherwise and confirmed this to you in writing). Failure to do so may result in access to Once upon a Tyne or to our Sports Partners being delayed or even denied where the terms of this contract may not have been met.

- We have the right to cancel your booking, or to instruct you or your party to leave Once upon a Tyne or the vicinity of our Sports Partners immediately, without compensation or refund, should you or any of your party not comply with this contract, particularly where the terms relating to behaviour and conduct have not been complied with, or where you or any member of your party has been asked to leave on a previous occasion.
- You must be over 18 to make a booking. You are responsible for the behaviour of all members of your party, particularly those under the age of 18.
- All female and all male parties must apply in writing before a booking can be confirmed. Stag and hen parties are only permitted on a discretionary basis. We have the right to refuse a booking for all male or all female parties. Should the booking be allowed to proceed, each member of the party will be required to leave an additional cash deposit as specified by us, which will only be refunded at the end of your stay and only when full compliance with this contract has occurred throughout, particularly in relation to the terms relating to behaviour and conduct.
- The members of your party and the allocation of guests in each bedroom must remain as notified to us for the whole of your stay, even where your stay is extended.
- You may not bring or use any shotgun, knife, firearm, air weapon, archery equipment, fireworks (including sparklers), illegal substances or similar item to Once upon a Tyne or the vicinity of our Sports Partners, under any circumstances.
- Please note that photographs used on publicity material including website and brochures are for illustration only and do not represent actual experiences.
- You may not advertise, use, give or resell your holiday or any discount offer associated with it or offer to do so (for profit or otherwise) or use it in connection with a competition, promotion, business and charitable or any other similar venture without our express advance written permission.
- You should inform us immediately if, within 4 weeks prior to your arrival date or during your holiday, any member of your party has, or develops, an infectious or contagious medical condition. If so, we have the right to: refuse to accept your booking, or cancel your holiday, or ask any member of your party to refrain from taking part in certain activities, or ask any member of your party to leave Once upon a Tyne or any of our Sports Partners or related locations, should we, at our reasonable discretion, consider it necessary to protect the health of other guests, staff or the general public.
- Where a party or a booking is to include members from an organisation / institution / similar body or those benefiting from activities organised by third parties, for example, charities, local authorities, NHS trusts etc, you must tell us the following before we can confirm your booking: the name and type of organisation / institution etc, details for the contact person wishing to make the booking, and any other information we may reasonably require and you must obtain our specific agreement that where the majority of the party is under 18 or includes any person who is normally closely supervised, there will be sufficient capable and responsible adults over the age of 18 to provide adequate supervision for the party.
- You must provide the following information prior to arrival and confirm it on arrival: a list showing the names and mobile contact numbers of the capable and responsible persons referred to above, and the name of one capable and responsible person over the age of 18 who must be present for the duration of the holiday and accept overall responsibility for the whole party.
- We do our best, within our budget, to ensure that our services are as accessible as possible to all. In order that we may consider the possibility of making reasonable adjustments, however, it is important that we are fully apprised of any needs, requirements and conditions prior to any booking being concluded. Please call Once upon a Tyne to discuss availability, suitability and potential reasonable adjustments with you, including any requirement for a guest to be accompanied by someone who is able to provide for any particular needs they may have, over and above any reasonable adjustments we are able to make. Please note that we rely on the information you provide to help us anticipate and satisfy your needs. We therefore require you to update us with any change in circumstances prior to and during your stay.
- We will send you written confirmation of your booking (the Confirmation). It will show the basic details and charges for your holiday and any additional charges. If any of the information contained on the Confirmation is incorrect, or subsequently becomes incorrect, please call us immediately. A copy of these terms and conditions is supplied with the Confirmation.
- Please note any queries or special requests must be agreed and confirmed seven days before arrival. Any special requests arranged cannot be guaranteed unless confirmed by us in writing.
- A deposit payment of 20% of the total cost of your holiday is due at least three days before the date of your arrival. You may pay the full cost of your holiday at this point if you wish. The balance must be paid before the start of your holiday or on arrival at Once upon a Tyne.
- You must make the required payment(s) by the appropriate time(s) or we will have the right to cancel your booking and keep or claim your deposit and other amounts from you.
- You may change your booking with us for any reason provided the change is made 21 days or more before your holiday start date. Each change is subject to a small amendment charge, which will be confirmed to you at the time, and is in turn subject to availability.
- You may only change your holiday start date once and you must select your new start date within 4 weeks of requesting the change, otherwise the change will be treated as a cancellation and the appropriate fee will apply.
- If you are prevented from taking your holiday, please contact Once upon a Tyne at the earliest opportunity. We will do our best to assist. You may not, under any circumstances, transfer your booking to anyone without our consent. We will not consent to a transfer where the person or party concerned does not meet our requirements.
- You may cancel your holiday at any time. If you cancel more than 21 days before the agreed commencement of your holiday a full refund will be issued. Thereafter a fee will be charged as follows:
  - 3 to 20 days before the agreed date and time of your arrival 50% of the total booking costs must be paid to us.
  - Less than 3 days before the agreed date and time of your arrival no refund will be issued and you will be charged the full cost of the holiday. Please note that some separate charges such as cancellation charges and credit / debit card transaction charges are nonrefundable.
- Our aim is to provide a relaxed holiday for all guests. To ensure the maximum enjoyment of your holiday and that of all our other guests we require you to comply with all the requirements in this contract but draw your particular attention to the paragraphs below and to the safety information you will receive on or before arrival.
- Failure to Comply / Behaviour. Your behaviour should not be excessive, noisy or disruptive, especially at night. Offensive or illegal behaviour will not be tolerated and may result in the police involvement. We may ask you and/or any member of your party to leave immediately if your conduct is considered by us to be inappropriate, likely to cause harm, or impair the enjoyment, comfort or safety of residents, staff and the general public, or is likely, in our belief, to breach any of this contract. No refunds or compensation will be given in these circumstances. By booking you agree that we have the right either during or after your stay to recover from you, either by debiting the credit or debit card used to pay for the holiday or otherwise, the costs of: any compensation we may pay to others, including our other guests, and / or any property or accommodation damage, and / or any other charges, fees or levies we may incur resulting from your action or inaction and from any breach of this contract.
- Important information, guidance and updates will be posted on notice boards at Once upon a Tyne. Please be sure to read these notices.
- Standard sized vehicles may be parked in the rear car park of Once upon a Tyne only if booked in advance as limited places are available. You will be required to pay a refundable deposit for the car park security shutter operating device. Please park within marked bays only, and drive, manoeuvre and park carefully at all times. All vehicles that are not parked in the specified parking areas may be towed away. We will charge you for doing this. We do not accept any liability for damage arising out of this operation unless due to our negligence or that of our subcontractors.
- Photography (still, digital and video) is not permitted in any private or changing areas of Once upon a Tyne or our Sports Partners. Only non-intrusive photography of your own party and friends is permitted. You may not carry out photography for commercial purposes, publication or similar purposes unless this is approved in writing by management of Once upon a Tyne.
- Only guide dogs are permitted at Once upon a Tyne. No other pets are permitted.
- We reserve the right to refuse to serve or sell alcohol to anyone who; is under the age of 18, or appears to us to be under 18 (and cannot prove they are over 18), or we, in our sole discretion, consider to have been drinking excessively. We will not sell tobacco based products, solvent based products or allow the use of gaming machines in contravention of current legislation.
- We will offer reasonable help to assist you in tracing lost items. Your personal belongings are your own responsibility during your holiday with us. You must lock your vehicle securely and remove all items on parking; we accept no liability whatsoever for any accident, loss or damage to your property unless such loss, damage or accident is demonstrably due to our negligence or that of those for whom we are legally responsible,
- A no smoking policy is in operation at Once upon a Tyne. Designated smoking areas or time frames may be provided on occasion at the discretion of the managers of Once upon a Tyne, although arrangements vary from time to time.
- You are expected to use the premises and its contents with care and are responsible for any and all damage caused. On departure you should leave your accommodation in a good condition. We reserve the right to charge you for any damage caused or missing items. Your accommodation must be vacated by 11am on the day of your departure. We reserve the right to enter your accommodation at any time for any reasonable purpose, for example, to make checks, or carry out essential inspection, maintenance work, housekeeping or repairs.

36. Breakfast, any other food, beverages and other supplies described in menus and other communications with you are provided on a subject to availability basis and the availability of specific items is not guaranteed.
37. As we continually strive to improve accommodation and facilities and comply with any new Health & Safety legislation or other legal requirements you may find that: there is development or refurbishment work going on in certain areas of Once upon a Tyne; maintenance work or housekeeping tasks are undertaken in and around your accommodation during your stay, although in such circumstances we try to minimise any inconvenience; different equipment is provided to that described in our brochures or other communications.
38. If we are aware in advance that we are unable to provide some of the facilities / activities advertised we will notify you as soon as possible. Should there be, as a result, a material impact on your holiday, we will offer you the following options, subject to availability: an alternative coastal sport (if your chosen sport is unable to go ahead), change your holiday start date; cancel your holiday; continue with your holiday. No cancellation charge would be payable in these circumstances.
39. All the information contained in your booking is held on computer and other filing systems for which we hold a valid notification under the Data Protection Act. By providing us with the information required for booking and otherwise you are deemed to accept the above and to have gained consent from the members of your party to disclose their details to us.

We collect and keep information about you for the following reasons: maintain evidence of contracts entered into for the provision of goods and services; maintain evidence of the goods supplied and / or the level of service provided; tailoring our service to your requirement and preferences; providing you with information about our product and services and those of carefully selected third parties.

If you do not wish to be contacted by us for any of these purposes please inform Once upon a Tyne by writing to Once upon a Tyne, 55 Beach Road, South Shields, Tyne & Wear NE33 2QU or by emailing us at [liveonce@once-tyne.co.uk](mailto:liveonce@once-tyne.co.uk)

40. We may use CCTV cameras at Once upon a Tyne for the purposes of crime prevention and public safety.
41. In all cases, except personal injury or death as a result of the owners negligence, our liability to you for the total of all claims arising out of your holiday with us is limited to the cost of your booking less any cancellation and amendment charges. We will not be responsible for any matters that result from any unforeseeable and unforeseeable events including forces of nature that are beyond our control.
42. We would recommend that you take out adequate insurance cover for your holiday and the relevant sports in which you will be participating.
43. Any concerns or assistance you require should be brought to our attention immediately so that we have an opportunity to help and put things right.
44. If you have any questions please contact us at any time at: Once upon a Tyne, 55 Beach Road, South Shields NE33 2QU. Tel: 0191 454 3119. Email: [liveonce@once-tyne.co.uk](mailto:liveonce@once-tyne.co.uk).
45. We cannot be responsible for any matter of which you were aware and which you did not bring to our attention during your holiday. Any reported matter which has not been resolved during your holiday should be advised in writing to the management of Once upon a Tyne within 28 days of the end of your holiday.

## Coastal Sports

46. Your contract is directly between you and the relevant Sports Partner, with Once upon a Tyne acting as agent to facilitate that contract.
47. As some activities take place out of doors they are provided subject to appropriate weather conditions prevailing at the time your booking is due to take place.
48. We may alter the location of any coastal sport lesson in order to take advantage of better conditions in North East England. In this instance Once upon a Tyne will meet any additional costs eg for transfers. If you would prefer your lesson to take place in any other location for any other reason, we will try to accommodate your reasonable requests and the cost of transfers must be covered by you.
49. Your sports session may be cancelled, delayed or cut short should conditions be deemed dangerous, hazardous or subject to extreme weather, tidal or unsuitable conditions. In this unlikely instance, Once upon a Tyne will provide an alternative coastal sports activity (subject to availability) for your party and either refund the difference in price or pass on additional costs as agreed by your party. We cannot refund the cost of your coastal sport once you leave the Once upon a Tyne premises to go to that sport. Payment for coastal sports will only be refunded if they are cancelled in their entirety for reasons beyond our control. Regardless of whether or not your coastal sport goes ahead, we cannot refund all or part of your accommodation costs. Accommodation is charged at £25 per person per night.
50. No refund is payable for; "Force Majeure" including: war, threat of war, riot, civil disobedience or strife, industrial dispute, terrorist activity, natural or industrial disaster, fire, adverse weather conditions, unforeseen operational decisions of air carriers such as changes of schedule, or any unforeseeable or unavoidable event beyond Once upon a Tyne's or our Sports Partners' control.
51. Facility and activity times are an indication only and may vary from time to time. Precise times will be advised on notice boards or please ask a member of staff at Once upon a Tyne.
52. Transfers may include hire of mini buses, private car and / or local taxi companies. Where applicable, Once upon a Tyne acts as agents in facilitating your contract between you and the relevant transport provider. Transfers for the Rock climbing lessons and Try-Dive lessons are provided by Express Taxis of 1 St Johns Avenue, Hebburn, Tyne & Wear NE31 2TY, or by a private car provided by Once upon a Tyne. If you use your own transport Once upon a Tyne can accept no responsibility for your journey.
53. We advise you to only participate in your chosen sport if you maintain a good standard of health and can walk briskly for half a mile without getting out of breath
54. Please note that anyone who suffers from any medical condition that may affect safety - e.g. asthma; epilepsy; diabetes; heart problems etc should advise us when confirming their booking or on receipt of these Terms and Conditions. This information will be treated in strict confidence. We rely on the health information you provided us about yourself and your party when making this booking, therefore if this information is not correct we can take no responsibility.
55. It is a legal requirement for some sports that you fill out a medical and / or other questionnaires / declarations prior to participation.
56. Disabilities / impairments do not necessarily exclude participation in the chosen sport. However you must contact us for further information and / or confirmation.

57. Some activities are by their nature dangerous. Those who have booked to participate in this type of activity assume the risks involved and our Sports Partners cannot be responsible for claims for injury or loss, unless caused by the negligence of our Sports Partners. This is why we suggest all participants are fully and adequately insured.
58. You cannot be under the influence of, or consume on the day, alcohol or dangerous drugs whilst undertaking any of our coastal sports. You will be banned from participating in the sport if we believe you to be under the influence of such substances.
59. If you arrive without any necessary paperwork you may lose your deposit and forfeit your coastal sport.
60. The final decision on your suitability to undertake a sport rests with our Sports Partners. You must comply with their rules at all times.
61. Any person under the age of 18 must have written consent from a parent or guardian.
62. All Sports Partners below have their own insurance which covers each sports session. Details are provided under each Sports Partner's section.

## Surfing lessons

63. Your contract is with Andrew Donaldson of Board Rigid Surfing School, 106A Westoe Road, South Shields, Tyne and Wear, NE33 3PF who supplies the surfing coaches, equipment and lessons. All of these terms and conditions govern your contract with Andrew Donaldson T/A Board Rigid Surfing School for the provision of your sports session.

## Powerkiting lessons

64. Your contract is with Nigel King of Northern Freestyle. Registered office is at Unit 8A Coquetdale Park, Amble Industrial Estate, Amble, Northumberland NE65 0PE. Northern Freestyle supplies the powerkiting coaches, equipment and lessons. All of these terms and conditions govern your contract with Nigel King T/A Northern Freestyle for the provision of your sports session.

## Rock climbing

65. Your contract is with Dean Cox of Sunderland Wall of Doxford Works, Pallion Quay, Sunderland, SR4 6TQ who supplies the rock climbing instructors, equipment and lessons. All of these terms and conditions govern your contract with Dean Cox T/A Sunderland Wall for the provision of your sports session

## PADI Dive course / Try-dive course

66. Your contract is with Andy Lilley of Aquanauts North East Diving Centre, Unit 9f, Riverside Road, Sunderland SR5 3JG who supplies the scuba diving coaches, equipment and lessons. All of these terms and conditions govern your contract with Andy Lilley T/A Aquanauts North East Diving Centre for the provision of your sports session.
67. **For PADI Dive course only:** If you decide to cancel your booking any time after receiving your booking letter you MUST return the PADI Scuba Diving Pack to Once upon a Tyne in perfect condition either by Recorded Delivery or delivery in person. If you fail to do this within 7 days of cancellation you will be charged £50 per pack in addition to the cancellation terms listed above.

## Skydiving

68. Your contract is with UK Skydiving, 6 Beeches Road, Charlton Kings, Cheltenham, Glos. GL53 8NQ who supplies the skydiving coaches, equipment and lessons. All of these terms and conditions, in addition to those following, govern your contract with UK Skydiving for the provision of your sports session:

69. Minimum age 16 (16 and 17 years with written consent from parent or guardian). Those over 50 will not usually be accepted for AFF or RAPS but there is no upper age limit for Tandem skydives. Weight – 96 kilos or 15 stones. If you are over the age of 40 you will need your doctors approval, we will send you the relevant documentation for your doctor to sign. Under the age of 40 you may sign a self declaration of fitness. On registration at the club on the day of your skydive you will automatically be covered by 3rd party insurance, if you would like to take further personal injury cover, the club recommends Harrison Beaumont Ltd 01993 700 200. Safety - regulated by the BPA British Parachute Association, to ensure that equipment and training is of the highest standards. All Student and Tandem skydivers wear a dual parachute system, where if the main parachute should fail there is a reserve parachute, which is easily deployed. Student and Tandem equipment are also fitted with an automatic reserve parachute-opening device (Cypres) this is in case of extreme emergency and this device is governed by speed and altitude. Glasses and Contacts - Our goggles fit comfortably over your glasses, and contact lenses are no problem Breathing in freefall - On exiting the aircraft you may gasp for breath for a second but will soon find yourself breathing normally. You can expect to be falling around 120mph during freefall. If it's a cold day wrap up warm not bulky as you will be provided with a jumpsuit to wear over your clothes. On a hot day a t-shirt and trousers/shorts are ample. Trainers are recommended, do not wear any open toed shoes ie sandals.

## Gift Voucher Terms and Conditions

70. Gift vouchers are for use only by the person named on the front of the voucher. They cannot be transferred in part or full to any other person. A passport or driving licence will need to be presented on booking Once upon a Tyne to confirm identity.
71. To redeem the voucher call Once upon a Tyne or drop by in person BEFORE making your booking. When you call you will be asked to quote the unique serial number on the voucher and you must send your voucher to us within (7 days of making your booking) to 55 Beach Road, South Shields, Tyne & Wear NE33 2QU. Vouchers cannot be redeemed against existing bookings. Vouchers may be purchased or redeemed only at Once upon a Tyne for accommodation or towards a coastal sports package holiday. Vouchers cannot be used to book coastal sports activities alone, without accommodation.
72. All bookings made will be subject to our booking terms and conditions listed previously. Minimum number restrictions apply to all package holidays. Any refunds will be given in vouchers for the proportion of the purchase price paid in vouchers. No change or cash alternatives can be given. Nominal value of voucher 0.0001p. Photocopied, illegible or defaced vouchers will not be accepted. This voucher cannot be used in conjunction with any other offer or promotion. We cannot accept liability for replacements should vouchers be lost, stolen, damaged or destroyed.
73. Vouchers are issued by Paul Taylor and Victoria Siddoway T/A Once upon a Tyne, 55 Beach Road, South Shields, NE33 2QU.

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Valid for all bookings taken from 21 November 2005.