

TERMS & CONDITIONS

The booking conditions as below apply to all bookings at Porthpean Outdoor Education Centre (POEC). In the booking conditions, 'the Company', 'we', and 'us' refers to Cornwall Adventure Limited (t/a Porthpean Outdoor Education Centre/ Porthpean Outdoor) and 'you' refers to the individual making the booking ('Party Leader').

The booking conditions as below apply to all bookings save school group bookings. Please be advised that separate [booking conditions](#) apply to school group bookings.

Should an inaccuracy be displayed on our website, the terms as stated in the booking conditions will prevail.

1. GENERAL BOOKING CONDITIONS

(1.1) When booking on behalf of other people, it is the responsibility of the person making the booking ('the Party Leader') to ensure that every member of the party has read and fully understood all the booking conditions.

(1.2) Our acceptance of your initial payment forms a contract between us and you alone. You are deemed to accept these booking conditions. No other conditions will apply to this contract unless confirmed by us to you in writing.

(1.3) We reserve the right to periodically review our prices. Our pricing model may determine a fluctuation in advertised rates in accordance with demand/availability.

(1.4) All advertised rates, save School Bookings, are inclusive of VAT.

(1.5) Our rates are as advertised at the time of booking. Where child rates are not advertised, a child discount will not apply. We do not offer single supplements unless advertised. Online travel agent rates or voucher promotion rates may differ to those we display.

(1.6) We accept payment through the credit/debit card types as displayed on our online payment gateway. Please do not send cash or a cheque as a means of payment. We can only accept one credit/debit card transaction per booking.

(1.7) Should you need access for persons with special requirements, please contact us at your earliest opportunity. Please visit our [Accessibility Statement](#) for further details.

(1.8) We are unable to accept a booking from any person under the age of 18. We are also unable to allow any person under 18 (at the time of the stay) stay without a parent or responsible adult. Booking under false pretenses will be deemed a breach of our booking conditions and the booking will be terminated with immediate effect. All monies paid are non-returnable in this instance.

(1.9) At the time of booking, you will be required to provide your personal details and confirm that you have accepted the booking conditions on behalf of all persons in the party. You will also be responsible for the balance payment of the booking. We will send all correspondence to you and will consider you responsible for keeping all party members informed. We cannot discuss the booking or enter into communication with any other member of the booking or 3rd party. In the event that the booking is being made on behalf of someone else, and the person making the booking is not actually staying at POEC, that person is still deemed the Party Leader and the same booking conditions apply.

(1.10) On receipt of your initial payment we will send you a booking confirmation via email within 24 hours of booking. Your booking confirmation will document the details of your booking and also act as an invoice for any outstanding balance. If any details are incorrect you must advise us immediately. If you do not receive a booking confirmation within 24 hours of booking, please notify us immediately. We cannot accept responsibility for any errors concerning your booking after a period of 48 hours after booking.

(1.11) All booking notification and payment-related correspondence from us is sent via email. It is your responsibility to ensure all such emails are read and adhered to in accordance with these booking conditions. Unless informed otherwise, it will be deemed by us that all emails

have been received and understood. We cannot accept failure to adhere to our booking conditions due to incorrect contact details or inactive/superseded email accounts.

(1.12) We allow a 24 hour grace or 'cool-off' period (from the time of booking) should you wish to amend or cancel your booking. We will refund all monies paid less a £10 administration fee to cover card fees. All amendments and cancellations after 24 hours of booking will be subject to these booking conditions. All deposits paid are strictly non-refundable when a booking is cancelled after the cool off period. We do not offer a cool off period when bookings are made within 72 hours of arrival.

(1.13) Whilst we endeavour to accommodate all special requests, we cannot issue any guarantees.

(1.14) If, for any reason, you wish to change or cancel your booking, the Party Leader must inform us in writing from his/her registered email account. We cannot accept a change or cancellation by any other means.

(1.15) Should you be forced to change the dates of your booking after the initial booking notification has been issued, an administration charge of £20 will be applied to your booking. We reserve the right to change your booked rate to the applicable full tariff rate. Any special offer or discounted rate that you may have qualified for at the time of booking may not be extended to the new date.

(1.16) If we are unable to process the balance payment for any reason on the due date, we will contact you via email to arrange alternative means of payment. If no payment is received within 72 hours of our email, it will be deemed that you wish to cancel the booking and the booking will be terminated with the loss of the deposit paid.

(1.17) Should you cancel your booking with less than 4 weeks notice, once the balance payment has been made, we regret that no refund is possible.

(1.18) In the event of a cancellation of a special pre-paid rate, when the full balance has been paid in full at the time of booking, no refunds will be made available.

(1.19) Bookings made through 3rd party websites, or Online Travel Agents (OTAs) are subject to their own terms and conditions and payment policy. Bookings made through OTAs, unless detailed otherwise, are accepted by us on a non-refundable and non-amendable basis with payment in full at the time of booking. Once a booking is received by us via an OTA, the applicable payment will be taken in full and the booking becomes strictly non-cancellable and non-amendable. This payment policy voids our own payment policy for bookings. No cool-off period is offered. We cannot accept responsibility for any incorrect information as displayed on 3rd party websites.

(1.20) We cannot take any responsibility for claims with respect of 3rd party activity providers. Certain activity providers may insist you sign an insurance indemnity and waiver form; therefore you participate at your own risk, and we shall not be liable for your participation.

(1.21) All bookings are made in good faith. In the unlikely event that your accommodation/package/activity/hire is made unavailable, we will endeavour to find alternative provision for you at our centre. If this is not agreeable, all monies will be refunded with immediate effect. You will be responsible for paying for all charges for the alternative provision.

(1.22) We do not accept pets other than guide dogs.

(1.23) POEC offers a smoke-free premises. We ask you to leave centre grounds should you wish to smoke.

(1.24) Only those named in the booking may stay at POEC. In view of security, visitors are strictly prohibited from entering the centre. Should anyone arrive with your party who is not listed on the submitted information, he/she may not be able to stay.

(1.25) Should you arrive at POEC without informing us of a change the dates of your booking, we reserve the right not to accommodate your booking. Your booking may be terminated with loss of all monies paid.

(1.26) At check-in, all guests are issued with a guest card. You will be asked to keep this card on your person at all times to confirm residency at POEC.

(1.27) Whilst we do have our own car park for use by day activity visitors, spaces are limited. The Company cannot guarantee parking spaces and does not accept the provision of parking facilities as a contractual part of any day activity booking. All vehicles are left at the owner's risk. We cannot accept any responsibility for any damage caused to a vehicle parked in our car park. All persons leaving a vehicle in our car park will need to register it at check-in. All unregistered vehicles found may be issued with a parking ticket. This service is carried out by a 3rd party and we will have no control over its operation.

(1.28) The Company shall not be held liable in the event that accommodation, services, or any advertised activity is not available due to circumstances beyond its control.

(1.29) Management reserve the right to enter accommodation at any time, with prior communication with a responsible adult.

(1.30) You use the centre and its facilities at your own risk. The Company cannot accept liability for the loss or damage in respect of your personal possessions. Please do consider this point before taking any valuable items with you. All items left in our care (including in our luggage store) are done so exclusively at the risk of the owner.

(1.31) We do not carry out a daily cleaning service of booked accommodation. We ask all rubbish to be removed from your booked accommodation on departure.

(1.32) The Hub and The Boardroom may be subject to restricted opening hours outside our high season. We do not accept the provision of the aforementioned facilities as a contractual part of any booking.

(1.33) For all bookings with children, you agree to act in loco parentis at all times. You are required to accompany children within your group and manage behaviour on all activities and at all times whilst in residence at the centre. We reserve the right to delay/postpone the commencement of an activity until a responsible adult is in attendance.

(1.34) For residential bookings, you will be issued with a timetable prior to arrival, with full details confirmed as part of your Welcome Meeting. This will include all meal times and activity times.

For the smooth running of our timetables, we must respectfully ask you to ensure you are on time for all booked meals and activities. We reserve the right to postpone a meal/activity should you be late.

(1.35) We ask that any breakages are reported and paid for at reception within 24 hours. Failure to do so may result in a charges being applied at check-out. We inspect all booked accommodation upon check-out. We reserve the right to impose a cleaning charge for excess cleaning duties required in booked accommodation.

(1.36) Should you decide to leave POEC before the booked departure date for any reason, no refund will be available for the remaining night(s).

(1.37) The Company reserves the right to terminate without notice the booking of any customer whose behaviour is such that it is likely, in our reasonable opinion, to cause distress, damage, or annoyance to any other customer, employee, 3rd party, or to centre property.

(1.38) Lost property is kept for 28 days before it is discarded. For the return of left items, please arrange to collect from the centre or contact us to arrange postage. Postage and packaging costs are passed on accordingly.

(1.39) We always aim to provide you with the best stay possible. However, in the unlikely event that a problem should arise we kindly ask that you inform us immediately. By following this procedure you will enable us to deal with the situation effectively and promptly.

(1.40) We cannot accept responsibility for events outside the centre which may affect your stay with us. No monies can be returned in this instance.

(1.41) We regret that we cannot accept liability for any complaints after you have left POEC.

(1.42) We will retain your personal information which you provide at the time of booking. This information will not be passed on to any 3rd parties, other than when required by law.

2. FAMILY ADVENTURE BREAK BOOKINGS

(2.1) The additional booking conditions as laid out in Section 2 apply exclusively to Family Adventure Break Bookings. These conditions apply in addition to all General Booking Conditions as laid out in Section 1.

(2.2) To reserve a Family Adventure Break you are required to make a non-refundable deposit payment of 50% of the total booking value.

(2.3) After the deposit payment has been paid to reserve your space, the 50% balance is payable 28 days prior to arrival. You will be sent a balance reminder email 42 days/6 weeks prior to arrival.

(2.4) All bookings made within 28 days of the start of your stay will require the full 100% balance to be paid at the time of booking.

(2.5) Once you have made the required deposit payment, your credit/debit card details will be stored securely in accordance with PCI-DSS compliance regulations. In our 6 week reminder email we will request the security code of the registered card to allow us to process the balance payment. In agreeing to these terms and conditions, you are authorising us to debit the balance payment from the registered card at this time. Should you wish to make payment with an alternative card, please advise us on receipt of the 6 week balance reminder email. We must receive confirmation of your security code (or alternative card details) at least 28 days prior to arrival.

(2.6) Arrival time is from 2pm. Unfortunately, we are unable to allow entrance to the centre (including our car park) before this time due to safeguarding requirements.

(2.7) We ask that you vacate your booked accommodation by 10am on the stated day of departure. We will happily provide luggage storage as required if your activities/meal programme finishes after this time.

(2.8) We must ask that you vacate the centre by 12.30pm on the stated day of departure.

3. GROUP RESIDENTIAL BOOKINGS

(3.1) Groups Residential bookings are deemed by us to be any residential booking made by or behalf of a group or organisation other than school groups. The additional booking conditions as laid out in Section 3 apply exclusively to Group Bookings. These conditions apply in addition to all General Booking Conditions as laid out in Section 1.

(3.2) Once availability has been confirmed by us and you are ready to proceed with a booking, we recommend that you make a provisional booking to 'hold' your space. Provisional bookings are held for 28 days without obligation. Upon expiry of the 28 days, the space is released.

(3.3) We will acknowledge your provisional booking by issuing an invoice for the deposit payment. Payment of a deposit will 'reserve' your space at POEC. To reserve your space, you are required to make a non-refundable deposit payment of £500 per Accommodation Village (up to 48 people).

(3.4) After the deposit payment has been paid to reserve your booking, the balance is payable 10 weeks prior to arrival. You will be sent a balance reminder email 12 weeks prior to arrival.

(3.5) All bookings made within 10 weeks of the start of your stay will require the full balance to be paid at the time of booking.

(3.6) Once the balance has been paid, your booking status becomes 'confirmed'.

(3.7) All payments must be made by BACS. Our bank details are noted on all invoices. We are unable to accept credit card payments or cheques for Group Residential Bookings.

(3.8) All rates and booked places are based on shared accommodation with full unit occupancy, subject to gender breakdowns. All units are private, shared only with your group.

(3.9) We reserve the right to accept a minimum size group booking. You will be advised of this, if applicable, before booking with us.

(3.10) For group bookings we reserve the right to request a security bond as a condition on our acceptance of your booking. Further details can be provided on request. In this instance, you will be contacted 48 hours prior to arrival and asked to provide credit card details in order to satisfy the full amount of the security bond. A security bond will only apply if confirmed by us in writing.

(3.11) We do not accept stag, hen, and adult sports groups. Booking under false pretences will be deemed a breach of our booking conditions and the booking will be terminated with immediate effect. All monies paid are non-returnable in this instance.

(3.12) For all group bookings, we request an estimated time of arrival and arrange a dedicated group check-in accordingly.

(3.13) Your group residential activity programme at POEC starts at 2pm on the stated day of arrival. We ask you to arrive at the centre from 1pm to check into your accommodation and attend your Welcome Meeting. Should you wish to arrive at the centre before 1pm to unload and store your group's luggage, you must obtain prior agreement in writing from POEC management. Unfortunately, we are unable to provide or accommodate any form of activity or entertainment at the centre before the advertised 2pm start time. For early arrivals, we can provide suggestions for off-centre, group-led provision. This may include access to our beach with complimentary use of beach equipment, reserved on a first come, first served basis. A disclaimer will be sought in order to confirm you accept full responsibility for your group during this time.

(3.14) Your group residential experience at POEC finishes at 12pm on the stated day of departure. At 11.45am on the stated day of departure, you will be provided with a packed lunch which you are welcome to enjoy on centre grounds. We must ask that your group vacates the centre by 12.30pm. We kindly ask that you vacate your accommodation by 9am on the stated day of departure before taking part in the final day's activities. You are welcome to store your luggage with us in an undercover storage area. Please note that we cannot accept any liability for stored luggage at our centre.

(3.15) We do not supply bedding or towels. All party members will need to bring their own sleeping bag, pillow and towels. A complete Kit List will be made available prior to arrival.

4. HIRE CENTRE BOOKINGS

(4.1) The additional booking conditions as laid out in Section 4 apply exclusively to Hire Centre Bookings. These conditions apply in addition to all General Booking Conditions as laid out in Section 1.

(4.2) To book hire equipment, you are required to make a non-refundable payment of 100% of the total booking value.

(4.3) In booking hire equipment, you are to understand that using the equipment provided involves a level of risk. It remains your responsibility to understand what is involved when using the equipment.

(4.3) You agree that you are capable of safely using the equipment provided and agree that you will follow instructions given.

(4.5) You remain responsible for your own safety and that of your group. We are not responsible for the use of the equipment provided. We provide equipment to be used under the skills and abilities of the hirer. We do not require proof of ability.

(4.6) You agree to pay for any cost incurred us as a result of hiring the equipment provided. All costs of replacement items or repair to damaged equipment will be passed on to you. This cost can be independently assessed on request, with the associated costs of inspection being passed on to you. In accepting these booking conditions, you agree to accept this responsibility and agree to cover all costs accordingly within 28 days. You understand that claims against you may arise upon failure to settle the full balance within 28 days.

(4.7) All equipment must be returned on time or you will be liable for a late return fee equivalent to the hourly rate of hire for the craft you have hired.

(4.8) If conditions are deemed unsafe, we reserve the right to cancel your booking and offer alternative dates or a full refund.

(4.9) If the hire booking is for a child aged 14-18 years of age, the named child must have a parent/guardian supervising from the beach at all times. Children aged 6-13 years of age can hire equipment only when accompanied on the water by an adult. All persons must be named on the booking. We reserve the right to refuse hire or call back hire when we deem there to be a failure in the required supervision, as above.

(4.10) The weight limit for a single kayak is approximately 15st/95kg. The weight limit for a double kayak is 25st/160kg. If you are close to the weight limit, please let us know – we can rig a double kayak to be paddled as a single so you can still enjoy time on the water. The weight limit for our SUPs is approximately 23st/150kg.

(4.11) You agree to follow the safety briefing as issued upon collecting your hire equipment. Namely:

- Buoyancy aids must be worn at all times;
- Do not paddle more than 100 meters off shore;
- Please be sensible when paddling around others and local wildlife;
- Please stay within the marked area on the map provided
- Do not pass the white house going right of the beach or the NCI Lookout/Landrion Point past Charlestown going left.
- The Mega SUP can accommodate a maximum of 10 people – please do not exceed this.