# **Terms and Conditions for**

# **Teenagers and Young Adults with Cancer**

#### What you can expect from TYAC

• Once you have applied for a place in the Zip It - Velocity Challenge for TYAC, your application will be assessed by the TYAC Fundraising Team. You will be informed of the outcome of your application by email within 5 working days of submitting your application

• Once you have been offered a place, agreed to the fundraising pledge and paid your entry fee, TYAC will reserve a charity place for you. However, TYAC has the right to revoke your place in exceptional circumstances.

• We will send you a fundraising pack which contains information about TYAC and fundraising.

• The TYAC Fundraising Team is here to help. We will provide advice and support to help you with your fundraising and achieve your minimum fundraising target.

#### What we expect from you

• The £50 registration fee helps to cover TYAC's costs and is therefore non-refundable under any circumstances including but not limited to dropping out due to injury and a change in work or social commitments. Your registration fee should be paid within two weeks of being offered a TYAC charity place, or we may offer your place to another applicant.

• Payment of the registration fee indicates your agreement to these terms and conditions.

• Fundraising pledge: You agree to raise a minimum of £150 for TYAC by 13 May 2023, two weeks after the event. We expect you to raise at least £75 by 8 April 2023, if you do not reach this target then TYAC has the right to revoke your place.

o If you fail to reach your £150 target by 13 May 2023, you will be liable for the difference.

o If you have any concerns regarding reaching your fundraising target, please do contact the TYAC Fundraising Team, they are here to help and support you.

o Online fundraising pages: Using Just Giving will be an important part of your fundraising. You must set an online fundraising page up within two weeks of confirming your charity place. We expect you to start receiving donations on your online fundraising page within one month.

o As a TYAC charity participant, you will agree that 100% of the money raised through your fundraising page will come to TYAC and will not be split with any other charity.

o You cannot use your TYAC charity place for commercial gain.

o Any offline donations must be forwarded to TYAC in a timely manner.

o Existing donations to TYAC: Any donations you already make to TYAC cannot be included in your fundraising total.

o If you fail to raise the minimum amount, you will be liable for the difference.

o Gift Aid: We cannot include the amount raised through Gift Aid in your fundraising total. However, please encourage your sponsors to Gift Aid their donations where possible – this can add an extra 25p for every £1 donated, at no extra cost to them.

• Media: Any images, video, audio and quotes we collect from you during the course of your Zip It - Velocity Challenge may be used by TYAC in future marketing materials.

• Injury and deferrals: If you are injured and unable to take part in the event, please let TYAC know as soon as possible.

• Information: You understand that information provided by you may be recorded and used in accordance with the Data Protection Act 1998.

• I understand that TYAC cannot take any responsibility for any loss, injury, or damage caused or sustained as a result of the event. (It is the responsibility of the event organiser to comply with legal and safety regulations.)

If you have any questions about the terms and conditions, please don't hesitate to call us on 0116 481 0899 or email fundraising@TYAC.org.uk



# **Terms & Conditions**

Terms and Conditions for Zip World locations in Wales; These Terms and Conditions constitute an agreement between Zip World Limited whose registered office is situate at Zip World Base Camp, Denbigh Street, Llanrwst, Conwy, LL26 OLL (hereinafter called "Zip World") and the Customer (hereinafter called the "Customer") using the products or services of Zip World.

- 1. Definitions
- 2. When might we have to postpone or amend your booking?
- 3. The Participation Form
- 4. Reservations
- 5. Booking Options, Payments and Guarantee
- 6. Payment
- 7. Vouchers
- 8. Packages
- 9. Amending or Cancelling your Booking
- 11. Prices Quoted
- 12. What's included in the price?
- 13. What isn't included?
- 14. Concession / discount requirements
- 15. Late Arrival
- 16. Reprography
- 17. Children
- 18. Accessibility
- 19. Pet animals
- 20. Alcohol and non-prescribed drugs
- 21. Insurance
- 22. Our liability if you are a Consumer
- 23. Our Liability if you are not a Consumer
- 24. Losses
- 25. Reserved Rights
- 26. Events outside of Our control
- 27. Complaints and Disputes
- 28. General Matters
- 29. Personal Data

# 1. Definitions

"Adventure" – means any of our activities which we offer on any of our Sites from time to time. "Participant" – means a person who is booked to participate in any of our Adventures by virtue of a Booking.

"Booking" – means a booking made by you for any of our Adventures, inclusive of admission fees. "Designated Location" – means the location of the start of the relevant Adventure.

"Participating Adult" – means an adult who accompanies any child or children and actively participates in an Adventure. For the avoidance of doubt, a Supervising Adult can also be a Participating Adult. "Participation Form" – means the Acknowledgement of Risk and Conditions of Participation Form

which must be signed by all Participants before taking part in an Adventure. "Promotional Offers" means any special offers we may advertise or offer from time to time in connection with any of our Adventures.

"Site" – means the site on which an Adventure takes place and "Sites" shall mean all or (where the context requires) any of them.

"Supervising Adult" – means an adult or adults who accompany any child or children to any of our Sites.

"Terms" – means these terms and conditions as amended by us from time to time. "Website" – means our website www.zipworld.co.uk.

These Terms apply to any Booking.

These Terms constitute an agreement between Zip World Limited (company registration number 07777872) whose registered office is situated at Zip World Base Camp, Dolanog, Denbigh Street, Llanrwst, LL26 OLL ("Zip World/us/we") and the person or firm who is making the Booking or participating in the Adventure/s (the "Customer/you") and will apply to any Booking you make (Agreement).

Our Terms include important information about our Adventures including any restrictions on who can or cannot take part in them. Give them a good read!

If you or any Participant suffers from any pre-existing medical condition, we recommend that you contact us before booking to ensure it does not preclude you from participating in any of our Adventures. Failure to do so may mean you or the relevant Participant cannot take part and no refund would be payable by us.

You acknowledge that you have read all these Terms (including the important bits) and you agree to make sure all Participants are aware of and have accepted these Terms.

Please note, by booking or participating in any of our Adventures you accept and agree to be bound by these Terms.

If you are not a consumer you:

(i) agree that these Terms constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter; and

(ii) acknowledge in entering into this Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.

Restrictions on our Adventures

Can you participate in our Adventures? Please check details on our restrictions and medical restrictions before completing your booking.

https://www.zipworld.co.uk/adventures/restrictions

https://www.zipworld.co.uk/medical-restrictions

2. When might we have to postpone or amend your booking?

a. We are committed to ensuring your safety and complying with Health & Safety legislation. This means that there may be times where weather conditions mean some of our Adventures are not safe to take part in. If in our absolute discretion we decide to amend weight restrictions at any time on the day of the booking, we will post a notice on the Ride Status page of our Website. In addition, we may also communicate any delays or cancellations to you via e-mail or SMS using you're your e-mail address and or mobile phone number provided during the booking process. If we do amend weight restrictions or advise you that the weather conditions make your Adventure booking unsafe to fulfil, you can:

(i) ask for a refund (subject to Condition 2(b) below); or

(ii) you can re-schedule your Booking within 6 months of the date of the Adventure you originally booked; or

(iii) subject to availability (and in accordance with these Terms), change the Booking to another of our Adventures up to the same value of your original Booking.

b. If you would prefer a refund, you must claim it within 14 days of the date of the cancelled Adventure. To claim a refund, be sure to follow these steps (otherwise we won't be able to give you the refund):

(i) send us an email to info@zipworld.co.uk;

(ii) the subject line of the email must be "Refund Request";

(iii) include your full name and the Booking reference number; and

(iv) make sure you request it within 14 days of the date of the cancelled Adventure!

c. If you don't claim a refund within 14 days, you must re-schedule your Booking within a period of 6 months in accordance with Condition 2(a)(ii) above otherwise you will forfeit your Booking.

d. If we have to permanently cancel your Booking and we cannot offer you an alternative there will be no penalty or administration charge and a refund in full (if applicable) will be made within ten (10) working days of us notifying you of the cancellation. No other compensation consequential losses or any other losses will be payable to you.

e. Refunds for peak and off peak pricing if we postpone; If we postpone a non peak time slot the customer can re-schedule onto a peak session without additional charge. If we postpone a peak session time slot and the customer re-schedule to an off peak session they will be entitled to a refund of the difference in price between peak and off peak or can transfer that amount towards booking another adventure.

#### 3. The Participation Form

Every Participant is required to sign a Participation Form. If an Participant doesn't sign a Participation Form, or doesn't comply with any of the terms set out in the Participation Form, it may result in that Participant being prohibited from taking part in the Adventure concerned. If this happens, no refund will be paid and we will not be liable for any compensation, consequential losses or any other losses arising. You are able to request from us a copy of this form in advance of attending the adventure by contacting our team on +44 0333 255 6241.

#### 4. Reservations

We recommend you make advance reservations to avoid any disappointment. You can make these reservations through our Website, directly with us via our telephone booking line (+44 0333 255 6241) or through an approved Zip World booking representative (such as Tourist Offices, Hotels and other such outlets). Advance reservations include admission fees to our sites.

#### 5. Booking Options, Payments and Guarantee

a. If you book directly with us online, then we will ask for your credit or debit card details to complete the purchase and a "booking confirmation email" will be created and sent to you. Full payment inclusive of admission fees will be debited and your account statement will identify the transaction as "www.zip-world.co.uk". Don't worry though, this payment gateway is provided by PayPoint which is a SSL secure gateway. Online bookings are subject to a £3.50 non-refundable booking fee.

b. If the Booking is made directly with us by any means other than online, credit or debit card details will be requested to complete and / or guarantee the reservation. Telephone bookings will incur a non-refundable £4.50 administration fee. This will be confirmed when the booking is made. Payment will be debited accordingly and your account statement will identify the transaction as "Zip World Limited".

c. If the Booking is made through an approved Zip World representative, payment inclusive of admission fees will be taken in accordance with their own terms and conditions of ticket sales. The reservation is guaranteed by the issuing of a payment receipt – so make sure they let you have one.

d. Where payment has not been completed we may (at our discretion) provisionally reserve the place but reserve the right to re-allocate it if another Customer requests and secures the booking by payment. If this happens, we will notify you and give you the opportunity to complete the payment immediately.

e. If you are a consumer, you can only book one of our Adventures if you are at least 18 years old.

f. If you are not a consumer, you confirm you have authority to bind any business on whose behalf you are making a booking.

g. We do not store any payment processing details, however our payment partners may retain your details in line with their terms and conditions for the purposes of providing refunds and answering payment related queries. For further details of how payment details are processed, please contact our team either by phone on +44 0333 255 6241 or via email at info@zipworld.co.uk and we will be able to direct you to the relevant processing partner.

#### 6. Payment

Full payment includes your admission fee and therefore must be made before you start your Adventure. We do not accept cheques as a form of payment.

#### 7. Vouchers

Vouchers bought directly from us are valid for adventures taking place up to 12 months from the purchase date and/or until the date printed on them. They cannot be redeemed after that date. Adventure vouchers include the admission fee and participation in the adventure.

In order to provide vouchers, it is necessary that we ask you for personal details of the person placing the order as well as any individual who will be redeeming the voucher. This is to allow us to generate and send vouchers. The data captured for this purpose may include but is not limited to Name, Address and Contact Details. This data will never be used for any reason other than processing your voucher order and/or communicating with the person redeeming the voucher and will never be shared with a third party without your knowledge.

Vouchers bought via a booking agent will be governed by the agent's terms and conditions.

Vouchers cannot be replaced if lost, stolen or destroyed. Keep them safe.

Vouchers are not refundable and cannot be exchanged for cash or other denominated vouchers

If an intended purchase is for a higher amount than the face value of the voucher(s), the difference can be made up with a card payment. If it is less, then change cannot be given.

Vouchers cannot be used in conjunction with any special promotions, discount tokens, coupons or cards.

# 8. Packages

Package promotions are not to be used in conjunction with any other offer. Bookings made as part of a package are inclusive of admission fees.

Adventures booked within a package must be scheduled within 30 days of one another.

If one or more products in a package are cancelled by you at any time, the remaining Adventures will be charged at the single Adventure price.

If one or more of the Adventures are postponed by Zip World, the refund option of that Adventure will proportionate to the discounted package price.

Eligibility for a refund or postponement is subject to the conditions set out in Clause 2

Following the booking of a group package, if numbers reduce below those required for this group discount, the price will be recalculated to reflect this.

9. Amending or Cancelling your Booking

a. Individual booking amendment requests 7 days prior to the adventure may, at our absolute discretion, be amended or postponed. Ticketed experiences such as Ffear Fforest (Night Pass) (including Screamride and Nightfall), Monsters of the Mine (Adventure Night Pass and Spectator Night Pass) (including Cursed Climber and Fear Flyer), Tower's Christmas Grotto and Zipmas are not eligible for refunds or amendments. If we have to cancel an experience such as Ffear Fforest, Monsters of the Mine, Tower's Christmas Grotto or Zipmas, our normal terms and conditions apply.

Within 7-days of the booking date, if Zip World are operational, you will not be entitled to amend your booking, or receive any refunds for cancellations or seek compensation in any way.

b. Group bookings of 6-15 Participants may be cancelled or amended after the giving of at least 14 days' notice of cancellation or reduction of numbers.

c. Group bookings of 16 or more Participants may be cancelled or amended after the giving of at least 28 days' notice of cancellation or reduction in numbers.

d. Deposits paid for group bookings are non-refundable except in the circumstances outlined in Condition 26.

e. In Conditions 9(a), (b) and (c) above the time limits referred to relate to the original Adventure booking date. Once an Adventure date has been amended or cancelled then you cannot further amend or cancel the adventure date and the provisions relating to refund or further amendment will not be available you.

f. Discounts or booking tariffs may vary but are based on minimum group sizes. In the event that minimum group size is not achieved then the relevant pricing tariffs will apply.

g. Refunds for peak and off peak pricing if the customer postpones; If the customer postpones and wants to reschedule to a peak session they will need to pay the additional charge to upgrade. If the customer postpones and re-schedule to an off peak session they will not be refunded the difference between peak and off peak.

h. Booking fees are non-refundable

11. Prices Quoted

a. Prices quoted will be current at the time of your Booking and include admission fees. Zip World operates a dynamic pricing model and prices are subject to change at our absolute discretion.b. The price of your Booking will not be subject to any change but if you seek to amend your Booking In accordance with Clause 9 above and the prices have increased since you made your Booking, you will be required to pay the difference in price.

#### 12. What's included in the price?

The price will include the Adventure, admission fees, all necessary equipment, public liability assurance and VAT.

#### 13. What isn't included?

The price doesn't include personal insurance, snacks, lunch, beverages, optional adventures and excursions, gratuities and any other items not specifically mentioned as being included.

#### 14. Concession / discount requirements

As a general rule, bookings will be accepted on the basis of information supplied by you at the time of booking. However, at our discretion, proof of any concession entitlement may be requested at any

time during fulfilment of the Adventure booked. Failure to produce required evidence upon request may result in the concession / discount being withdrawn and payment being requested amounting to a difference between that which has already been paid and the full published price.

Promotional discounts and offers can not be redeemed against ticketed experiences such as Ffear Fforest (including Screamride and Nightfall), Monsters of the Mine (Adventure Night Pass and Spectator Night Pass) (including Cursed Climber and Fear Flyer), Tower's Christmas Grotto and Zipmas.

# 15. Late Arrival

a. In the interests of others we operate a strict timekeeping policy.

b. All Participants in your party must arrive at the relevant designated location at least thirty (30) minutes prior to the Adventure commencement time. We will endeavor to get you back to the adventure finishing point within fifteen (15) minutes of the scheduled finish time but cannot guarantee this due to Adventure delays or other circumstances beyond our control.

c. Failing to arrive at or before the scheduled time will not entitle you to a refund. There will be no compensation paid for consequential losses, lost or additional travelling expenses or other expenses of a similar nature.

#### 16. Reprography

a. Our Sites may have automated camera systems installed. During your visit your image may be captured by one or more of these devices. By visiting our Sites you accept that you may be filmed either for the production of stills or video. These images may be used within products such as commemorative photographs purchasable onsite. Footage may also be used for promotional purposes.

b. Video reprography is a service that may be offered. Zip World do not accept any liability if this service cannot be provided for whatever reason. In such circumstances no refund will be given nor compensation paid. Data provided at experience check-in, including your e-mail and mobile phone number, may be shared with our video repgrography partner RevI, for the purpose of providing you with the video reprography option if required.

c. In the case of children under the age of 18, you accept and consent by making the Booking that still or video images of children will be taken during the reprography process.

d. Many of our visitors will also be capturing video and photographs whilst on site whether by the use of our headcams or personal devices around our sites. By attending our site, you understand and accept that we are not responsible for the use of any images of you that may be captured in this way.

# 17. Children

Supervision is required for children under 18 years of age, please see individual adventures for more information.

#### 18. Accessibility

a. Unfortunately we are currently unable to offer special or modified Adventures to accommodate disabled Customers requiring a wheelchair or other such mobility assistance and / or special access across all of our Adventures and Sites. More information on how Zip World aims to accommodate those with accessibility requirements can be found at https://www.zipworld.co.uk/medical-restrictions. Please check this detail before completing your booking or contact us on 0333 255 6241 to discuss your requirements.

b. We reserve the right to decline participation in any Adventure on any of our Sites on the basis of a pre-existing medical condition which must be disclosed to us in the Participation Form or (if earlier) at the time of the Booking.

#### 19. Pet animals

Pet animals are permitted on our Sites with the exception of any of our Sites which are located underground. However pet animals must at all times remain under the control of the owner or person accompanying them. If any of our operatives or employees in their absolute discretion direct that pet animals must be removed from the any of our Sites then you must comply with this request which may be made on the basis of lack of control, animal welfare or hygiene.

20. Alcohol and non-prescribed drugs

The consumption and use of alcohol and non-prescribed drugs is strictly prohibited on all our Sites at all times. We reserve the right to refuse admission to any person who is considered to be under the influence of alcohol or non-prescribed drugs. Smoking is not permitted at any time when our equipment is being used.

21. Insurance

Zip World has appropriate public and employer liability insurance. Personal insurance against injury, theft, loss or any other event is not included and you must arrange for such cover, if required, to be in place.

22. Our liability if you are a Consumer

This condition 23 only applies if you are a consumer.

a. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into an Agreement.

b. We do not in any way exclude or limit our liability for:

(i) death or personal injury caused by our negligence;

(ii) fraud or fraudulent misrepresentation;

(iii) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

(iv) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

(v) defective products under the Consumer Protection Act 1987.

23. Our Liability if you are not a Consumer

This condition 24 only applies if you are a business customer.

a. Nothing in these Terms limits or excludes our liability for:

(i) death or personal injury caused by our negligence;

(ii) fraud or fraudulent misrepresentation;

(iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

(iv) defective products under the Consumer Protection Act 1987.

b. Subject to condition 24(a), we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

(i) any loss of profits, sales, business, or revenue;

(ii) loss of business opportunity;

(iii) loss of goodwill; or

(iv) any indirect or consequential loss.

c. Subject to condition 24(b), our total liability to you in respect of all losses arising under or in connection with an Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Adventures purchased.

d. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Adventures. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Adventures are suitable for your purposes.

24. Losses

a. Zip World is not responsible for and accepts no liability for any loss or damage caused to any vehicle belonging to you or any member of your party or to the contents therein when the vehicle is parked on any of our Sites.

b. If you or any Participant deposits personal possessions, items of clothing or any other property with an employee or a third party on any of our Sites then they do so at their own risk and Zip World will not be responsible for any loss or damage to these items however caused. As you will be participating in physical activity, we can not accept liability for any damage to any items of clothing, footwear etc.

#### 25. Reserved Rights

Cancellation:

Zip World reserves the right to cancel bookings. Reasons for cancellation may include, but without limitation:

Violent, racist, verbal or sexual abuse towards any person on any of our Sites;

Failure to comply with the laws of England and Wales;

Refusal or failure to complete the Acknowledgement of Risk and Conditions of Participation form;

Refusal or failure to provide suitable evidence of ability to partake in any Adventure;

Refusal or failure to pay the correct fee for an Adventure;

Refusal to supply medical evidence or suitability to partake in an Adventure;

Refusal or failure to pay the correct fee for an Adventure/admission;

In the event of cancellation or postponement of an Adventure by Zip World the provisions relating to cancellation and amendment which are available to the Customer under the provisions of Condition 7 ante will not apply to cancellation or amendment by Zip World in the circumstances envisaged by this Condition.

**Provisional Bookings:** 

Zip World reserves the right to re-allocate an unsecured Booking at any time.

Changes to These Terms:

We reserve the right to make alterations or changes to these Terms at any time ensuring that the Customers of existing bookings will receive the latest copy of the Terms prior to participating in an Adventure. Should the revised Terms be unacceptable to a Customer who has pre-booked the booking may be cancelled without penalty or administration charge.

26. Events outside of Our control

a. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under an Agreement that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Condition 26(b).

b. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic/pandemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. c. If an Event Outside Our Control takes place that affects the performance of our obligations under

this Agreement:

(i) we will contact you as soon as reasonably possible to notify you; and

(ii) our obligations under an Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

# 27. Complaints and Disputes

Any disputes or complaints must be brought to the attention of Zip World in writing within fourteen (14) days from the occurrence which gave rise to the complaint / dispute. On receipt Zip World will respond within 14 days in writing. Zip World will endeavor to investigate and resolve such a dispute or complaint without involving third parties. In the event of a complaint or dispute not being satisfactorily resolved both Zip World and the Customer hereby agree that the dispute will be settled and determined by arbitration pursuant to the laws of England and Wales under the provision of the Arbitration Act of 1996.

# 28. General Matters

a. We may transfer our rights and obligations under an Agreement to another organisation, but this will not affect your rights or our obligations under these Terms.

b. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

c. Each of the Conditions of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining Conditions will remain in full force and effect.

d. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

e. If you are a consumer, please note that these Terms are governed by the law of England and Wales. This means an Agreement for a purchase of through our site and any dispute or claim arising out of or in connection with it will be governed in accordance with the law of England and Wales. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

f. If you are a business, an Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

g. If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with an Agreement or its subject matter or formation (including non-contractual disputes or claims).

# 29. Personal Data

In order to provide our adventures, we collect data about individuals, usually within a business context. We treat all data which identifies an individual or when combined with any other information can identify an individual as personal data.

Unless otherwise stated at the time of collection, we will be defined as the 'Controller' of the personal data you provide to us. This means that we control what happens to and what is done with this data that is in our possession.

We collect various personal data which may include but is not limited to name, address, email, phone number, age, vehicle registration, IP address, medical conditions and allergies along with any other information relevant to your booking. We will never collect any data from you that is not required to provide your adventure or for a legal obligation. It may also be necessary to collect additional details from you should an accident occur whilst on site. These details will be retained in line with our obligations under UK law and our insurances. The required retention periods for this data varies depending on the individual as below;

Details of incidents involving minors may need to be retained for up to three years following their 18th birthday.

Details of incidents involving adults will be retained for no longer than 5 years following the incident.

We will endeavor to provide details of any processing including any third parties that may have access to your data and the location of the processing whenever we ask you to provide information.

Personal data that we process directly is typically managed through our relationship management system which is located in the UK and all data may be accessible to our system support partner, Fusemetrix. In addition, we use third-party software to help manage our records and stay in touch. Details of this software will be given where appropriate when we collect information from you. Should you have any questions about how we handle your data or wish to update any information that we hold about you, please get in touch with us either by phone on 0333 255 6241 or via email at info@zipworld.co.uk.