

TRAILS CHALLENGE 2013: Terms and Conditions

Cancellations

If you wish to change or cancel your participation in the Trails Challenge program you must advise us immediately in writing or by email to info@everlastingmarks.org. Full refunds will be available prior to final registration date. Refunds requested after this date will be determined on an individual basis.



Alterations

All Trails Challenge Program activities that we advertise are accurate at the date published in our brochures and on our website, but we reserve the right to make alterations to the activities for reasons beyond our reasonable control such as bad weather, or failure by any of our third party suppliers.

Customer Conduct

We and our suppliers reserve the right to terminate your participation in any activity if in our opinion your behavior is considered a danger to yourself or others or is threatening or abusive towards other guests or any member of our staff or the environment. In any of these circumstances, no refunds will be paid to you and we may make a claim against you for any costs and expenses incurred as a result of your behavior. Criminal proceedings may also be instigated. Reference to "you" or "your" includes for the purposes of this section the conduct also of any other person in your party.

Complaints

If you have cause for complaint about any part of the Trails Challenge Program, you must immediately notify a member of Everlasting Marks. If they are unable to resolve the problem immediately, please write to our office to allow your complaint to be investigated properly.

Limitation of liability

- (1) This section sets out the entire our financial liability (including any liability for the acts or omissions of our employees) to you and all members of your party in respect of: any representation, statement or act or omission (including negligence) arising under or in connection with your participation in the Trails Challenge Program.
- (2) Nothing shall limit or exclude our liability for: death or personal injury resulting from our negligence; or for any damage or liability incurred by you as a result of our fraud or fraudulent misrepresentation
- (3) We shall not be liable for: any special, indirect, or consequential losses, costs, damages, charges or expenses. Our total liability (including if we have been negligent or are in breach of our statutory duty), shall be limited to the price paid by you for the Trails Challenge Program.

For the purposes of this paragraph the terms: 'our' 'we' or 'us' shall be deemed to include us and our suppliers; and 'you' or 'your' shall be deemed to include you and those of your party.

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