

Tree Tops Trail

Terms and Conditions

1. General issues

- 1.1 These booking terms and conditions apply to the booking of the Tree tops Trail high ropes course at Heatherton Sports Park and any ancillary products.
- 1.2 Before confirming your booking it is your responsibility that both yourself and all members of your party acknowledge and agree the contents of the terms and conditions as they contain important information regarding the participation of activities.
- 1.3 Only by accepting these terms and conditions can participation commence, as no other terms and conditions shall be binding unless agreed in writing by Heatherton Sports Park.
- 1.4 Heatherton Sports Park accepts no liability for any typographical clerical or other error or omission in any booking confirmation or other documentation issued by Heatherton Sports Park (including any electronic documentation) and reserves the right to make any corrections necessary.
- 1.5 Heatherton Sports Park reserves the right to make changes to the activities to conform with any safety or statutory requirements, as they deem necessary.
- 1.6 It may be necessary to close The Tree Tops Trail at short notice during strong winds, lightning or exceptionally cold weather, in which case Heatherton Sports Park will reasonably endeavour to re-accommodate your group.

2 Booking

- 2.1 Booking shall only be deemed as accepted when received in writing by Heatherton Sports Park and accompanied by payment in full, (calculated by current rates at time of booking) and payable by debit or credit card either on line or by phoning our booking office.
- 2.2 Both yourself and each member of your party will be required to read and sign the disclaimer and risk acknowledgement before commencing any activities.
- 2.3 You must notify Heatherton Sports Park of any errors on your booking conformation as soon as possible.
- 2.4 Heatherton Sports Park shall use its reasonable endeavours to ensure that you and your party's booking commence on time. It

- is your responsibility to ensure that all members of your party arrive in sufficient time as late arrivals may not be permitted to undertake activities and no refunds or compensation will be payable in such circumstances.
- 2.5 No refunds or compensation will be payable by Heatherton Sports Park in the event that any participant is not permitted to or decides not to, undertake or complete the Tree Tops Trail for the reasons set out in these terms and conditions.

3 Participation

- 3.1 Heatherton Sports Park reserves the right to refuse admittance to the activities or to remove a participant from the activities should it be deemed necessary to do so, including but not limited to: participants not complying with safety instructions, being under the influence of drink or drugs or not acting in a responsible manner that may result in being disrespectful to other participants.
- 3.2 All participants will receive detailed safety training from an instructor prior to participation on the Tree Tops Trail, due to the nature of this activity there is an element of both physical and mental challenge involved and participation is not without risk as a fall would be fatal. Heatherton Sports Park encourages participants to view the Tree Tops Trail from the various public-viewing platforms before booking to ensure a greater understanding of the physical and mental challenges of the course.
- 3.3 After the initial safety briefing and completion of the training course, an instructor will not directly supervise participants.
- 3.4 Supervision of under 16's, ratios of adults to children. For participation on the junior course one adult may supervise a maximum of 6 children from ground level. On the adult courses one participating adult may supervise a maximum of two under 16 years olds. Adults supervising from the ground can supervise up to a maximum of four under 16's. Accompanying adults must be a minimum of 18 years old and sign a disclaimer and risk acknowledgement stating that he or she will accept responsibility for the safety of him or herself and for the supervision of children in his or her care.
- 3.5 We recommend participants with special needs have one participating adult to supervise, depending on the severity of the disability, this can be pre-assessed before/on the day.

- 3.6 Due to the physically demanding nature of the Tree Tops Trail activity all participants must be reasonably fit and healthy and ensure that they are able to meet with the agility and stamina requirements needed to complete the Tree Tops Trail. Whilst we are happy to advise on any concerns that you may have about your ability to participate in the activity our staff are not medically trained and Heatherton Sports Park recommend that customers with medical concerns such as but not limited to: back problems, heart conditions or pregnancy consult their doctor before booking. Participants will be required to certify that they do not suffer from any medical condition that would make it more likely that they would be involved in any accident that would result in injury to themselves or others. Heatherton Sports Park recommends that pregnant women do not participate due to the potential risk to themselves and their unborn child, pregnant women that still wish to participate will be required to sign the disclaimer confirming that they are aware that there are risks to themselves and their unborn child and that participation is at their own risk.
- 3.6 Due to the length of our zip lines and nature of the activity short- or long-sighted participants must ensure that they wear contact lenses or glasses that enable them to see 85m/95yards in order to safely participate or supervise under 16-year olds in their care.
- 3.7 All participants must fore fill the following requirements. All participants on the junior course must be a minimum of 1.1m tall and weigh less than 90kg. Participants on the adult courses must be a minimum of 1.4m and over 10 years old and 1.1m and 8yrs old for the Sky Tower. Participants must also be able to wear our harnesses and helmets. We use the Petzl GYM harness as these best suit the needs of our clients. The maximum waist size they can accommodate (measured at your belly button) is 101cm/39,8inches and maximum thigh diameter is 67cm 26,4 inches. Our Elios helmets are able to fit heads with circumferences (measured around your forehead) between 48cm/18,9inch and 61cm/24inch
- 3.8 All participants are required to wear the safety equipment provided by Heatherton Sports Park and fitted by an instructor whilst on the Tree Tops Trail and use the equipment in the manner that they are instructed to during their safety training. Due to the fitting requirements of the safety equipment it may be necessary for participants with a larger or smaller frame to wear a full body or additional chest harness.
- 3.9 Upon completion of activities at The Tree Tops Trail it is the

participants responsibility to return all safety equipment to the Tree Tops Trail booking office and ensure it is logged in by a member of staff, failure to do so will incur a £100 payment per set of non returned equipment.

4. Clothing

- 4.1 Heatherton Sports Park will not be responsible for any damage to or loss of clothing or other personal possessions resulting from participation in activities.
- 4.2 Heatherton Sports Park will provide the necessary safety equipment to participate in all activities on the Tree Tops Trail. However it is the participants' responsibility to ensure that they are wearing suitable clothing appropriate for the weather conditions that they do not mind getting damaged. Open toed or slip off shoes are unsuitable, firmly attached footwear (ideally with some ankle support) must be worn during participation of activities.
- 4.3 Long hair must be tied back and for comfort your waist covered with any piercing removed or taped over.
- 4.4 Rings must be removed where possible. If impossible to take rings off, you will be asked to tape over them to avoid injury to yourself and other participants.
- 4.5 All valuables must be removed from pockets, and can be kept in storage boxes in the tree tops lodge.
- 4.6 Action cameras are not to be worn on the head, but can be worn via the chest and wrist mounts.

5. Cancellation

- 5.1 Cancellations received by Heatherton Sports Park at least 48hours before the booked start time shall be entitled to a full refund. Any request for cancellation must be made by telephone.
- 5.2 Heatherton Sports Park shall be entitled to cancel your booking at any time, in the event that Heatherton Sports park decides to cancel your booking it shall use its reasonable endeavours to notify you as soon as possible. You shall be entitled to a full refund in the event of cancellation under this clause but no other compensation shall be payable.
- 5.3 In the event that it proves necessary to close the Tree Tops Trail for any reason beyond the control of Heatherton Sports Park and in circumstances where you have commenced participation in

activities, you shall not be entitled to any refund (in part or whole).

- 5.4 Payment made by credit or debit card will be refunded to the same card or if this is not possible by cheque

6 Liabilities

- 6.1 Except as otherwise provided in these booking terms and conditions Heatherton Sports Park shall not be responsible for the loss, or damage, of or to any property or to any person arising from the booking of or participation in the activities.
- 6.2 Parking facilities are available on site and vehicles are left at the owner's risk.
- 6.3 Except as otherwise provided in these booking terms and conditions any liability of Heatherton Sports Park shall be limited to the refund of any charges paid to Heatherton Sports Park.
- 6.4 Nothing contained in these booking terms and conditions is intended to nor shall limit the liability of Heatherton Sports Park in respect of death or personal injury caused by the negligence of Heatherton Sports Park or of its employees, agents or contractors.

7. Miscellaneous

- 7.1 If any of these terms are determined to be illegal, invalid or otherwise unenforceable it shall be severed and deleted from these terms and conditions and the remaining terms shall survive, remain in full force and continue to be binding and enforceable.
- 7.2 Nothing shall confer on any third party any benefit or the right to enforce any of these booking terms and conditions.
- 7.3 These booking terms and conditions shall be governed by and interpreted in accordance with the laws of England and Wales and Heatherton Sports Park and you submit to the exclusive jurisdiction of the courts of England and Wales.