

## TERMS AND CONDITIONS

### PLEASE READ THESE TERMS AND CONDITIONS IN ADVANCE OF BOOKING.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these Terms and Conditions to make sure that you are satisfied with the contents prior to making a booking with us.

#### 1. APPLICATION

- 1.1. These Terms and Conditions will apply to the purchase of the services and goods by you (the **Customer** or **you**). We (the **Supplier, us** or **we**) are Wild Intrigue CIC a Community Interest Company registered in England and Wales under number 13256408 whose registered office is at Clavering House, Clavering Place, Newcastle-upon-Tyne, Tyne and Wear, NE1 3NG, with email address [info@wildintrigue.co.uk](mailto:info@wildintrigue.co.uk).
- 1.2. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Services from our Website if you are eligible to enter into a contract and are at least 18 years old.
- 1.3. Wild Intrigue CIC reserves the right to revise these Terms and Conditions at any time by updating this page. It is your responsibility to review and understand the Terms and Conditions prior to booking a Service.

#### 2. SERVICES

- 2.1. Services herein refer to wildlife experiences (Mini Expeds, Safaris and Tours) and wildlife photography hides sold and operated by Wild Intrigue CIC. The description of Services is as set out on our Website, and any other form of advertisement created by Wild Intrigue.
- 2.2. In the case of exclusive Services made to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
- 2.3. All Services which appear on our website are subject to availability. The availability (i.e. remaining tickets) of each service is made accessible and visible on our website; we make every effort to ensure information on this website is accurate at the time of publishing however the content is not guaranteed.

- 2.4. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.
- 2.5. Part of the information about our Services on this website contains details submitted to Wild Intrigue CIC by third parties (e.g. by Service host sites). Third parties are responsible for ensuring that the information they supply is accurate and complies with any relevant regulations. The contract for any relevant Service is between you and the Supplier. You can request the terms and conditions of individual suppliers by contacting them directly. With regards to any services supplied by organisations external to Wild Intrigue CIC, we will have no liability.

### **3. PRIVACY AND PERSONAL INFORMATION**

- 3.1. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.
- 3.2. The Terms and Conditions should be read alongside our Privacy Policy. We retain and use all information strictly under the Privacy Policy.
- 3.3. For the purposes of these Terms and Conditions:
  - a. 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to GDPR.
  - b. 'GDPR' means the UK General Data Protection Regulation.
  - c. 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as GDPR.
- 3.4. We are a Data Controller of the Personal Data we Process in providing the Services to you.
- 3.5. Where you supply Personal Data to us we can provide Services to you, and we Process that Personal Data in the course of providing the Service to you, we will comply with our obligations imposed by Data Protection Laws:
  - a. Before or at the time of collecting Personal Data, we will identify the purposes for which information is being collecting;
  - b. We will only process Personal Data for the purposes identified;
  - c. We will respect your rights in relation to your Personal Data; and
  - d. We will implement technical and organisational measures to ensure your Personal Data is secure.
- 3.6. For any enquiries or complaints regarding data privacy, you can email: [info@wildintrigue.co.uk](mailto:info@wildintrigue.co.uk)
- 3.7. We will contact you by email in reference to Services you book. We may also contact you by phone and/ or text message if we urgently need to inform you about a change to the Service you have booked (e.g. in the event of cancellation).

#### **4. BASIS OF SALE**

- 4.1. The description of the Services and any Goods in our website does not constitute a contractual offer to sell the Services or Goods.
- 4.2. The process of ordering our Services is set out on the Website. Please ensure all details are correct before submitting an Order as we will use the contact details provided by you to share important information about the Services you have booked. It is your responsibility to check that you have used the ordering process correctly.
- 4.3. Once you have booked a Service, you will receive an Order Confirmation via email within a reasonable time (within 48 hours). This constitutes as the formation of a Contract by which you agree to these Terms and Conditions. You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of your Order by means of email with all information in it.
- 4.4. No variation of the Contract, whether about the description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by Wild Intrigue CIC and the Customer.

#### **5. PAYMENTS AND BOOKINGS**

- 5.1. Full payment is required for all Services upon booking/ ordering, unless otherwise stated on the Service web page or agreed in writing between Wild Intrigue CIC and the Customer.
- 5.2. Payment for Services must be made with your Order by submitting your credit or debit card details or by using other electronic payment means supported by this website. It is your responsibility that payment details are correct and that you have sufficient funds available to cover the cost of the Service. Payment will be taken immediately, or otherwise before the delivery of Services. If payment fails, your booking onto the Service will not be made.
- 5.3. If you prefer to place your order by phone, we will take all necessary personal contact details from you at the time of the phone-call to send you a secure Stripe payment link by means of email. We are unable to take card payments over the phone. Your booking will then be confirmed by Wild Intrigue CIC and you will received a Booking Confirmation via email.
- 5.4. For security reasons we strongly advise, and prefer, that you do not send your card payments to us by email. Wild Intrigue CIC cannot be held responsible if a

third party obtains your credit card details or any other personal information by hacking your email account.

5.6. No cash payments should be sent to us by post.

5.7. If there are any changes to your details that may affect your booking or order it is your responsibility to inform Wild Intrigue CIC by contacting us at [info@wildintrigue.co.uk](mailto:info@wildintrigue.co.uk).

## **6. REFUNDS AND CANCELLATIONS**

### **6.1. Cancellation by Wild Intrigue CIC**

6.1.a. In the event that a Service is cancelled by Wild Intrigue CIC, a full refund of monies paid for the Service will be made. If the Customer would prefer, a Wild Intrigue Gift Card for the same value can be claimed in their name, or the Customer will have the option to transfer onto another date (subject to availability). Please note that we hold no further responsibility or liability for any consequential costs you may incur from arrangements you have made with third parties.

### **6.2. Changes by Wild Intrigue CIC**

6.2.a. We plan and promote our Services many months in advance. On rare occasions, both before and after bookings have been confirmed, we may have to make changes to the Service details. This is due to uncontrollable factors such as local weather and third party involvement (e.g. host sites). We always endeavour to avoid changes, but should they be necessary, the Customer will receive prompt notification.

6.2.b. In the event of severe weather conditions which we consider will seriously affect the quality of the Service, or the wellbeing and safety of attendees, we reserve the right to postpone or cancel. In this case the Customer will be offered a transfer at no additional cost, a Gift Card of the same value, or a full refund.

6.2.b. No liability beyond offering the above-mentioned options can be accepted where we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control. No compensation is payable and the above options will not be available if we cancel as a result of your failure to comply with any requirements in our Terms and Conditions (e.g. not paying in advance of delivery of the Service).

### **6.3. Cancellation, Changes and Refund Requests by the Customer**

6.3.a You may cancel your Booking with us at any stage. However any refund due to you will only be applicable in the following instance:

- A cancellation and refund request which is received within 7 days of the Contract coming into existence (i.e. upon your booking being made) shall be entitled to a full refund.

You will not be entitled to a refund, transfer or Gift Card beyond this 7-day period.

6.3.b. We endeavour to ensure that you encounter the wildlife species as listed in our Services. However due to the uncontrollable nature of wild animals, it may transpire that the species listed on the Service you booked onto are not observed during delivery of the Service. In such rare instances, you will not be entitled to a refund.

6.3.c. Any refunds will be made to the same card and account through which the Booking was made.

6.4.c. You may request to transfer your booking onto another available date within 7 days of the Contract coming into existence. You will not be entitled to a transfer beyond this 7-day period. You will be required to pay any additional monies if necessary (i.e. if the transferred ticket type is of higher value), and will only be permitted to transfer once.

## **7. Force Majeure**

7.1. Except where otherwise expressly stated in these Terms and Conditions, we regret that we cannot accept liability, nor pay any compensation or refunds, where the performance or prompt performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage or loss from, force majeure. In these Terms and Conditions, 'force majeure' means any event which we or the supplier of the Service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, global or national pandemic and all similar events outside our control.

## **8. Global or National Pandemic**

8.1. In the case of a global or national pandemic there will be no refunds issued for postponement of any of our Services. A Gift Card for the full value of the Service will be issued and valid for a minimum of 18 months.

## **9. ACCESSIBILITY**

9.1. If you or any member in your party has any medical problems or disabilities which may affect your ability to participate in an experience (e.g. heart condition, asthma, epilepsy etc.) please tell us before you confirm your Booking so that we can advise as to the suitability of your chosen Service. You must give us full details in writing at the time of booking. If we feel reasonably unable to properly

accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if the full details are not provided at the time of booking, cancel when we become aware of the details. This is to ensure the safety and wellbeing of the Customer, other attendees, and Wild Intrigue CIC guides.

## **10. BEHAVIOUR**

**10.1.** We expect all our Customers (i.e. experience attendees and wildlife photography hide users) to have consideration for people and wildlife. We request that all Customers adhere to the points below:

- a. By booking a Service with us you are agreeing to displaying appropriate and respectful behaviour toward other attendees and Wild Intrigue CIC staff, as well as any third party staff and managers, and visitors of third party establishments. If in our reasonable opinion, or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any person (or wild animal), we are entitled to dismiss you/ the person(s) from the experience or wildlife hide. No refunds will be made and we will not pay expenses or costs incurred as a result of termination.
- b. You accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss to Wild Intrigue CIC equipment must be paid in full within 30 days. Any damage or loss caused by the Customer to third party equipment or premises must be paid directly to the owner; this will not be the responsibility of Wild Intrigue CIC. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the third party's full legal costs).
- c. We insist that smokers refrain from smoking and/ or vaping in the proximity of all other group members, and while watching wildlife, at all times. Smoking and/ or vaping is not permitted in any Wild Intrigue (Wild Hides) wildlife photography hide.

## **11. GIFT CARDS**

**11.1.** Wild Intrigue Gift Cards are valid for a full 18 months from the date detailed on the Gift Card. It is the responsibility of the Gift Card recipient to ensure that the Gift Card is redeemed within the stated validity period, and to understand that most Wild Intrigue Services are seasonal and do not operate throughout the full year.

**11.2.** For the most recent information of which Wild Intrigue Services can be redeemed using Gift Cards, visit the Gift Card on this website. Please note that any experiences hosted in partnership with Landal Kielder Waterside (including Kielder Wildlife Safaris, Kielder Nature Rangers, Osprey Watching Cruises and Kielder Bat Safaris) cannot be redeemed with Wild Intrigue Gift Cards.