



Simply Cheshire

These Terms and Conditions constitute a formal agreement between us and our Customer (this being the person(s) who uses our products and/or services). We and our Customer(s) accept and agree to be legally bound by these Terms & Conditions. A credit or debit card guarantee, full or part payment and acceptance of such by us for you to use our products and/or services signifies an understanding and acceptance of these Terms & Conditions.

Reservations

Advance reservations and/or ticket purchase is recommended to prevent disappointment. Such reservations can be made through this website.

Booking Guarantee

Your credit or debit card details will be requested to purchase your ticket(s). If booking online, your credit or debit card details will be requested to complete your purchase and a "print-at-home" ticket will be generated. Full payment, as itemised, shall be debited and your account statement will identify the transaction as "Simply Cheshire".

If booking by any means other than online, your credit or debit card details may be requested to complete and/or guarantee your reservation.

If booking through an approved representative, payment will be taken in accordance with their own terms and conditions of ticket sales. Your reservation is duly guaranteed by the issuing of a payment receipt or tour ticket(s).

Where payment has not been completed, we may, at their discretion, provisionally reserve your ticket(s) but reserve the right to re-allocate them should another client request and secure them by payment. In this case, you shall be duly notified and given the chance to complete your payment.

Cancellation by the Customer

We regret that our cancellation policy does not permit the cancelation of ticket(s). Your statutory rights are not affected.

Cancellation by Us

Where we cancel, for whatever reason, and an alternative cannot be offered or taken, a refund in full (if applicable) shall be made within ten (10) working days of such a cancellation being confirmed.

Compensation will not be payable and no liability will be taken where we are forced to cancel as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care. No compensation will be payable if we cancel as a result of your failure to comply with these terms. No additional compensation, consequential losses, additional travelling costs or other such claim shall be accepted in such an unfortunate event.

Booking Amendments

Wherever possible, a booking amendment shall be accommodated without charge or penalty if requested fourteen (14) days or more prior to the event date. An administration charge of 10% of the net booking value shall be payable for all amendments made less than fourteen (14) days prior to the event date if such an amendment is possible.

Where an amendment cannot be made and the original booking cannot be fulfilled, then the Cancellation Policy detailed above shall be applicable.

Prices Quoted

Prices quoted shall be current at the time of booking, acceptance and acknowledgment. The price agreed shall not be subject to any change unless forced due to circumstances beyond our control. Such circumstances shall include civil riot, region or National emergency, war, route closure, severe weather conditions, etc. Where such a price amendment is necessary, you will be notified in writing no less than twenty-eight (28) days prior to your event date. Should a price amendment be unacceptable, the booking may be cancelled in accordance with our Cancellation Policy above but without penalty or administration charge if confirmed as cancelled fourteen (14) days or more prior to the event date.

Price Inclusions

Your ticket price shall include goods and/or services as indicated, statutory insurance, and anything specifically mentioned as "included".

Price Exclusions

Your ticket price shall exclude personal insurance, snacks, lunch, beverages, optional activities, gratuities and any other items not specifically mentioned as being included.

Concession Requirements

As a general rule, bookings will be accepted at face value at the time of booking. However, at our discretion, proof of any concession entitlement claimed may be requested at any time during fulfilment of the booking. Such proof shall include any legal document that contains a recognisable photograph and date of birth. Failure to produce such evidence upon request may result in the concession being withdrawn and payment being requested amounting to the difference between what has already been paid and the full published price.

Attractions, Highlights & 3rd Parties

Attractions, highlights and 3rd parties experienced during fulfilment may have specific reservation rules, payment procedures, health & safety rules and terms & conditions which shall be applicable in full in conjunction with these terms & conditions.

As in any product and service of this type, you are entirely responsible at all times for your own safety and for that of others. Going off any unmarked pathways, through closed gates, barriers or otherwise is done so entirely at your own risk and no responsibility can, or shall, be taken in such an instance. If in doubt, please ask.

Children

Children under the age of fourteen (14) shall be accompanied by an adult at all times. Full responsibility for children remains with the accompanying adult, including general behavioural control so as not to disturb the others.

Special Needs

Please contact us to discuss specifically your needs if you are disabled or a special need client requiring a wheelchair or other such mobility assistance and/or special assistance. It is our intention to operate access-for-all and we will make every effort to accommodate special needs accordingly. We reserve the right to require persons who are unable to move independently to be accompanied by a companion who is able to provide any necessary assistance and take full responsibility accordingly.

Animals / Pets

Animals and pets shall not be permitted with the exception of a registered and documented guide dog in accompaniment of a visually impaired person or guide dog puppy in training wearing full livery of the guide dog organisation. Full responsibility for such an animal remains with the accompanying person, including feeding, hygiene and general control so as not to disturb the other visitors.

Comfort

For the comfort and safety of all, alcohol, & tobacco is strictly prohibited at all times other than in designated areas. Alcoholic beverages can only be purchased on-site and not brought through the ticket entrances in either direction. Non-prescribed drugs are strictly prohibited and we operate a zero-tolerance policy that will involve the police without hesitation.

Insurance

We operate within UK laws that include compulsory and statutory insurance against accident and third party liability. Personal insurance against injury, item theft, loss, or any other such event is not included and it is highly recommended that you take out your own Travel Insurance in good standard travel procedures.

Overall Enjoyment

We will not accept responsibility for your overall enjoyment. Whilst every effort will be made to maximise your pleasure and experience, it is accepted that every person's preference and tastes are unique and it would be impossible to satisfy all of our customers all of the time. However, we recognise that our own success is dependent on word of mouth referral and prioritises customer satisfaction accordingly.

Liability

In so far as our duties extend in providing a professional, safe and fit-for-purpose product, we, our staff and our agents shall not be liable for any injury, loss, expense, damage, accident, delay, irregularity, stranded individual, personal negligence, weather, quarantines, sickness, disease, act of God, Government restriction, legal regulation or otherwise which are adjudged to be out of our control.

We, our staff and our agents shall not be liable for any injury, loss, expense, damage, accident, delay, irregularity, stranded individual, personal negligence, weather, quarantines, sickness, disease, act of God, Government restriction, legal regulation or otherwise for any individual or company furnishing sub-contract services, transportation, attractions, accommodation or any other product or service in connection with a our goods and/or supplies.

It is clearly stated, understood and agreed that, to the fullest extent to which liability may be excluded or avoided, We will have no liability, whether in contract or otherwise, for any losses, costs or damages, and in no event will be liable for any direct, indirect, incidental, special, punitive, expectancy or consequential damages, even if they are foreseen or foreseeable, arising or resulting from, or related to, our services and products.

In all cases, the maximum liability payable shall not exceed the total fee collected for the provision of the goods and/or services provided.

Warranty

We provide our service strictly on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose. Your UK statutory rights are unaffected by our Warranty terms.

We are not responsible for, provide no representations to, warranties or guarantees with respect to, and will not be held liable in any way for any content, information, services or material on any third party supplier, including, without limitation, any third party recommended, named or utilised by us.

It is clearly stated, understood and agreed that, to the fullest extent to which warranty may be excluded or avoided, the maximum warranty payable shall not exceed the fee collected for the provision of the goods and/or services provided.

Reserved Rights

The right is reserved to make operational changes at any time, whether to the goods, services, itinerary or otherwise, with or without notice, which is considered necessary prior to the event.

The right is reserved to cancel any booking at any time, should conditions or circumstances necessitate, offering substitutes of equal value or a full refund without administration charge or penalty as detailed under our Cancellation clause above. If circumstances warrant such action a full and documented reason shall be provided.

The right is reserved to require persons who are unable to move independently to be accompanied by an adult companion who is able to provide all necessary assistance and take full responsibility accordingly.

The right is reserved to decline to accept, or retain, any person at the discretion of the management. If circumstances warrant such action a full and documented reason shall be provided and an equitable cash amount without penalty or administration charge shall be refunded in accordance with our Cancellation clause above. In such an instance, it shall be client's sole responsibility to travel further. No compensation, consequential losses, additional travelling costs or other such claim shall be accepted in such an unfortunate event.

Reasons for such action shall include, but not be limited to:

Violent, racist, verbal abuse or other such unacceptable behaviour.

Failure to comply with the laws of the United Kingdom.

Drunk and disorderly behaviour.

Misuse of un-prescribed drugs.

Refusal or failure to comply with health & safety issues.

Refusal or failure to provide suitable evidence of entitlement to partake in a tour.

Refusal or failure to pay the correct fee for taking a tour.

Any other behaviour deemed disruptive, dangerous or insulting to other passengers.

The right is reserved to re-allocate an unsecured booking at any time.

The right is reserved to make alterations or changes to these Terms & Conditions at any time, ensuring that customers with existing bookings receive the latest copy prior to taking their booking. Should the revised Terms & Conditions be unacceptable to a pre-booked customer, the booking may be cancelled without penalty or administration charge as detailed under our Cancellation clause.

Force Majeure

Except where otherwise expressly stated in these conditions, we cannot, and will not accept liability or pay compensation where the performance or prompt performance of our contractual obligations is prevented or affected

by, or you otherwise suffer any damage or loss, as a result of "force majeure". For the elimination of doubt, in these conditions, "force majeure" means any event which we, or our sub-contractors, could not, even with all due care, foresee or avoid. Such events include, but are not limited to, war, threat of war, riot, civil strife, terrorism, industrial disputes, natural disaster, adverse weather, fire, etc.

Complaints & Disputes

Any disputes or complaints must be brought to our attention in writing no longer than twenty-one (21) days from the origin such. We shall then be granted an additional sixty (60) days to investigate and resolve such a dispute or complaint without involving third parties or outside solicitors, litigation or counsel.

In the event of a complaint or dispute not being satisfactorily resolved, both parties irrevocably agree that the dispute will be settled and determined by final and binding arbitration pursuant to the United Kingdom and that such arbitration will be conducted in accordance with the Rules and Procedures in current effect under English law.