

# **Thames Explorer Trust – Footsteps of Mudlarks Tour – Terms and Conditions**

The Footsteps of Mudlark Tours are run by Thames Explorer Trust, a registered charity with charity number 1010903. References to “we” and “us” in these terms and conditions are references to Thames Explorer Trust.

By signing up to go on a mudlark tour, you are agreeing to these terms and conditions.

## **1 Sign up**

- 1.1 To sign up to go on a mudlark tour, you must complete either the paper booking form or the online Eventbrite form fully and accurately and you must book your date and timeslot with us. **Alan Jarvis has done that on behalf of the LIRC.**
- 1.2 By purchasing the tickets, you are confirming that you have read and agreed to abide by these terms and conditions.
- 1.3 Your place on a tour will only be confirmed once you have agreed to these terms and conditions, paid and received a confirmation email from us confirming the time and date of the tour.
- 1.4 If you are booking and paying on behalf of any other person, you are also confirming that they have read and will abide by these terms and conditions. By participating in the mudlark tour, all other participants are indicating their agreement to these terms and conditions.

## **2 The tour**

- 2.1 We will provide you with a guide who will accompany you for 2 hours exploration on the river foreshore.

## **3 Fitness to take attend the tour & health and safety**

- 3.1 You must ensure that the booking form is completed fully on behalf of yourself and any other attendees that you are completing the form for, including in relation to any medical conditions, special needs or mobility issues affecting attendees which could impact on the tour.
- 3.2 If you provide any details of medical conditions, special needs or mobility issues, we will contact you to discuss how we will deliver the tour, to see how we can help to make the tour safe for you, if possible.
- 3.3 Notwithstanding clause 3.2, by agreeing to come on the tour, you acknowledge the physical demands of taking part in a tour and confirm that you are aware of the physical and medical risks involved. The ground at the foreshore can be loose, uneven and slippery. Tours take place in all weather conditions. We can provide you with more information about the tour and the physical demands if this is helpful. Anyone unsure of their physical ability to take part in the tour must seek medical advice from their General Practitioner prior to the tour.
- 3.4 All attendees must ensure that they are sufficiently fit and healthy to come on the tour and must ensure that they have proper clothing, footwear and equipment on the day of the tour.

- 3.5 We cannot accommodate groups of more than 30 people. We may specify a lower number than this at any time, at our discretion, for example if we needed to limit numbers to ensure the safety of attendees with special needs.
- 3.6 Infants and children under 5 are not permitted to attend tours for safety reasons.
- 3.7 You are responsible for the safety and conduct of all children on the tour. To try and ensure that this is manageable on every tour, please do not bring more than three children per adult to supervise them.
- 3.8 You must comply with and ensure that any children or other persons you are responsible for comply with any and all reasonable instructions that we may provide to you from time to time – whether in advance of or during a tour.
- 3.9 Whilst we will use our reasonable endeavours to accommodate any special requirements, we reserve the right to refuse a booking if we are unable to accommodate the particular needs of the person(s) concerned or we have a residual concern relating to the health and safety of anyone on the tour arising out of a person's attendance.
- 3.10 If we have a health and safety concern during the tour, whether arising out of your conduct or otherwise, we reserve the right to require you and anyone in your party to leave the tour. Refunds will not be provided in these circumstances.

#### **4 Artefacts & conduct**

- 4.1 You must not take artefacts away from the foreshore – this is as per the Port of London Authority's rules. You may take photographs of artefacts.
- 4.2 You must not engage in any form of digging or scraping on the foreshore. There are a great many surface artefacts to discover.
- 4.3 You must conduct yourself reasonably and politely when on the tour and in accordance with any reasonable instructions we give. If you do not, we reserve the right to require you and anyone in your party to leave the tour. Refunds will not be provided in these circumstances.

#### **5 Complaints**

- 5.1 If you have a complaint relating to a tour, please contact the Trust Director by emailing [simon@thames-explorer.org.uk](mailto:simon@thames-explorer.org.uk) and provide details. We will use our reasonable endeavours to respond to you and resolve the situation.

#### **6 Cancellation**

- 6.1 If you wish to cancel yours or your party's attendance on a tour, you must inform us at least 2 weeks in advance by emailing [info@thames-explorer.org.uk](mailto:info@thames-explorer.org.uk). If more than 2 weeks' notice is given we will provide you with a refund or an alternative date for the tour, depending on your preference. If less than 2 weeks' notice is given, no refund shall be due.
- 6.2 If we have to cancel a tour, we shall provide you with as much notice as we reasonably can and we will provide you with a full refund or an alternative date for a tour, at your option.

## 7 Liability

- 7.1 Attendance on a tour is at your own risk.
- 7.2 We only provide our tours for personal, private enjoyment and not for business or commercial use. We shall not be liable for any business losses suffered by you, including but not limited to loss of profit, loss of business or loss of business opportunity.
- 7.3 You warrant that you are solely responsible for your actions and the actions of persons under your care on the tour. Subject to clause 7.5, we shall not be responsible or liable for any injury or illness or loss or damage to property suffered by you or a person under your care as a result of your participation on a tour.
- 7.4 Subject to clause 7.5, you agree to hold harmless, indemnify and reimburse us for any liability, costs, damages or expenses (including legal and professional fees) incurred by us in connection with any accident, loss, damage or injury arising out of your attendance on the tour.
- 7.5 Nothing in these terms excludes our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

## 8 Force majeure

- 8.1 **Force Majeure Event** means any circumstance not within our reasonable control, including, without limitation, natural disasters, extreme weather conditions, epidemics or pandemics, terrorist attacks or any law or any action taken by a government or public authority.
- 8.2 Provided that we have complied with clause 8.3, if we are hindered or delayed in or from performing any of our obligations under these terms and conditions or in relation to the tour in any way, we shall not be in breach of these terms and conditions or otherwise liable for any such failure or delay in the performance of such obligations
- 8.3 We shall:
  - 8.3.1 as soon as reasonably practicable after the start of the Force Majeure Event, notify you of the event, its likely potential duration and the effect it will have on our ability to provide the tour; and
  - 8.3.2 use reasonable endeavours to mitigate the effect of the event on the tour.
- 8.4 If the Force Majeure Event prevents or hinders the performance of the tour on the planned date we may terminate this agreement on notice. In these circumstances, we will provide you with a full refund or an alternative date for the tour.

## 9 General

- 9.1 When you complete the booking form and buy a ticket you will need to provide us with certain personal details to enable us to process your request and, if applicable, deliver the tour to you in due course. We will collect, hold and use your personal data in accordance with data protection law and our [privacy policy](#).

- 9.2 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 9.3 No failure or delay by us to exercise our rights under these terms and conditions mean that we have waived such rights, and waiver by us of a breach of any provision of these terms and conditions means that we will waive any subsequent breach of the same or any other provision.
- 9.4 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.