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Our terms

1. These terms were updated in March 2022.

- 1.1 What these terms cover.** These are the terms and conditions on which we agree to supply our service of “Adventure day(s)”.
- 1.2 Why you should read them.** Please read these terms carefully before you submit your Request to us. These terms tell you who we are, how we will provide our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss this further.

2. Information about us and how to contact us

- 2.1 Who we are.** We are The Tween Tribe Ltd, a company registered in England and Wales operating under the trading name of The Tween Tribe. Our company registration number is 13890211 and our registered office is at Kemp House, 160 City Road, London, United Kingdom, EC1V 2NX. See more information about us in [About Us.](#)
- 2.2 The Tween Tribe team members are committed to safeguarding your Tween.** Where applicable, our team members are DBS compliant.
- 2.3 We provide adventure days for “Tweens”.** A Tween is typically a child aged from 11 to 13 years old subject to clause 8 (Tweens).
- 2.4 How to contact us.** You can contact us by telephoning or messaging our customer service team via WhatsApp Messenger (should you choose to opt in) on 07552671333 or by writing to us at hello@thetweentribe.co.uk.
- 2.5 How we may contact you.** If we have to contact you we will do so by telephone, via WhatsApp Messenger (should you choose to opt in) or by writing to you at the email address or postal address you provided to us in your Request.
- 2.6 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Interpretation

- 3.1 For the avoidance of doubt; the following definitions should be used to read the terms and conditions.**

- 3.2 Adventure day.** The service of providing various activity based days for your “Tween” (as defined in clause 3.5), subject to the website’s specifications of such days and availability.
- 3.3 Program.** The list of activities that are scheduled to take place within an Adventure day, which are accessible on the web page for that particular activity day.
- 3.4 Request.** A request for your child to join one or more of our Adventure day(s) through the contact form section of the website.
- 3.5 Tween.** A young person aged between 11 and 13 years of age and subject to the conditions within clause 8 (Tweens).
- 3.6 Working day(s).** A day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

4. Our contract with you

- 4.1 How we will accept your Request.** Our acceptance of your Request will take place when we email you a “confirmation email” to accept it, at which point a contract will come into existence between you and us. Any website navigation alluring to “Submit” or “Book Now” or wording of this effect whilst making your payment on the website, should be construed as an invitation to tender.
- 4.2 If we cannot accept your Request and you are yet to pay.** If we are unable to accept your Request, we will inform you of this in writing and will not charge you for the service. This might be because of unexpected limits on our resources which we could not reasonably plan for, or other factors that are beyond our reasonable control.
- 4.3 If we cannot accept your Request and you have already payed.** If we are unable to accept your Request, we will inform you of this in writing and refund or rebook your Request. This might be because of unexpected limits on our resources which we could not reasonably plan for, an Adventure day reaching full capacity or other factors that are beyond our reasonable control.
- 4.4 We only supply our service to the UK.** Our website is solely for the promotion of our services in the UK.

5. Your rights to make changes to your requested Adventure day.

- 5.1** If you wish to make a change to the Adventure day you have requested or purchased, please contact us via message or phone call on 07552671333 or email us using the email address: hello@thetweentribe.co.uk with time of the essence.

- 5.2 If the change is within 10 Working Days of your booking or earlier.** We will change the date free of charge.
- 5.3 If the change is within 5 Working Days of your booking.** We will charge £5 per Tween, per booking as an administration charge. The change in dates will not be administered until the charge has been paid.
- 5.4 All changes on Adventure days are subject to availability.** The Tween Tribe will make every effort to accommodate your change in booking to another Adventure day of your choice. However, where this is not possible due to overbooking or other factors beyond our control, you will be issued with a credit note to be used within a year of your amended booking.
- 5.5 If the change is not within 5 Working Days of your booking.** We will be unable to process a refund as it does not leave us enough time to organise a replacement for your Tween on that date.
- 5.6 If your change is due to sickness.** Please see our Health policy.

6. Our rights to make changes to the Adventure days and/or the Program

6.1 Minor changes to the Program of an Adventure day.

We may change the service:

- (a) to reflect changes in relevant laws and regulatory requirements;
- (b) to accommodate unsuitable weather conditions;
- (c) to accommodate failures in equipment;
- (d) to accommodate failures of third-parties;
- (e) to address operational or staffing issues;
- (f) to accommodate train delays and transport issues which may affect the proposed schedule of activities as well as timings on the day; and
- (g) any other factors that are beyond our reasonable control.

6.2 More significant changes the Adventure day(s). We reserve the right to make more significant changes such as;

- (a) The timings/schedule of the Adventure days; and
- (b) The venue's and locations in which that the Adventure days are held.

- 6.3** If we make significant changes to your Adventure day we will use our reasonable endeavours and the information supplied by yourself in the “Make a date” form, to contact you as soon as possible.
- 6.4** The Tween Tribe will not be held responsible where you have not been notified of a change due to an error or omission in the information given to us by you.
- 6.5** If we have made a significant change to an Adventure day you have booked, and you are unable to attend the amended date and/or venue. We may, at our discretion offer you an alternative date to an alternative Adventure day or credit note.
- 6.6** The Tween Tribe will under no circumstance refund or compensate a customer for a change (significant or minor) to their Adventure day.

7. Cancellation of an Adventure day

- 7.1** If an Adventure day is cancelled by you. You will in the first instance, be given an alternative date (subject to the conditions in clause 5). Providing that the Request to cancel is 10 Working Days before the Adventure day, we will issue you a full refund subject to a £5 deduction in administration fees.
- 7.2** **If an Adventure day is cancelled by us.** We will give you an alternative date to rebook the Adventure Day or, if this alternative date is unsuitable we will issue a full refund to your nominated bank account.

8. Tweens

- 8.1** **The Tween Tribe is a service exclusively for young people who are 11 to 13 years old.** We may, at our discretion allow children of other age groups to join an Adventure day. Please contact us to enquire further: hello@thetweentribe.co.uk
- 8.2** **You remain responsible for ensuring that the Adventure day is suitable for your child.** By purchasing an Adventure day and accepting these terms, you are confirming that your Tween is of adequate health, fitness and ability to partake in your selected Adventure day. Please read the enclosed Adventure day Program to see if the itinerary is suitable for the physical and mental needs of your Tween as The Tween Tribe will not accept any loss or liability for this.
- 8.3** **Tweens must have the ability to understand English.** In keeping Tween’s safe and free from risk during Adventure days, we must ensure that they are able to understand simple English so that they are able to communicate effectively and follow instructions.
- 8.4** **If you are unsure if your Tween meets the eligibility criteria please contact us before booking.** If you are unsure about your Tween meeting the criteria, please look at

the Adventure day itinerary to deduce if the activities are suitable for their fitness and ability level. If you are still unsure, please contact us on hello@thetweentribe.co.uk.

- 8.5 The Tween Tribe will not be held responsible for any error or omission on your part in assessing if your Tween is suitable for our Adventure Days.** For the avoidance of doubt, we will not issue a refund on this basis alone.

9. Acceptable behaviour policy for Tweens on Adventure days

- 9.1 The Tween Tribe operates a zero tolerance policy for bullying, discrimination, antisocial and aggressive behaviour.** By accepting these terms you warrant your understanding that any Tweens', who, in our reasonable belief are in violation of these may be expelled from the program immediately or excluded from booking future Adventure days. This is inclusive of, but not limited to:

- (a) Leaving the group without permission.
- (b) Not abiding to travel instructions.
- (c) Disobeying the direct instructors of Tween Tribe team members.
- (d) Inappropriate use of mobile phones.
- (e) Any activities considered to be illegal.
- (f) Using offensive, racially motivated, or otherwise antisocial or aggressive language towards another Tween or Tween Tribe team members.
- (g) Injuring or threatening to injure other Tweens or Tween Tribe team members.
- (h) Any behaviour which would have an adverse effect on the enjoyment of the group.

- 9.2 If a Tween is removed from the group you will not be issued a refund.** You will not be issued a refund if a Tween is removed from the group as our service is already deemed to have been delivered.

- 9.3 Any costs associated with excluding an expelled Tween will be borne by you.** This is inclusive of travel costs and any other expenses we could have reasonably incurred in ensuring your Tween is returned to you safely, please see sections 19.4 and 19.5 for further details.

10. Health Policy

- 10.1** In the interest of maintaining a healthy and safe environment for all Tweens on Adventure days, please do not allow your child to attend whilst they are suffering from an illness and for a period of 48 hours after their last symptom occurs.

- 10.2** If your Tween is unable to partake in an Adventure day due to illness and you require a refund, we would require a doctor's note to corroborate this.
- 10.3** We operate a "no nuts policy" in the interest of keeping the Tweens safe, please ensure that your Tween does not bring nut based products to Adventure days.
- 10.4** If your Tween has any allergies inclusive of but not limited to, drug allergies, food allergies, insect allergies, latex allergies, mould allergies, pet allergies and pollen allergies. Please make us aware in the first instance when booking your Tween into an Adventure day or contact us on hello@thetweentribe.co.uk with as much notice as possible before the Adventure day. The Tween Tribe cannot be held reasonably responsible for any allergic reactions where we were not informed of the Tween's allergy or, if we were made aware but told you of the risks involved and you choose to send your Tween on the Adventure day regardless.
- 10.5** If your Tween requires the administration of any medicine, please do make us aware as soon as reasonably practical as we will not administer any medicine that has not been authorised by a medical professional.
- 10.6** If your Tween requires essential prescribed medicine, we require that it is given to the group leader of the Adventure day for safety. With the medication, there should be instructions pertaining to the Tween's name and instructions on how and when to administer the medication.
- 10.7** **If your Tween has Covid-19 or symptoms of Covid-19 they are prohibited from attending the Adventure day.** Upon receiving confirmation of a positive test we may, subject to availability, offer you an alternative Adventure day booking which, will be subject to section 10.1.
- 10.8** If your Tween requires an Epi-pen for allergic reactions, we require that you arrange appropriate training to our first aid team at your discretion.
- 10.9** **First aid administration.** In the event of an accident during an Adventure day, we will administer first aid in accordance with any instructions given to us by you. We will not be held responsible for any error or omission on your part to relay instructions to us.
- 11. Child protection and Safeguarding Policy**
- 11.1** The Tween Tribe are committed to maintaining a duty of care towards a Tween that may be suffering from abuse. Whether or not the Tween makes a disclosure, Tween Tribe team members maintain a responsibility to alert local authorities and/or the police. For more information or to request a copy of our comprehensive Safeguarding policy please contact us on hello@thetweentribe.co.uk

12. Photography at Adventure days

- 12.1 When you submit the contact form on our website and give permission for your Tween to be photographed.** Upon giving us permission to photograph your Tween, you warrant your understanding that the photography may be used for marketing purposes on social media or on our website.

13. Our responsibility for loss or damage suffered by you (Liability)

- 13.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed a particular requirement during the Request for an Adventure day.
- 13.2 We do not accept liability for lost or misplaced items on Adventure days.** Please do not allow your Tween to bring items of significant value as we cannot and do not warrant their safety.
- 13.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence (which must be negligence that can be directly attributed to our actions or inaction) or, the negligence of our employees; for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the service.

14. Waiver Form(s)

- 14.1 Waiver forms are used by third-parties to indemnify themselves from any liability that could arise as a result of a Tween using their (typically physical activity-based) facilities as part of our Adventure day(s).** You warrant to indemnify The Tween Tribe against all liabilities, costs, expenses, damages and losses, including but not limited to any direct, indirect or consequential losses, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by you arising out of or in connection with the services supplied by third parties in connection to any activities that require a waiver as part of the scheduled Adventure days.
- 14.2 Where applicable, some Adventure days may require a waiver form for your Tween to participate.** We will not issue any refunds, partial or complete if your Tween is not able to partake in an Adventure day or an activity within an Adventure day because of your failure to sign a waiver form when asked to by us in advance.

15. Insurance

- 15.1** During the term of the contract, The Tween Tribe shall maintain in force, with a reputable insurance company, professional indemnity insurance to cover the liabilities that may arise under or in connection with the Adventure days.
- 15.2** **We are not responsible for delays outside our control.** If our supply of the service (Adventure days) is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Adventure days' you have paid for but have not partaken in.
- 15.3** **If you do not enter the correct details into our contact form.** If you do not allow us access to contact you by providing incorrect or erroneous contact detail, we will not be held liable for any delay in you receiving updates or confirmation of your booked Adventure days.

16. Intellectual Property

- 16.1** **All Intellectual Property Rights in or arising out of or in connection with the Adventure days or any of the intellectual property displayed on the website shall be owned by The Tween Tribe.** This is inclusive of but not limited to the schedules, themes and concepts of Activity days.
- 16.2** The Tween Tribe grants to you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this agreement to copy or print the Activity day schedules, for the purpose of receiving and using the service of the Activity day. The rights to which, cannot be transferred, extended or modified beyond the term of this agreement and will come to an end when the service of Activity days has been delivered.

17. Data Protection

- 17.1** We will collect and process information relating to you in accordance with our [privacy policy](#). Should you have any questions relating to the privacy notice or any of the data protection instructions or documentation, you should let us know by emailing hello@thetweentribe.co.uk.

18. If there is a problem with the Adventure day

- 18.1** **How to tell us about problems.** If you have any questions or complaints about an Adventure day, please contact us. You can write to us at hello@thetweentribe.co.uk.

19. Price and payment

19.1 Where to find the price for the Adventure day. The price of the Adventure day (which includes VAT) will be the price indicated on the webpage when you placed your Request and/or the price indicated on the respective pages for each Adventure day.

19.2 Accepted payment methods. We accept payment within Stripe

(a) For the terms and conditions of Stripe, [see](#);

19.3 What to do if you think an payment amount is wrong. If you the amount you have paid is wrong please contact us promptly to let us know.

19.4 If your Tween generates unexpected costs as part of an Adventure day. You warrant your understanding that by agreeing to these terms, you will allow us to accumulate reasonable expenses incurred that could not be foreseen as part of an Adventure day. For example, this could be because you are late picking your Tween up from the end of an Adventure day or your Tween needs to leave early for any reason. You warrant to reimburse the cost of the Tween's taxi home or if your Tween's travel card is not adequately topped up.

19.5 You undertake pay our reasonably incurred fees as part of safeguarding or accommodating your Tween. We shall invoice you for the fees that are reasonably incurred in safeguarding your child and you shall pay the balance with time of the essence.

20. Our responsibility for loss or damage suffered by you

20.1 We are only responsible to you for foreseeable loss and damage caused by us. Loss or damage is foreseeable if it is obvious that it will happen given the industry in which we operate. Alternatively, it is considered to be foreseeable if we fail to comply with these terms. We are responsible for loss or damage you suffer that is a foreseeable result of the Tween Tribe breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

20.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees; for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the services we deliver to you (the Adventure day).

20.3 We are not liable for business losses. If you are a consumer we only supply the services of Activity days to you for domestic and private use.

21. How we may use your personal information

21.1 How we may use your personal information. We will only use your personal information as set out in our [privacy policy](#).

22. Other important terms

22.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

22.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

22.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

22.4 If a court finds part of this contract illegal, the rest will continue in force. 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.

22.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the service, we can still require you to make the payment at a later date.

22.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the service provided in the courts of England and Wales.