

**want to canoe?** (herein referred to as ‘want to canoe?’, ‘we’, ‘our’ or ‘us’)

## **BOOKING TERMS AND CONDITIONS**

Important: Canoeing, kayaking, rafting and other activities available at **want to canoe?** may carry inherent risks. You should be aware of and accept these risks and be responsible for your own actions and involvement.

In addition to the terms and conditions below, you must read, accept and sign a Medical Consent and Safety and Risk Declaration Form before you use **want to canoe?**. We will provide you with the **want to canoe?** Rules and Regulations (available to view at **want to canoe?** reception) as well as the Countryside & River Code of Conduct.

If you are unsure whether you are able to participate in any activity, or if you have any questions concerning these terms and conditions or the Medical Consent and Safety & Risk Declaration form, please ask a member of staff before you enter into a contract with us.

### **1. Booking and payment**

- 1.1** Your use of the **want to canoe?** facility whilst participating in any scheduled **want to canoe?** activity is subject to these terms and conditions. These terms and conditions and a completed Medical Consent and Safety & Risk Declaration Form shall constitute the entire agreement between you (‘the Customer’ also referred to as a ‘Participant’) or the person making the activity booking on your behalf, and us.
- 1.2** In the event that you are booking an activity on behalf of a group, “you” and “your” shall be deemed to include each member of that group. Furthermore, you as the individual booking the activity agree to ensure that each member of the group has read and agrees to comply with these terms and conditions.
- 1.3** Prior to utilising the **want to canoe?** facilities and equipment, all participants will need to complete and sign the Medical Consent and Safety & Risk Declaration Form which we will make available to you. As a patron of **want to canoe?**, it is your responsibility to inform **want to canoe?** if the medical health of any of your party, or yourself changes throughout duration of your booking.

**2. Cancellations by us** Every attempt will be made to ensure that **want to canoe?** activities run as scheduled. However, we reserve the right to close **want to canoe?** at any time without notice due to unsuitable conditions, forecasts, prevailing weather conditions, or due to any other factors beyond our control or if we feel that there are unmanageable risks.

- 2.1** In the event that **want to canoe?** is closed then we may at our sole discretion offer you another session or part session without further charge or offer you a refund of any deposits paid less a £10 per person administration fee.
- 2.2** If you have already commenced your activity at **want to canoe?** when it is cancelled or closed pursuant to clause 2.1, we will take any time you have already spent at **want to canoe?** into account when deciding how best to reasonably compensate you.

### **3. Liability**

- 3.1** We will compensate you for any loss or damage you may suffer if we fail to carry out duties imposed on us by law (including if we cause death or personal injury to you by our negligence) unless that failure is attributable to (i) your own fault; (ii) a third party unconnected with our provision of services under this

agreement; or (iii) events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care.

#### **4. Equipment, Instruction & Supervision**

- 4.1** If you choose to use your own craft/equipment on your chosen activity it is your responsibility to ensure it is of satisfactory quality and fit for the purpose of the activity undertaken.
- 4.2** The briefing and instruction you will receive is specific to the **want to canoe?** environment. In booking and participating in a **want to canoe?** activity you agree to follow the directions and orders of any **want to canoe?** representative.

#### **5. Under 18s**

All persons under the age of 18 years will require a completed Medical Consent Form and Safety and Risk Declaration signed by an appropriate parent or legal guardian before being allowed to participate in any activity at **want to canoe?**. The completed form must be received and processed by **want to canoe?** at least 24 hours prior to the activity taking place.

#### **6. Data Protection / Privacy**

- 6.1** The information you have supplied will be treated in accordance with the provisions of the Data Protection Act 1998.
- 6.2** We may occasionally take photographs of Participants for publicity purposes, including reproduction on our website, and in submitting your booking you are indicating your consent to the same, unless you mark the box on the booking form to indicate otherwise.
- 6.3** We may use CCTV to monitor our premises for security purposes and to review any incidents which may occur on the premises.

#### **7. Adherence to Rules**

- 7.1** You must comply at all times fully and promptly with the **want to canoe?** Rules and Regulations and any and all other safety regulations and instructions issued by us, our staff and / or our instructors from time to time.
- 7.2** You must not do anything (or omit to do anything) which may cause damage or loss to our property or facilities, to other participants or cause nuisance, annoyance, disturbance, inconvenience or injury to any other persons on the premises and when on the river and in open countryside.
- 7.3** We reserve the right to terminate the stay/use of our facilities by any person(s) whom we reasonably consider being in breach of clause 7.1 and 7.2 above and such persons may be required to leave **want to canoe?** immediately. No refunds will be made in this event, and we will not accept liability for any expenses, claims, losses or costs incurred as a result of such termination.

#### **8. General**

- 8.1** Any persons who are thought to be under the influence of drink / and or drugs (at the sole discretion of **want to canoe?** staff) will not be permitted to use **want to canoe?** facilities and partake in any activities. No refund will be given.
- 8.2** If you wish to send us any notice or letters then you should send it to the address and for the attention of the relevant person you wish to contact. If you are unsure as to whom to send any notice or letter, then please send it to **want to canoe?**, Racquety Farm, Hay on Wye, HR3 5RS.
- 8.3** We must be notified of lost property within 6 weeks, as any items found are disposed of after this period.