

Wilderness Canoe

Terms & Conditions 2023.1

Terms and Conditions.

Please read these terms & conditions carefully before entering into a booking. Once a completed booking has been accepted electronically by Wilderness Canoe all the persons named on the booking form ("the client(s)") will have entered a binding contract based on these terms & conditions.

If you have any questions about them, please do not hesitate to contact us.

"Wilderness Canoe" means Matthew Thompson trading as Wilderness Canoe.

Agreement

1. Agreement on the basis these terms & conditions arise upon the fulfilment of all the following: receipt by WILDERNESS CANOE of a properly completed booking accompanied by the payment specified in that booking; clearance of the payment into WILDERNESS CANOE's PayPal account OR bank account; acceptance by WILDERNESS CANOE electronically or in writing.

2. WILDERNESS CANOE reserves the right, in its absolute discretion and without the need to give reasons, to refuse to accept a booking. In such circumstances, no agreement arises and WILDERNESS CANOE will return any payment accompanying the booking. The agreement is between WILDERNESS CANOE and the client(s) and is the sole agreement between those parties. No variation of these terms & conditions shall be applicable unless agreed in writing by WILDERNESS CANOE before the relevant course. The person signing the booking shall be deemed to sign for his / herself and as agent for all other persons listed and warrants that he / she is appointed agent for that purpose.

3. The agreement is governed by English law.

Payment

4. The WHOLE fee is payable at the time of booking unless otherwise agreed. In the case of an alternative agreement been made then the balance of the fee as specified on the booking must be paid in full by the date specified on the booking, or if no date is specified, no later than eight weeks before the course.

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If not so paid, WILDERNESS CANOE reserves the right to treat the agreement as cancelled by the client(s) pursuant to clause 5, below.

Prices

5. Whilst every effort is made to limit prices to those given in the booking form, WILDERNESS CANOE reserves the right to alter prices should its costs in hosting a course increase for reasons beyond its reasonable control (including, without limitation, the cost of labour, transport and materials). In the event that a price is altered the client(s) will be notified as soon as reasonably possible and the balance of the altered price will be payable on the same terms as was the original price. In the event of the price being thus increased by 15% or more the client may opt to cancel the booking and will then be entitled to a refund of all monies paid.

Cancellation by client(s)

6. If the booking is cancelled by the client(s) (for any reason) the following cancellation change will arise:

- a. Cancellation more than 8 weeks before course deposit forfeited
- b. Cancellation 4 - 8 weeks before course 50% of fee payable
- c. Cancellation less than 4 weeks before the course 100% of fee payable.

And the client acknowledges that it is reasonable for such penalties to arise, given the need for WILDERNESS CANOE to prepare for a course substantially in advance of the course.

Variation of a course

7. A WILDERNESS CANOE course is, by its very nature, exposed to natural variables, including the weather.

Whilst every reasonable effort is made to deal with (indeed to learn from) such contingencies there may be occasions when WILDERNESS CANOE, through no fault of its own, is forced to vary or modify a course itinerary at short notice or decides to do so in order to take advantage of natural circumstances.

The client acknowledges that information about courses provided by WILDERNESS CANOE is given in the best of faith but that because of the variability of nature it may be reasonable to alter or modify a course and that in such circumstances it is not reasonable for WILDERNESS CANOE to be liable for any losses consequential on such a change and that WILDERNESS CANOE's liability is limited accordingly.

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The conduct of a course

8. The client acknowledges that during a WILDERNESS CANOE course he / she is required to submit to the reasonable instructions and leadership of WILDERNESS CANOE, save that parents, teachers and those in comparable roles in respect of children must maintain control of those children, to the satisfaction of WILDERNESS CANOE. The client acknowledges that persons attending a WILDERNESS CANOE course are entitled to expect a high standard of conduct and regard for personal wellbeing on the part of all clients.

For this reason the client accepts that WILDERNESS CANOE may, in its absolute discretion and without the need to give reasons, arrange for him / her to be removed from a course, if necessary against his / her will. Circumstances in which this might occur include (without limitation) disorderly or abusive conduct; intoxication; failure of control over children; inadequacy of clothing or equipment; incapacity or inability to meet the rigours of the course.

In such circumstances the client will not be entitled to a refund of monies and WILDERNESS CANOE will not be liable for any losses so resulting. The client will on demand reimburse WILDERNESS CANOE its reasonable costs of effecting his / her removal.

Liability

9. WILDERNESS CANOE courses take place in the open countryside, lakes, rivers and estuaries and are by their very nature are not absolutely free from hazard. WILDERNESS CANOE makes every effort to minimise risk to clients and instructs clients in the safe negotiation of such risk as may remain.

Consequently, the client acknowledges that there are circumstances in which an accident could befall a client without WILDERNESS CANOE being at fault and accepts that to that extent he / she is taking part in a WILDERNESS CANOE course at his / her own risk. WILDERNESS CANOE only accepts liability for physical injury to a client that is shown to result from negligence on the part of WILDERNESS CANOE.

The client acknowledges that other loss, damage and expense (including, without limitation, loss of money, loss or damage to Equipment, clothes and possessions, losses arising on the cancellation of a booking and the expenses of delay and harm caused other than by the negligence of WILDERNESS CANOE) howsoever arising is not the responsibility of WILDERNESS CANOE and that WILDERNESS CANOE's liability is hereby limited.

Insurance

10. WILDERNESS CANOE advises the client to obtain suitable insurance cover for the activity to be undertaken. The client is advised to familiarise

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his / her self with the extent of the cover and to satisfy his / her self that it is adequate to their needs.

Complaints

11. In the unlikely event that a client has cause for complaint about a WILDERNESS CANOE course, complaint should be made to a representative of WILDERNESS CANOE during the event, in order that corrective action can, if necessary, be taken. The client acknowledges that it is unreasonable to take no action during a course but to complain later. However, should a problem not be resolved, complaint should be made in writing within 28 days. To the extent permitted by law WILDERNESS CANOE will not be liable in respect of claims first intimated later than 28 days from the close of the relevant course.

SUBSEQUENT INSTRUCTION BY CLIENT(S). Although all WILDERNESS CANOE courses are taught by highly experienced & capable leaders, it is not intended that any instruction provided to any client(s) while on a course will in any way qualify that/those client(s) to instruct any third party & no warranty is made to that effect. WILDERNESS CANOE hereby excludes any liability it might have to any third party in respect of any loss or damage suffered or incurred by that third party in its reliance on any skills taught by any client(s) on the basis of having attended any WILDERNESS CANOE course.

Insolvency

12. In the unlikely event that WILDERNESS CANOE becomes insolvent all monies will be refunded in full. In the event that WILDERNESS CANOE cancels a course all monies will be refunded in full.

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