



## **TERMS & CONDITIONS**

### **Booking**

A 30% deposit is required on booking, the remaining balance must be cleared by 21 days prior to the booking, if not cleared by this time the booking will be canceled and the deposit forfeit. Payment methods accepted are Bank Transfer (free, details are on your invoice) or card, all of which are subject to a 3.5% charge, a Paypal card payment link can be emailed to you on request or you can pay by calling us with your details.

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### **Cancellation by the customer**

Cancellation more than 30 days prior to the booking incurs a 10% of deposit cancellation fee.

Cancellation 21 to 30 days prior to the booking incurs a 75% of full booking price cancellation fee.

Cancellation less than 21 days prior to the booking incurs a 100% of full booking price cancellation fee.

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### **Cancellation by Adventure River**

Although we make every effort to ensure activities go ahead sometimes conditions can be deemed dangerous or not suitable, in this instance we will endeavor to provide as much notice as possible of cancellation.

If course numbers fail to reach a final workable minimum due to cancellation or booking number we will give the individuals 4 days notice.

At this point where possible we will offer an alternative activity, an alternative date or a full refund.

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### **Amendments**

Amendments can only be made if first approved by Adventure River, we make every effort to be flexible. Extra charges could be incurred when amendments are made with short notice, these would be agreed at time of amendment.

If an activity date change is agreed and amended, the cancellation notice period policy still applies from the original notice given against the original booking date, ie. If you agree an amendment the week before you are due to come to change the date to 60 days later and then cancel completely you will incur 100% of full booking price cancellation fee for less than 14 days notice of amendment.

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## **Risk**

There is an inherent element of risk within all outdoor activities, taking part in a booking is choosing to accept the risk. Customers must accept accidents and injuries can happen. All staff are trained and appropriately qualified to run activity sessions and will at all times proceed in a manner to limit the risk of injury.

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## **Health**

Participants must expect our activities to involve some strenuous and adventurous elements. It is expected participants are in good general health. You must declare to us in advance and your instructor on the day of any serious illnesses old or new, or prior injuries or illnesses or injuries occurring in between booking and the time of activity. The participant must be themselves satisfied the activity is within their capabilities.

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## **Dietary Requirements**

Special dietary requirements must be notified to Adventure River at the time of booking. Adventure River accepts no responsibility for not being able to meet needs at short notice.

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## **Unacceptable Behavior & Alcohol**

Adventure River reserves the right to cancel any booking at any time where it is seen that unruly behavior is affecting the safe and smooth running of an event or activity. Alcohol is not allowed to be taken on any activities or consumed before or during activities. Cancellation or termination of bookings due to unacceptable behavior are non refundable.

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## **Equipment & Tipi Hire**

Each Group must have a designated adult within it, typically the group organizer. The designated adult is responsible for ensuring each group member is aware of and agrees to the terms and conditions. Lost or damaged equipment is the responsibility of the designated adult and must be paid for in full. Tipis must be left clean and tidy as found, cleaning charges may be incurred if they are not looked after.



Card details are required on arrival as a security deposit on hired tipis and a form is completed accepting responsibility by the designated adult.

For canoeing activities every customer will be required to sign to accept terms and conditions and the canoe centre's safety and enjoyment guidelines. Lost or damaged equipment is the responsibility of the customers, ultimately the designated adult and must be paid for in full.

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### **Personal Property & Vehicles**

Personal possessions are at all times the responsibility of the customer. Vehicles parked on our site are parked there at the owners risk.

Dry storage equipment provided with canoes and kayaks cannot be guaranteed. It is recommended that items that can easily be damaged by water are not taken on activities. Adventure River accepts no responsibility for personal possessions on any.

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### **Force Majeure**

Adventure River shall have no liability whatsoever in respect of any delay or failure in delivery of any bookings or obligations due directly or indirectly to any cause whatsoever outside the reasonable control of the company including but not limited to act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes or other industrial disputes, unusually severe weather or energy supply issues.

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### **Complaints**

Any problems or issues, should be reported immediately to your instructor, guide, duty manager. If it is not resolved to your satisfaction please write to The Management, Adventure River, Rose Cottage, Prosper Lane, Coalway, Coleford. GL16 7JW. Responses will be made in 28 days.

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### **Limitation of Liability**

Adventure River limits its liability to the maximum extent permitted by law as follows;

- Adventure River shall have no liability for any loss or damage suffered by the customer or any other person.
- As a consequence of any defect in any product caused by abnormal conditions of storage, treatment or handling or any negligence or wrongful act on the part of the customer or its employees or agents.



- For any claim arising on an invoice issued more than 3 months before the date upon which such claim is received by Adventure River.
- Any failure by Adventure River to perform any part of its obligations in these terms and conditions caused by circumstances beyond its reasonable control.
- Adventure River cannot accept responsibility for personal injury or death. Taking part is accepting risk and responsibility for your own actions.
- Adventure Rivers liability in respect of death or personal injury caused by Adventure River s negligence hall not be limited.

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## **Law**

Contract will be governed by the laws of England, any dispute will be dealt with under the jurisdiction of the courts of England and Wales.

The statutory rights of the customer are not affected by the above.