



## **CANOE WILD TERMS AND CONDITIONS –**

**GENERAL.** - These Booking Terms and Conditions and hire agreement applies to the booking of the Canoe Wild Hire and course and any ancillary products at the locations set out in Canoe Wilds booking confirmation. These Booking Terms and Conditions contain important information concerning participation by you and members of your party and, accordingly, you acknowledge and agree that you shall ensure that all members of your party are aware of and accept these bookings and hire terms and conditions. No variation to these booking terms and conditions shall be binding unless agreed in writing by Canoe Wild Ltd. Any typographical clerical or other error or omission in any booking confirmation or other documentation issued by Canoe Wild (including any electronic documentation) shall be subject to correction without any liability on the part of Canoe Wild. Canoe Wild reserves the right to make changes to the Activities whether to conform with any applicable safety or other statutory requirements or otherwise.

**1. HIRE AGREEMENT.** Before the commencement of any trip, clients must have completed our booking form and signed confirmation of the Hire Agreement. The signatures of the Hire Agreement are responsible for ensuring that each member of the party is fully aware of the risks and health and safety issues involved. Additionally, each member of the party must be individually named on the Hire Agreement and each must affirm or be affirmed by a parent responsible for any members of the party under 16:

- a. their acceptance of the terms of the Hire Agreement and its Obligations (Section 3, below);
- b. that they have disclosed to us any medical conditions from which they suffer in respect of asthma, diabetes, epilepsy and heart disease;
- c. that the hazards and safety rules have been explained to them by ourselves, and that they are clearly understood;

Each member of the party aged 16 years and over must sign in their own right. Where any member of the party is under 16 years, a parent, guardian or responsible adult must sign on their behalf.

**2. LETTING.** We are letting and you are hiring the goods detailed on your hire schedule together with any accessories described (the Goods) for the period of hire shown thereon, upon the terms and conditions set out in the agreement including those set out on said schedule.

**3. YOUR OBLIGATIONS.** You shall:

**3.1 USE AND LOCATIONS.** Keep the Goods in your possession and under your control at all times and use the Goods only within the area of, and for the purposes of, your trip previously agreed with us.

**3.2 INSPECTION.** Permit our representative access to the Goods at all reasonable times, for the purpose of inspecting, repairing and removing the Goods.

**3.3 LOSS OR DAMAGE.** Be responsible for losses of, or damage to, the Goods caused by your own fault and indemnify us appropriately.

**3.4 PROHIBITION AGAINST SALE ETC.** not sell, underlet, or dispose of the Goods, and will indemnify us against all losses, costs, claims, damage and expenses howsoever occasioned by your breach of these conditions.

**3.5 The Activities do require some physically activity.** If participants have medical concerns they are advised to consult their doctor in advance. Participants will be required to certify that they do not suffer from any medical condition which would make it more likely that they would be involved in any incident which could result in injury to themselves or others. Due to the physical nature of the Activity Canoe Wild recommends that pregnant women should take advice before booking. Pregnant women who still wish to undertake the activities will be required to sign a disclaimer confirming that they are aware that there are risks to them and to their unborn child and that participation in the Activities is at their own risk.

**3.6 Swimming ability:** All participants taking part in canoeing are equipped with buoyancy aids; therefore an inability to swim will not exclude you from taking part. However we do ask that you have a suitable level of water confidence and be accompanied by those that can swim more than 25 meters and are confident in the water.

**3.7 Weight:** Our canoes take up to 4 people (2 adults and 2 children) and safely take up to a maximum of 40 stone.



**3.8** Canoe Wild reserves the right to refuse admittance to the Activities or to remove a participant from the Activities should it deem it necessary to do so. This includes a participant who does not comply with the safety rules and advice and the safety system or who is deemed to be under the influence of alcohol or drugs. All participants are required to act responsibly and courteously at all times and to respect other participants and members of the public including other river users and anglers. Canoe Wild shall be entitled to prevent any person from undertaking or completing the Activities in the event it deems the behaviour of any participant unsuitable. Participants must be dressed appropriately and Canoe Wild reserves the right to refuse any participant who is not appropriately dressed.

**3.9** After the safety briefing hiring participants will not be directly. A participating adult must accompany under 16 year olds. Any Children under the age of 11 years old must be accompanied by an adult in the same canoe, Children of 12 and over can operate a canoe however an adult must be within the group. Participating adults must sign a Risk Acknowledgement and Disclaimer stating that he or she will accept responsibility for the safety of him or herself and for supervision of children in his or her care.

**3.10** under no circumstances are customers allowed to enter the tidal lake.

**3.11** Clients must only enter and exit at the designated points on the river and could be open to prosecution through trespass but land owners not wishing them on their land. Clients should not moor at any boat moorings along the river unless agreed by owners of the land or moorings.

**4. MAINTENANCE.** It is our full obligation and forms part of these Terms and Conditions to maintain all goods hired as they are in a full working condition, provided that you have abided by all your Obligations (section 3, above).

**5. CONSEQUENTIAL DAMAGE ETC.** We accept no responsibility for consequential loss or damage howsoever arising from the letting evidenced by this agreement unless it arises from our negligent act or default.

**6. BREACH.** Should you commit any breach of this agreement we may terminate the agreement and your continued possession of the Goods will be without our consent.

**7. CANCELLATION BY US.** We have the right to cancel or re-schedule bookings at our discretion if adverse weather or water conditions are in force on the day of your booking. In these circumstances, deposits will be refunded in full.

**8. CANCELLATION BY YOU.** If you cancel your booking, we reserve the right to charge you according to the notice you have given us:

- a. more than seven days - your deposit will not be returned
- b. within seven (7) days but more than 48 hours - 50% of basic hire cost.
- c. less than 48 hours notice - 100% of basic hire cost.

If you rearrange your booking at the time of cancellation, provided that it is more than 48 hours prior to the date of the original booking, your deposit will be moved to the new booking and no cancellation fees will be applied.

**9. TERMINATION BY YOU.** You have the right to terminate this agreement at any time. However, unless agreed otherwise, we are entitled to hold back from any refund of payments previously made what is likely to be reasonably needed to cover both any net costs to us of your termination, particularly with regard to the collection of the Goods, and/or the net loss of profit resulting directly from your termination.

**10. DISCLAIMER.** Canoe Wild Limited will not be liable for any death, personal injury, or loss of or damage to goods arising out of the hire of any items by them unless that death, personal injury or loss of, or damage to the goods arises directly from an act of omission on the part of the company, its servant or agent.

## DECLARATIONS:

- I can swim 25 meters in light clothing. (as the booker)
- I understand that I use Canoe Wild Limited's equipment, and participate in canoeing activities, at my own risk.
- I agree to abide by the terms and conditions of the booking and the hire agreement that are in place to minimise risks to myself and other water users.
- I understand that I am responsible for the safekeeping of my personal property and that Canoe Wild will not accept liability for any damage or loss of personal property.
- I have read the information on Leptospirosis (Weil's disease) below and accept the risks.
- I agree to wear a buoyancy aid at all times and ensure other members of my groups wear buoyancy aids at all times.
- I have read and agree to the terms of the Hire.
- If I am attending a course or guided tour I agree to the terms of the Tour or Course I am attending.
- I accept that Canoe Wild Limited, are not under any liability whatsoever in respect of loss or damage to personal property, not caused by negligence or default of Canoe Wild Limited, it's employees, its suppliers and its agents whilst hiring our canoes.
- I fully understand that there are certain dangers involved in the use of a kayak or canoe that are beyond the control of Canoe Wild Limited and its employees, which may result in accident, injury, death or property damage either to myself or other persons. Such dangers include, but are not limited to, the possibility of capsizing which could result in drowning, the possibility of striking rocks or other objects which may damage or rupture the boat and the possibility of being exposed to the hazards of water level or weather changes (including rain, lightening, fog, high winds and rough water) which may cause hypothermia.

**Data Protection:** By accepting the Terms and Conditions of Canoe Wild Ltd you are consenting to your name, date of birth, postcode, gender and email address being passed on to Canoe England, a division of the British Canoe Union, the governing body for canoeing in the UK. This will be used for statistical reporting on Go Canoeing to support with monitoring participation. Personal data will be used only in accordance with the BCU's notification under the Data Protection Act 1998 and in compliance with the Freedom of Information Act 2000. They will only contact you with information in connection with their products and/or services and you can unsubscribe at any time. Your contact details will not be passed to third parties without your consent.

**Data Protection Act 1998** The information you supply to us will also be used to process your booking and for our electronic or paper mailing list. If you DO NOT wish to receive further brochures or information, please tick the box.  We occasionally take photograph's which may be used in future articles or advertising material. If you DO NOT wish to be photographed, please tick the box.

### **WEIL'S DISEASE (Leptospirosis icterohaemorrhagiae)**

Weil's Disease is a bacterial infection carried in rat's urine which contaminates water and wet river banks. The bacterium does not survive for long in dry conditions. It can occur in any water, although the risk of infection is greater in stagnant or slow moving water. Weil's Disease is rare, but it can be a serious illness requiring hospital treatment. It is caught by absorbing the bacteria through the skin and mucous membranes of the mouth and eyes, or any cuts in the skin. If within 3 – 19 days after canoeing you feel ill with a temperature, influenza-like illness and/or joint and muscle pain and possibly jaundice, you should see your doctor immediately and tell him/her you have been taking part in water sports and where you have been paddling.

## PRECAUTIONS

All paddlers should:

- Use footwear to avoid cutting feet.
- Cover all scratches or cuts on exposed parts of the body with waterproof plasters.
- Avoid immersion in stagnant or slow moving water.
- Wash or shower after immersion or paddling generally.

## PARTICIPATION STATEMENT:

I understand that the activity in which I will participate is an assumed risk sport, with risk of accident or injury. All members of my group have understood the conditions of hire. I understand that this booking is accepted on the understanding that Canoe Wild Ltd safety regulations are observed. By checking the book I agree to the Canoe wild Terms and Conditions.