

TheCanoeMan Terms & Conditions

Statement of Assumed Risk

To minimise these risks we have evolved a 'safe system of work'

We only employ fully qualified staff

We provide appropriate personal safety equipment for all participants

We provide appropriate equipment for the course

We work to National Governing Body guidelines in respect of instructor to student ratios

We have a robust risk management system in place

We reserve the right to cancel or modify any activity if we believe there to be adverse risk ie adverse weather

Anybody thought to be under the influence of alcohol or drugs will not be allowed to participate

Maximum payload per 3 seater canoe is 36 stone

For your safety and comfort we advise you bring sufficient food and drink with you and you read any joining instructions and kit list carefully to ensure you bring the correct clothing and footwear.

Swimming ability: All participants taking part in water activities 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 certain level of water confidence relevant to the activity. If you have any concerns about this please discuss it with your instructor.

We fully understand that there are **certain dangers** involved in the use of a kayak or canoe that are beyond the control of TheCanoeMan 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 Act 1998: The information you supply to us will only be used to process your booking and for our mailing list. If you DO NOT wish to receive further brochures or information, please tick the box.

Cancellations/Refunds: All deposits are non-refundable and that no refunds will be issued for early returns, illness, weather or non-usage. Cancellations less than 5 weeks before the start day 40% of full payment will be refunded. Cancellations less than 3 weeks before the start day 25% of full payment will be refunded. Cancellations less than 2 week before the start day no refunds will be made.

We reserve the right to alter or cancel any activity and will endeavour to give the participants as much notice as possible. In the instance of TheCanoeMan cancelling the trail you will be offered an alternative or a full refund. (Unless your activity had been paid for using a gift voucher in which instance your gift voucher will be revalidated.)

Loss or Damage: Be responsible for, and indemnify us against, loss of or damage to, or caused by the Goods whilst in your possession howsoever caused, and notify us as soon as practicable of any such loss or damage. We understand we are liable for all dirty, damaged, lost or stolen equipment and any fees associated with the listed equipment, and that all equipment must be returned in good condition as determined by the TheCanoeMan. 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.

Gift Vouchers: Are non refundable, can only be exchanged for activities provided by TheCanoeman, cannot be redeemed against items for sale either on line or in our shop. Cannot be used in conjunction with any other offer / promotion. Original gift voucher must be presented at the time of booking / payment and must be used within the expiry date. At our discretion the expiry date maybe extended for a further year but will incur an administration charge of £10 or 15% of the value of the voucher (which ever is the greater).

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.

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I have had brought to my attention the Terms & Conditions relating to this booking, in particular, those concerning cancellation.

I understand that booking is accepted on the understanding that Activ-8 Adventure/ TheCanoeMan safety regulations are observed.

I accept that Activ-8 Adventure/ TheCanoeMan, is not under any liability whatsoever in respect of loss or damage to personal property, not caused by negligence or default of Activ-8 Adventure/ TheCanoeMan, its suppliers and its agents whilst attending the course.