



Open River Canoe Adventures

www.orcadventures.co.uk

TERMS & CONDITIONS

Please read these terms & conditions carefully before completing and returning our booking form. Once a completed booking form has been accepted in writing by Open River Canoe Adventures ("ORCA") all the persons named on the booking form ("the client(s)") will have entered a binding contract on the basis of these terms & conditions. If you have any questions about them please do not hesitate to contact us.

"Open River Canoe Adventures" ("ORCA") means Steve Smith trading as Open River Canoe Adventures or ("ORCA").

1. Agreement

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

ORCA 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 ORCA will return any payment accompanying the booking form.

The agreement is between ORCA 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 ORCA before the relevant course.

The person signing the booking form shall be deemed to sign that form for his / herself and as agent for all other persons listed on that form and warrants that he / she is appointed agent for that purpose.

The agreement is governed by English law.

2. Payment

The balance of the fee as specified on the booking form must be paid in full by the date specified on the booking form, or if no date is specified, no later than four weeks before the course. If not so paid, ORCA reserves the right to treat the agreement as cancelled by the client(s) pursuant to clause 4, below.

3. Prices

Whilst every effort is made to limit prices to those given in the booking form, ORCA 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.

4. Cancellation by client(s)

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

Cancellation more than 8 weeks before course deposit forfeited

Cancellation 4 - 8 weeks before course 50% of fee payable

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 ORCA to make preparations for a course substantially in advance of the course.

5. Variation of a course by ORCA

An ORCA 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 ORCA, 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 ORCA 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 ORCA to be liable for any losses consequential on such a change and that ORCA's liability is limited accordingly.

6. The conduct of a course

The client acknowledges that during an ORCA course he / she is required to submit to the reasonable instructions and leadership of ORCA, save that parents, teachers and those in comparable roles in respect of children must maintain control of those children, to the satisfaction of ORCA. The client acknowledges that persons attending an ORCA course are entitled to expect a high standard of conduct and regard for personal well being on the part of all clients. For this reason the client accepts that ORCA 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 ORCA will not be liable for any losses so resulting. The client will on demand reimburse ORCA its reasonable costs of effecting his / her removal.

7. Liability

ORCA courses take place in the open countryside, lakes, rivers and estuaries and are by their very nature are not absolutely free from hazard. ORCA 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 ORCA being at fault and accepts that to that extent he / she is taking part in an ORCA course at his / her own risk.

ORCA only accepts liability for physical injury to a client that is shown to result from negligence on the part of ORCA.

The client acknowledges that other loss, damage and expense (including, without limitation, loss of money, loss or damage to 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 ORCA) howsoever arising is not the responsibility of ORCA and that ORCA's liability is hereby limited.

The client further acknowledges that ORCA, having negotiated special insurance cover for its clients attending over-night courses, is entitled to expect its clients to rely, where appropriate, on that insurance cover and to mitigate any losses accordingly. As a result, the client accepts that it is reasonable for ORCA to exclude liability for losses in respect of which the client is insured, and such liability is hereby excluded.

8. Insurance

ORCA has negotiated special terms of insurance for clients taking part in ORCA over-night courses and the cost of that insurance is included in the price of the course. The client is advised to familiarise his / her self with the extent of the cover and to satisfy his / her self that it is adequate to their needs. The client acknowledges that information given to ORCA will form part of the application for that client's cover and appreciates the need to give full and frank disclosure in respect of all matters properly the concern of the insures.

9. Complaints

In the unlikely event that a client has cause for complaint about an ORCA course, complaint should be made to a representative of ORCA 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 ORCA will not be liable in respect of claims first intimated later than 28 days from the close of the relevant course.

10. SUBSEQUENT INSTRUCTION BY CLIENT(S)

Although all ORCA 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. ORCA 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 ORCA course.

11. Insolvency

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

Our courses have been designed for the outdoor enthusiast with an adventurous spirit - no whingers please!