Cotswold Canoe Hire Ltd terms and conditions for the provision of services to consumers for payment online, by phone and face to face.

Trading terms and conditions of Cotswold Canoe Hire Ltd
These terms and conditions regulate the business relationship between you and us. When you buy from us, you agree to be bound by them.
No person under the age of 18 years may make Bookings. If you are under 18, please ask an adult for help with your purchase.

We are: Cotswold Canoe Hire Ltd
Our address is: Park End Wharfe, Lechlade on Thames, Gloucestershire, GL7 3AQ
You are: Our customer

The terms and conditions

1 Definitions
In this agreement:
“Consumer” means any natural person who, in connection with this agreement, is acting for purposes which are outside his business;
“Our Website” means the entire computing hardware and software installation that is or supports Our Website.
“Services” means any of the services we offer for sale on our Website. This includes any variation to the Service that we make to mitigate risks to your trip.
“Booking” means the booking of our services as offered on our Website and will include details of the person making the booking, phone and email contact details, cost, payment method, payment received, size of the party, number of canoes booked, duration, dates and times of the hire period and departure point.
“Booking Date” means the date on which the hire period commences as contained in the Booking.
“Charge” means the amount to be charged for our services as contained in the Booking.
“Content” means any material in any form published on Our Website by us or any third party with our consent.
“Material” means Content of any sort posted by you on Our Website

2 Our contract with you
These terms and conditions apply:
2.1 So far as the context allows, to you as a visitor to Our Website; and
2.2 in any event to you as a buyer or prospective buyer of our Services.
2.3 We shall accept your order by e-mail confirmation. That is when our contract is made. Our message will also confirm details of your Booking. In the event that you do not have an email address, confirmation of the contract will be made at the time of the Booking Date of the Services contained in the Booking, any such acceptance is at our sole discretion.
2.4 Unfortunately due on occasion to circumstance beyond our control, we cannot guarantee that the Services that you have Booked can be undertaken. If at any time we are unable to deliver the Services contained in your Booking for which you have paid, we will cancel the Booking and immediately refund any money you have paid. We will use the same payment method used to receive any payments for any repayment.
2.5 You will accept any safety measure that we put in place including a change of route or configuration of canoes where we consider it necessary.
2.6 We will not be liable for any, costs, losses or liabilities arising from either our cancellation of your Booking or changes to the route that we make.
2.7 We may change these terms from time to time. The terms that apply to you are those contained herein.
2.8 If you buy Services or make any Booking from us under any arrangement which does not involve your payment via Our Website, these terms still apply so far as they can be applied.
2.9 If we owe you money (for this or any other reason) previously paid on a credit or debit card, we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 7 days from the date we have agreed that we owe you money.

3 Your Booking with us
3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information in your Booking. We need this information to provide you with the Services contained in your Booking.
3.2 If you use the website, you are responsible for maintaining the confidentiality of your details and for preventing any unauthorised person from using your computer.
3.3 You agree to accept responsibility for all activities that occur under your Booking. You should tell us immediately if you believe some person has accessed your Booking without your authority.

4 Price, payment and service provision
4.1 The price Charged to you is based on correct information being provided at the time of Booking and confirmed either in the confirmation email, or in the case of you not having been sent an email confirmation, at the time and date contained in the Booking for the delivery of Our Services.
4.2 Prices are inclusive of any taxes applicable at the time of the Booking. Should any changes in tax occur between the time of the Booking and the Booking Date You agree to pay those taxes. In the event of any such changes You may cancel the Booking within 7 days of the implementation of the tax or following Our disclosure to you of any proposed change whichever is the sooner.
4.3 Payments are due before the delivery of Our Services to You. Final payment will be due 7 days before the Booking date unless it is a Bank Holiday or Bank Holiday weekend or 5 or more canoes have been booked (see 4.4 below).

4.4 Final payment will be due 14 days before the Booking date for Bank Holiday or Bank Holiday weekend bookings or where You have booked 5 or more canoes. Final payment will be due 30 days before the Booking date for Bank Holiday or Bank Holiday weekend bookings where You have booked 10 or more canoes.

4.5 Our Services will be provided to You from our location detailed on the Website unless otherwise agreed in writing beforehand.

4.6 Once Our Service provision has started as detailed in the Booking any cancellation will result in full payment being paid by You. Should a Booking be terminated early, before the agreed end time of the hire period no refund will be given. If any additional Services are required either as part of the hire or as a result of early termination you will pay for these costs.

4.7 Late return beyond the agreed return time will result in additional charges to you. For each canoe and its equipment returning more than half an hour late a charge of £5 will be made and £5 for every half an hour thereafter until you return all equipment to the designated return point. For each canoe returned after 6 pm on the due return date there will in addition to the charges for late return be an additional charge of £50 for each canoe. Late return charges will be capped at £100 for each canoe. In addition to these charges additional charges may apply as outlined in 5.2 below.

4.8 We may change the nature or provision of the Services at any time. We may tell you about any such change by email or by posting details on Our Website.

4.9 If we change the nature or provision of the Services, you may terminate this contract.

4.10 If a change we make in the provision of the Services, involves action on your part, and you do not take that action, we are entitled to terminate the Services to you without notice.

4.11 You may not share or allow others to use the Services in your name.

4.12 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted. Interruption to the Services for reasonable periods for maintenance or causes beyond our control is not a ground for repayment of money you have paid.

5 Conditions of Hire

5.1 You will ensure that all those people participating in the activity of canoeing are aware that they enter into this activity at their own risk. We are not responsible for the conditions on the river or the physical characteristics of the terrain that may be a hazard to you or your party. You are expected to take care and precautions whilst on the river and use your own judgment to minimize the risk to you from hazards on the river. We will provide advice on issues of safety before you or members of your party enter the water. We will provide you with regularly maintained and serviced equipment for your use.

5.2 You will ensure that all people carried in any canoe that forms part of Your Booking comply with the following conditions:

5.2.1 No person under 18 will be unsupervised at any time, each canoe must have an adult (18+).

5.2.2 All people in a canoe will wear a fastened and correctly fitted buoyancy aid at all times.

5.2.3 No person under 5 years of age will be carried in or on a canoe.
5.2.4 Any person 13 years of age or younger will be supervised by an adult on a ratio of 1:1.
5.2.5 No person under 15 kgs or with a chest measurement below 53cm (21 inches) will be carried in or on a canoe.
5.2.6 No person will disturb any wildlife, wildfowl or livestock.
5.2.7 No person with a chest measurement greater than 54 inches (unless they supply their own properly fitted and maintained buoyancy aid or life jacket) and no one person over 130 kgs in weight can be carried in a canoe.
5.2.8 No person will be carried in or on a canoe that is under the influence of alcohol or drugs.
5.2.9 Alcohol will not be consumed in or on any canoe. Alcohol is not to be transported in any canoe or minibus.
5.2.10 All people contained in your booking can swim a distance of 25 metres in clothing, otherwise to be accompanied 1 to 1 with a swimmer who can.
5.3 You will ensure that all people carried in any canoe that forms part of your booking who are affected by a physical, behavioural or mental condition or illness (this includes but is not limited to: pregnancy, loss of limb, immobility, heart disease, diabetes, asthma, allergy, epilepsy) have sought medical advice and that you have informed us in writing and are doing so at your own risk. 5.4 You will ensure that all people carried in any canoe that forms part of your booking who have an impairment of sight or hearing likely to affect safety have sought expert advice and that you have informed us in writing using our medical declaration form including any advice given prior to the trip.
5.5 Upon your return to our operating location you will pay for the replacement of any equipment supplied as part of the hire agreement that is damaged (save for fair wear and tear), or is not returned on the day of the termination of the hire period plus any delivery or carriage charge incurred in its replacement.

6 Cancellation and Change of Booking
6.1 The Distance Selling Regulations do not provide for cancellation of a contract for leisure services. Accordingly, you do not have a right to cancel this contract. Notwithstanding the Distance Selling Regulations, We, will at our discretion, allow cancellation of your Booking in the following circumstances and You will pay the following amounts.
6.1.1 Bookings cancelled by you within 14 days of the Booking date will receive no refund and You will pay in full the amount of the Charge contained in Your Booking unless it is a Bank Holiday or Bank Holiday weekend (see 6.1.4 below for Bank Holiday cancellation charges).
6.1.2 For Bookings cancelled by you more than 14 days of the Booking Date You will pay 20% of the full amount of the Charge contained in Your Booking unless it is a Bank Holiday or Bank Holiday weekend (see below for Bank Holiday cancellation charges).
6.1.3 For Bookings on a Bank holiday or Bank Holiday weekend that are cancelled by you within 14 days of the Booking date no refund will be given. For bookings cancelled within 28 days but more than 14 days of the Booking Date You will pay 50% of the amount of the Charge contained in Your Booking.
6.2 We reserve the right to cancel or curtail a booking or exclude individuals from a party who fail to meet the conditions of section 5 above; or when, for whatever reason, having considered the condition or behaviour of a person it is not in our opinion safe to do otherwise.
6.3 In the event that You wish to bring a Booking forward We will make no Charge to change the Booking (subject to their being availability to bring Your Booking forward). Charges will be applied to the Booking as those applicable at the time of the change to your Booking as if it were a new Booking. You will pay any additional Charges that may apply following that change. We will refund to You any saving in Charges that may also arise from any changes. Any changes are subject to Our acceptance and we reserve the right not to accept any change.

6.4 If You wish to postpone your Booking this will be done out our discretion, subject to their being availability to postpone Your Booking to your requested date. Charges will be applied to the Booking as those applicable at the time of the change to your Booking as if it were a new Booking. You will pay any additional Charges that may apply following that change. We will refund to You any saving in Charges that may also arise from any change. Any changes are subject to Our acceptance and we reserve the right not to accept any change.

6.5 In the event that You fail to present yourself at the required time for the fulfilment of your Booking We will treat your Booking as cancelled and it will be treated in the same way as a cancellation outlined in 6.1.1 above.

6.6 This section does not affect your rights in the event that you have a genuine and valid complaint about the way We have provided Services to you.

7 Dissatisfaction with Our Services

7.1 Our most important task is to ensure your absolute satisfaction. We will always strive to reach that target. However, we acknowledge that mistakes are made occasionally. This paragraph covers that possibility. If you are not wholly satisfied with Our Services, please tell us at the earliest opportunity:

7.1.1 exactly why you think we have failed;

7.1.2 the date, if relevant, of the failure;

7.1.3 when and how you discovered the failure;

7.1.4 the result of the failure;

7.1.5 your suggestion as to action we should take to resolve the situation and restore your faith in us.

7.2 To do this, it is essential that you contact us by email at the Contact Point on Our Website.

8 Disclaimers

8.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Services, at any time and without advance notice.

8.2 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.

8.3 We give no warranty and make no representation, express or implied, as to:

8.3.1 the adequacy or appropriateness of the Services for your purpose;

8.3.2 the truth of any Content on Our Website published by someone other than us;

8.3.3 any implied warranty or condition as to merchantability or fitness of the Services for a purpose other than that for which the Services are commonly used;

8.3.4 compatibility of Our Website with your equipment, software or telecommunications connection.
8.4 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.

8.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Services.

8.6 In any event, including the event that any term or condition or obligation on our part (“Implied Term”) is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the Services you have purchased.

8.7 The above two sub paragraphs do not apply to a claim for personal injury.

9 System Security

9.1 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.

9.2 You may not use any software tool for the purpose of extracting data from Our Website.

9.3 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

10 Confidential Information and Intellectual Property Rights

10.1 You agree to keep safe the Confidential Information and not to disclose or make available for disclosure to any person, any part of it.

10.2 We will defend the intellectual property rights in connection with our Product and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).

10.3 We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.

10.4 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.

10.5 You may not use our name or logos or trade marks or any other Content on any website of yours or that of any other person.

11 Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers’ fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

12 Miscellaneous provisions

12.1 When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.

12.2 Where we provide goods or Services without specific Charge to you, then it (or they) is deemed to be provided free of Charge, and not to be associated with any other goods or service for which a
Charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or service.

12.3 Nothing in this agreement or on Our Website shall confer on any third party any benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.

12.4 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

12.5 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

12.6 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

12.7 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control.

12.8 This Agreement shall be governed by and construed in accordance with the law of England. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.