

These Terms and Conditions apply in place of, and prevail over, any Terms and Conditions contained or referred to in any communication from the customer or implied by custom or practice. Other Terms and Conditions are expressly rejected by New Forest Activities Limited. Battlefield LIVE, New Forest and Liquid Logistics are trading brands of New Forest Activities Limited, hence these terms and conditions apply equally to all bookings thereof.

1. General Bookings (including courses and individuals)

- a. The contract shall be formed when New Forest Activities Limited acknowledge acceptance of the customer's booking and have received the required payment.
- b. Group bookings of less than eight must confirm their activities by full payment.
- c. Participation in adventurous activities entails some risk of injury. All staff employed to run activities for New Forest Activities Booking Centre Limited are trained and appropriately qualified to run activity sessions and act in order to limit the risk of injury. Participants must however acknowledge the inherent risks and act in their own best interests.
- d. Places on advertised paddle sport courses and coaching awards will be confirmed by New Forest Activities Limited on receiving full payment.
- e. Any customer under the age of 18 years must have the explicit permission of his/her parent or guardian before being able to take part in any activity/course offered by New Forest Activities Limited. The parent or guardian need to be aware and accept the risks involved in adventure activities and satisfy them accordingly.
- f. All bookings are on the basis that the customer will, at all times, observe the safety regulations set by the Activity provider.
- g. All information is produced in good faith and it is accurate at the time of going to press only.

2. Social Group Bookings (8+ individuals)

- a. Provisional bookings must be confirmed by payment of a 50% non-refundable deposit.
- b. Full payment is required 2 weeks before the date of activities.
- c. In the event that the balance is not paid New Forest Activities Limited will have the discretion to treat the booking as cancelled by the customer.
- d. Should a booking be made within 2 weeks of the date of arrival, the whole fee is required at the time of booking.

3. Corporate / Education & Residential Group Bookings (8+ individuals)

- a. Provisional bookings must be confirmed by payment of a 50% non-refundable deposit.
- b. We will invoice for all participants confirmed at the time of booking. If further participants are added, they will be invoiced with the final balance payment.
- c. Other than account customers, full payment is required 2 weeks before the date of activities. Invoices issued may constitute payment by agreement and providing deposits have already been paid in good time. Invoices are to be settled within 14 days (interest will be added to overdue payments). Deposit invoices not settled in good time may result in the release of the booking/session/activities currently being held.
- e. In the event that the balance is not paid New Forest Activities Limited will have the discretion to treat the booking as cancelled by the customer.
- f. Should a booking be made within 2 weeks of the date of arrival, the whole fee is required at the time of booking.

4. All Fees Including Credit Cards

- a. Cheques should be made payable to "New Forest Activities Ltd" (unless otherwise instructed). Payment should be sent to: New Forest Activities, The Old Forge, Beaulieu, Hampshire. SO42 7YA. Balance payments must be received prior to confirmation as no reminders will be sent.
- b. The credit/debit cards accepted are: Visa, Mastercard, Switch, Delta & Solo.
- c. Payments of £100 or more that are paid with a company/business Credit Card will be subject to a 2% surcharge, this charge is in line with our banking fees.
- d. There is no charge for personal credit cards.

5. Cancellation by the customer

- a. All cancellations must be made by telephone (no answer phone messages will be accepted) or in writing sent either by post or email. New Forest Activities Limited will acknowledge a cancellation within 5 days of receiving it. Until the customer has received confirmation the original booking remains valid.
- b. Late arrivals and no shows constitute as a cancellation and will be treated as such. No refunds or re bookings will be given.
- c. The customer will be charged on the following basis:
 - i. Cancellations made with more than 2 weeks' notice can expect a full refund (where activity has been paid by card, cheque or cash). Activities booked by vouchers, Tesco tokens or other third parties, please contact the booking centre for further information regarding cancelling. **Group bookings are an exception to this, as non-**

refundable deposits apply. Bookings subject to this criteria are dealt with at the discretion of New Forest Activities Limited.

- ii. All bookings and courses - 50% of the total fee where cancellation takes place within two weeks (14 days) of the booked date
- iii. All bookings and courses - 75% of the total fee where cancellation takes place within one week (7 days) of the booked date.
- iv. All bookings and courses - 100% of the total course fee where cancellation takes place on or after the commencement date of the course.
- v. Changing course or activity dates within 2 weeks of original date booked will result in an administration fee of £25 being charged.
- vi. Any refund disputes, please refer to complaints procedure.

6. Cancellation by New Forest Activities Limited

- a. Whilst every attempt is made to ensure that courses/activities run, New Forest Activities Ltd may at times need to cancel due to dangerous and/or unsuitable conditions for the course/activity. In this circumstance we shall inform the customer as soon as is feasibly possible.
- b. New Forest Activities Limited shall notify the customer of cancellation of courses not less than five days prior to the commencement of the course where numbers as a result of either customer(s) cancellation or booked numbers have failed to reach a workable minimum.
- c. In the event of a cancellation by New Forest Activities, customers will be offered the choice of a full refund of the fee paid, vouchers to the same value or another booking on a different date.

7. Complaints procedure

Please notify the office in the first instance either via email or phone should you not be entirely happy with your experience. You will be sent a complaint form to be completed, which in submission will be passed onto the office manager. The office manager will aim to be in touch within 3 working days. This is also the procedure to request/dispute refund decisions. No complaint/refund will be considered without the completion of this form.

8. Photographs

- a. From time to time photographs taken on activities and courses may appear in brochures and promotional material. If customers do not wish to be photographed, please raise this with the course leader at the time.

Dietary Requirements

- a. If you are being catered for any special dietary requirements must be advised at the time of booking. New Forest Activities Limited and their suppliers cannot accept responsibility for not being able to deliver special dietary needs at short notice.

Safety Regulations

- a. Adventurous outdoor activities take place in various natural environments where there are natural hazards and risks to manage. Every effort will be made by staff to provide realistic training in a safe manner. Customers participating in courses are expected to comply with all safety guidance and instructions given by the provider of activities and its staff.

Unruly behaviour

- a. Behaviour that disrupts the smooth running of an event may result in the disruptive customer(s) being excluded. Any damage caused to property or equipment as a result of unruly behaviour will be charged for.
- b. No person should be under the influence of alcohol before or during the activities. If a person is found to be under the influence of alcohol it will be at the discretion of the instructor whether this person will be able to take part in the activity. No monies will be refunded if the person does not take part.

Personal Property

- a. Property belonging to the customer is at all times the responsibility of the customer unless any loss or damage is due to the negligence of the activity provider.

100% Satisfaction Guarantee

Our satisfaction guarantee gives you the confidence to book, knowing that you'll be refunded if for some reason we let you down. If you are not fully satisfied with your experience, you need to let us know in writing and then providing our full terms and conditions have been adhered to, we will refund you for your activity.

To find further information about this please click on the below link:

<https://www.newforestactivities.co.uk/satisfaction-guarantee/>