

Avon River Activities – Booking Conditions

Avon River Activities (ARA), formally known as Bonkers Activities (BONX), operate a range of paddleboarding, watersports and training activities and hire of equipment on the river. ARA operate from 2 main bases, the Pershore Riverside Centre, and in Evesham and working with the Avon Navigation Trust, at the Lock island and in Abbey Park. Activities also take place at other sites on demand. These terms and conditions apply to all activities organized by ARA.

Booking Terms and Conditions

1. Booking and Payment

1.1 All bookings are subject to these terms and conditions; and these terms and conditions shall constitute the entire agreement between you ('the Customer' also referred to as a 'Participant') or the person making the booking on your behalf, and Avon River Activities (ARA, 'we' 'centre'). Payment of deposit or balance for an activity indicates acceptance of these terms. Email confirmation, booking onto a specific date also indicates acceptance of these terms.

1.2 Bookings enquiries can be provisionally made by telephone, but can only be confirmed by email and upon receipt of a deposit (where the total fee is more than £100) or full payment. The deposit is 50% of the full course fee

1.3 The final balance should reach ARA no later than 14 days before the start of the activity.

1.4 Payments are usually made by bank transfer (BACS). Payments can also be made in person by cash if required. We can accept cheques from organisations, but not personal cheques.

1.5 For bookings made by organisations, an official purchase order or other written document against which we can raise an invoice may be acceptable in lieu of full advance payment.

1.6 Payment of invoices is strictly 30 days from date of invoice. No activities will take place unless full payment has been received, and full payments are always due no later than 14 days prior to the activity date. We reserve the right to charge statutory interest on late payments (8% plus the Bank of England base rate), and debt recovery costs if proceedings are taken against you.

2. Cancellations/transfers by ARA

2.1 Every attempt will be made to ensure courses run as scheduled. However, ARA reserves the right to:

2.1.1 Cancel a course at any time should the numbers fail to reach a viable minimum;

2.1.2 Cancel or curtail any course at any time due to unsuitable conditions, forecast or prevailing weather conditions, river levels, or due to any other factors beyond our control. All parties need to be aware that these variables can result in the sessions having to be cancelled for safety reasons close to, or even on, the day of the session.

2.1.3 Cancel a course for any other reason upon giving the Customer not less than 14 days notice.

2.1.4 In the event of ARA having to cancel, we will endeavor to offer a suitable alternative course which may include other activities/venues or alternative dates, but if unable to do so or the alternative course offered is unacceptable to the customer a full refund will be made for all cancelled sessions, calculated pro rata where applicable.

2.2 ARA shall have no liability arising from cancellation other than as set out in clause 2.1 above.

3. Cancellations/transfers by the Customer

3.1 If you need to cancel or transfer please contact us immediately, and we may then request confirmation in writing.

3.2 For group bookings (more than 1 person) Full payment, or a deposit (of at least 10%), is required at the time of booking. Due to the limited number of dates available for group sessions, the high demand, and the need to secure the time slots, these deposits are non-refundable.

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3.3 Should you cancel an individual booking, the following scale of charges will apply:

- Cancellation more than 30 days before the course starts – full amount refunded, less a £15 admin fee.
- Cancellation between 15 and 29 days before course starts – Full 50% deposit withheld, or payable.
- Cancellation 14 days or less before the course starts – 100% of course fee is chargeable. It is not possible to cancel or change your booking, or for any kind of refund, with less than 14 days notice.

4. Insurance and loss of property

5.1 ARA will only accept liability for loss, damage or injury resulting directly from the negligence of ARA, its servants or agents.

5.2 We must be notified of lost property within 2 weeks, as any items found are disposed of after this period.

5. Physical Fitness/Swimming ability

5.1 The activities offered can be physically demanding. In submitting a booking you are representing that you, or the person on whose behalf you are submitting the booking, have an adequate level of fitness for the activities to be undertaken.

5.2 Everyone taking part in a water based activity unable to swim 25 metres in light clothing must inform ARA before the activity.

5.3 If there are multiple non-swimmers, or physical and/or learning disabilities within a group, a higher instructor to student ratio may be required. As a result a higher course fee may need to be charged.

6. Safety

6.1 Safety is of paramount importance on all ARA courses, but all participants and their parents and guardians must acknowledge that water sports can be hazardous by their nature and accept the risks of participating in the same.

6.2 All participants must comply at all times fully and promptly with all safety regulations and instructions issued by ARA, its staff and or its instructors.

6.3 Participants must not do anything (or omit to do anything) which may cause damage or loss to the property or facilities of Bonx or other participants or cause nuisance, annoyance, disturbance, inconvenience or injury to any other persons on the premises or members of the public.

6.4 Any willful or negligent damage to centre property will be charged for.

6.5 ARA reserves the right to terminate the use of Centre facilities of any person(s) whom it reasonably considers to be in breach of these conditions and such persons may be required to leave the Centre's property forthwith. No refunds will be made in this event, and ARA will not accept liability for any expenses, claims, losses or costs incurred as a result of such termination.

7. Medical declarations

7.1 If you have a medical condition or illness, including but without limitation to; pregnancy and heart conditions, back conditions, previous injuries, or any condition which may affect your ability to take part, you must disclose this on your consent form, and seek the advice of your doctor before submitting your booking.

7.2 You must also indicate upon booking if you have any disability or special requirements of which we may reasonably need to be aware.

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8. Under 18 Participants

8.1 All persons under the age of 18 years ('Under 18's') will require a consent form to be completed by a parent or guardian before being allowed to participate on a course.

8.2 We cannot accept responsibility for Under 18's until the course start time; and they must be picked up promptly at the course finish time.

9. Errors and Omissions

9.1 Whilst every effort is made to ensure the accuracy of the Centre's publicity information, ARA does not accept liability for any errors, inaccuracies, or omissions therein, and reserves the right to alter course prices, times or dates at any time. Please check all facilities and prices before making your booking.

9.2 You will be informed of any relevant changes when your booking is processed and will be given the opportunity to cancel your booking at that time without penalty if you wish.

10. Data Protection/Privacy

10.1 The information you have supplied will be treated in accordance with the provisions of the Data Protection Act 1998 and the GDPR changes in 2018. ARA have a dedicated Privacy Policy and Privacy statement that can be found on the website.

10.2 We may take photographs of participants for publicity purposes, including reproduction on our website, and in submitting your booking you are indicating your consent to the same, unless you indicate otherwise on the booking form.

11. Vouchers

11.1.1 All the above terms and conditions apply to participants redeeming vouchers.

11.1.2 Vouchers are issued with an expiry date that cannot be altered.

11.1.3 When the recipient of the voucher contacts ARA, via email so it is recorded, and books onto a specific date, this then indicates acceptance of these terms.

11.1.4 If the voucher holder wishes to change the date of their activity, this must be done with over 14 days' notice prior to the initially booked date. Voucher holders can use this option to change dates ONLY ONE TIME.

11.1.5 Vouchers are not exchangeable, transferable or refundable.

