



## Corporate Events Booking Terms & Conditions

### 1. General Issues

1.1 These booking Terms and Conditions apply to the booking of Go Ape Corporate Events packages (The "Event"), incorporating the Go Ape Tree---Top Adventure and, or Go Ape Forest Segway and, or Go Ape Forest Biking (the "Activities"), at the location set out in the Go Ape quote or confirmation pack.

1.2 These Booking Terms and Conditions contain important information concerning participation by you and members of your group and, accordingly, you acknowledge and agree that you shall ensure that all members of your group are aware of and accept these Booking Terms and Conditions.

1.3 No variation to these Booking Terms and Conditions shall be binding unless agreed in writing by Go Ape

1.4 Any typographical clerical or other error or omission in any booking confirmation or other documentation issued by Go Ape (including any electronic documentation) shall be subject to correction without any liability on the part of Go Ape

1.5 Go Ape reserves the right to make changes to your Event and the Activities whether to conform to any applicable safety or other statutory requirements or otherwise.

### 2. Booking Process – Reservation & Confirmation

2.1 To book a Go Ape Event, contact the reservation line on 0845 643 9314 and request a quote, or visit the Go Ape website at [www.goape.co.uk](http://www.goape.co.uk) and fill in the online request form. Go Ape aims to provide quotes within 2 working days of receipt of a request. The quote will be returned to you by email if possible or by post if not, with a unique quote reference number.

2.2 All quotes are subject to availability and availability will only be checked once Go Ape has received your verbal or written booking request.

2.3 Quotes will only be valid for a fixed period of time and may be withdrawn at any time prior to Go Ape confirmation of the booking. Prices quoted shall remain valid for such periods as shown on the first page of the quote form or as otherwise specified in writing. Unless stated the validity of prices quoted shall be as follows:

<u>Date quote provided</u>	<u>Validity of quote prior to the Event</u>
91 – 180 days	One month
31 – 90 days	One week
15 – 30 days	Three days
14 days or less	Secured only by immediate payment in full

2.4 To secure a booking – call or email your Go Ape Events Co---ordinator and quote your reference number. A 25% deposit will be required, details of which will be found on the quote form. For Payment Terms, see clause 3 below.

2.5 Failure to send the deposit will result in any provisional bookings being cancelled after the five day holding period. If the Event is within 14 days of booking, then full payment will be required to secure the booking.

2.6 Once Go Ape has confirmed availability and received your deposit, Go Ape will send to you a Booking Confirmation and Receipt of payment. You should contact Go Ape within 7 days to advise of any errors in the confirmed reservation or the invoice (or within 24 hours if the Event falls within 14 days).



2.7 The invoice will show the details of your booking, paid amounts and (where applicable) the date on which the balance of the payment is due. Full payment must be received for every reservation at least 10 working days prior to the Event. Please note that Go Ape doesn't always email or call with reminders for the balance payment. Therefore it is important to ensure your payments reach Go Ape on time. Go Ape reserves the right to cancel bookings where the balance is outstanding less than 10 days prior to the Event.

2.8 Event bookings cannot be accepted where notice is received 7 days or less prior to the Event.

### 3. Prices & Payment

3.1 Prices quoted are in pounds Sterling and exclude VAT, which will be added to these prices at the rate applicable on the date of the Go Ape Invoice. Prices will be calculated and quoted per member of your group, although the outstanding balance will be the total aggregate outstanding balance for all members.

3.2 Payment can be accepted by one of the following methods:

- a) By cheque, made payable to Adventure Forest Ltd T/A GoApe and posted to the below Address,
- b) By Direct Bank Transfer using the bank details below,
- c) Card payments can be made directly with your Events Co-ordinator over the phone.

Address:

Banana HQ,  
The Drift,  
Fornham St Martin,  
Suffolk,  
IP31 1SL

Our bank details for direct bank transfers:

Bank: Clydesdale Bank  
Account Name: Adventure Forest Ltd  
Account No: 30157724  
Sort Code: 82-60-13  
IBAN: GB83CLYD82601330157724  
BIC: CLYDGB21028.

***Please ensure your Quote Ref Number accompanies all forms of payment.***

3.3 Any refunds due will be made to the same credit or debit card on which payment was made or, if the card has subsequently expired, by cheque.

### 4. Safety

4.1 The Activities comprise a challenging tree-top course and participation is not without risk as a fall could be fatal. All participants will receive detailed safety training from an instructor and no participant will be allowed to participate until he or she has demonstrated to the satisfaction of the Go Ape instructors that he or she is competent to do so.

4.2 Go Ape reserves the right to refuse admittance to, or to remove a participant from, the Activities should it deem it necessary to do so. This includes a participant who does not comply with the safety rules and advice and the safety system or who is deemed to be under the influence of alcohol or drugs.

4.3 After the safety briefing participants will not be directly supervised by an instructor. A participating adult must accompany under 18 year olds. One adult is permitted to supervise a maximum of two under 16 year olds (plus an additional three 16 to 17 year olds). Participating adults must sign a Risk Acknowledgement and Disclaimer ([Segway, Tree Top](#)), stating that he or she will accept responsibility for the safety of himself or herself and for the supervision of children in his or her care.

4.4 All participants undertaking in the Tree Top Adventure must be reasonably fit and healthy, a minimum of 4ft 7 inches/1m 40cm, at least 10 years old and must weigh less than 20.5 stone/130kg. Anyone who does not meet these



requirements will not be allowed to undertake the Activities. It is your responsibility to ensure that all members of your party meet these requirements.

4.5 All participants undertaking in the Forest Segway Adventure must be at least 10 years old, must weigh over 7 stone/45kg and must weigh less than 19.5 stone/125kg to ensure the Segway gyroscopes keep their balance. Anyone who does not meet these requirements will not be allowed to undertake the Activities. It is your responsibility to ensure that all members of your party meet these requirements.

4.6 All participants are required to wear a safety harness provided by Go Ape and fitted by an instructor. Larger or smaller framed participants may be required to wear an additional chest harness for safety reasons.

4.7 The Activities are physically demanding and require a degree of agility, strength and stamina. If participants are in any doubt as to whether they should attempt the Activities they are advised to walk the course before booking. If participants have medical concerns they are advised to consult their doctor in advance. Participants will be required to certify that they do not suffer from any medical condition which would make it more likely that they would be involved in any incident which could result in injury to themselves or others. Due to the physical nature of the Activities Go Ape recommends that pregnant women should not take part. Pregnant women will be required to sign a disclaimer confirming that they are aware that there are risks to them and their unborn child and that participation in the Activities is at their own risk. (See Risk Acknowledgement and Disclaimer – [Segway, Tree Top](#))

4.8 Participants need to be able to see long distances in order to be able to complete the course and to supervise any under 18's in their care. Consequently, short or long sighted participants must ensure that they wear contact lenses or prescribed glasses.

4.9 All participants are required to act responsibly and courteously at all times and to respect other participants. Go Ape shall be entitled to prevent any person from undertaking or completing the Activities in the Event it deems the behaviour of any participant unsuitable.

4.10 Participants must be dressed appropriately (see clause 5) and Go Ape reserves the right to refuse admittance to the Activities to any participant who is not appropriately dressed.

4.11 The Activities will remain open in most weather conditions (except in circumstances of gales, lightning, heavy ice or snow).

4.12 No refunds or compensation will be payable by Go Ape in the event that any participant is not permitted to, or decides not to undertake or complete the Activities, for the reasons set out in this clause.

## **5. Clothing**

5.1 It shall be the responsibility of all participants to ensure that they are dressed appropriately and Go Ape advises participants to wear clothing appropriate for the weather conditions and which they do not mind getting damaged. In particular the following restrictions shall apply:

- (a) Participants may not undertake the Activities in sandals or slip-off shoes (ankle-supporting boots are best),
- (b) Long hair must be tied back,
- (c) Waists must be covered and piercings removed or taped over for comfort.

5.2 Go Ape will not be responsible for any damage to or loss of clothing or other personal items of persons resulting from participation in the Activities.

## **6. Arrival times at site**

6.1 All times specified in your Confirmation Pack apply to your event day unless agreed and confirmed in writing, including emails by the Corporate Events Team.

6.2 Please remember the conference room option may be held off-site – details of location will be provided in information pack sent after final payment is received in full by Go Ape.



6.3 It is essential for participants to arrive in time for the Event, as the course has limited capacity and delays to the start of the Event will not be accommodated, to prevent impact on participants later in the day.

6.4 If participants miss start times due to reasons outside their control (for example delays caused by bad traffic), then it will be at the discretion of the Go Ape site manager, as to whether he/she is able to re-accommodate the late arriving participant into course instruction and participation. No refunds or part-refunds will be made for late arriving participants in the event this is not possible.

## 7. Making Changes to your Event

7.1 We are happy to accommodate up to three changes to your event once your booking has been confirmed, however any further changes will incur an admin fee of £10 per change.

7.2 In the event of any request to reduce the number of participants to less than 10 any acceptance of such request by Go Ape shall be subject to the entitlement of Go Ape to charge on the basis of a minimum number of 10 participants (regardless of whether the number of participants attending the Event is less than 10).

7.3 Final numbers for the group must be agreed by time of final payment, which is 10 working days prior to Event. You shall not be entitled to any refund in respect of any reduction in numbers after this time. Go Ape will endeavour to accommodate additional participants (at extra cost) after this time but cannot guarantee that it will be able to do so.

7.4 Go Ape shall endeavour to accommodate any request for changes to the Event received up to 10 working days prior to the Event and shall advise you of any alteration to the price as a consequence of such changes. No request for changes will be accepted after such date.

7.5 If you wish to change the dates for the Event, Go Ape shall re-schedule the Event at no additional cost (subject to availability) if numbers and the activity choice remain unchanged and subject to the re-scheduled Event taking place within the same calendar year within which the Event was booked. Dates cannot be changed within 10 working days of the original Event date. A full 25% deposit will be required for the new date to secure the booking.

7.6 All requests for cancellation or changes need to be made to Go Ape in writing (including emails). If by post please allow 72 hours for notification to be received. If by email please allow 48 hours for notification to be received. Deposits are non-refundable unless otherwise provided in these Booking Conditions.

## 8. Cancelling your Event

8.1 In the event you wish to cancel the booking, you must write immediately to Go Ape. Verbal cancellations will not be accepted. A cancellation is not effective until a copy of your letter is received by Go Ape. To cover Go Ape's estimated loss caused by the cancellation the following cancellation charges apply: Period before Event within Cancellation charge per person which written cancellation Expressed as % of total is received by Go Ape delegate amount

28 days +	25% (i.e. the deposit)
14 – 28 days	50%
1 – 14 days	100%

8.2 On receiving notice of your cancellation Go Ape will make reasonable endeavours to cancel any third party expenses incurred in relation to your booking. You will remain liable to pay Go Ape the full cost of any such non-refundable expenses.

8.3 Any parking charges paid by you to Go Ape are fully refundable in the event of cancellation prior to arrival on site.

## 9. If Go Ape cancels or changes your Event



9.1 It is unlikely that Go Ape will have to make alterations to your Event but, as arrangements are planned many months in advance, Go Ape reserves the right to make changes, or, in certain circumstances, cancel your event. Most changes are of a minor nature and Go Ape will advise you at the earliest possible date. Occasionally, Go Ape may have to make a "Major Change" which is defined as follows:

- a) Cancellation of the Event
- b) Change of activity selection at your selected specific site
- c) Change of Event timings by more than one hour
- d) Change of site selected for Event
- e) Any significant reduction or modification of advertised facilities at your selected site

9.2 If Go Ape has to make a Major Change Go Ape will inform you as quickly as possible. If there is time to do so before your recommended arrival time (and except in the circumstances set out in clauses 9.3 and 13), Go Ape will offer you the choice of the following options:

- a) Accept the changed arrangements, or
- b) Purchase an alternative Event/day from Go Ape of a similar standard to that originally booked if available (if the chosen alternative is less expensive than your original one, Go Ape will refund the difference but if it is more expensive, Go Ape will ask you to pay the difference), or
- c) Cancel your Event and receive a full refund of all monies you have paid to Go Ape.

Please note that the above options are not available where any change made is a minor one. Go Ape reserves the right to make changes to the Go Ape course and activity whether to conform to any applicable safety or other statutory requirements or otherwise.

9.3 In the event it proves necessary to close the Activities for reasons beyond the control of Go Ape e.g. in inclement weather, and in circumstances where your party has commenced participation in the Activities, you shall not be entitled to any refund (in part or in whole). In such circumstances Go Ape may, but shall not be obliged to, offer alternative dates or times at reduced rates.

## **10. Compensation**

If Go Ape has to make a Major Change one week or less before the date of the Event Go Ape will also pay you compensation of £10 per group member, subject to exceptions outlined in Clause 12.

## **11. Exceptions**

Compensation will not be payable, and no liability beyond offering the above mentioned choices, can be accepted where Go Ape are forced to make a change as a result of unusual and unforeseeable circumstances beyond Go Ape's control, the consequences of which Go Ape could not have avoided even with all due care, (see Force Majeure). In all cases, Go Ape's liability for Major Changes is limited to offering you the above mentioned options and, where applicable, compensation payments. Go Ape regrets that it cannot pay any expenses, costs, or losses incurred by you as a result of any change. No compensation is payable for minor changes.

## **12. Force Majeure**

Compensation will not be payable if Go Ape is forced to cancel or, in any way change, your arrangements due to war, threat of war, industrial dispute, riots, civil strife, political unrest industrial dispute, terrorist activity, natural or nuclear disasters, fire or adverse weather conditions, epidemics, theft, quarantine, medical or customs regulations, technical and administrative problems with transport, closure of airports & train stations, breakdown with machinery and equipment, water shortages or other unusual and unforeseeable circumstances beyond Go Ape's control which could not have been avoided.

## **13. Go Ape's Liability to You**



- a) Go Ape warrants that the services comprised in the Event will be performed with reasonable skill and care and in accordance with the contract.
- b) Subject to the terms of these Booking Conditions, Go Ape's liability hereunder (except in respect of death or personal injury caused by Go Ape's negligence) for any delay in performing or any failure to perform any of Go Ape's obligations shall be limited to the payment of compensation as provided herein or a refund of payments made. Any refunds as payments of compensation are subject to you having first taken all reasonable steps to notify Go Ape's staff or the supplier at the Event and given Go Ape the opportunity to rectify the problem.
- c) Go Ape cannot accept responsibility for death, injury or illness caused during your Event unless it is proved this is due to negligence or omission of Go Ape's employees, agents, suppliers or subcontractors whilst carrying out the course of their duties on Go Ape's behalf. Nothing contained herein is intended to or shall it limit Go Ape's liability for death or personal injury arising from Go Ape's negligence.
- d) Go Ape's liability for any claim (other than our legal liability for loss of or damage to your personal property, personal injury, illness and or death) will be limited to the cost of your event.
- e) Go Ape warrants that it has taken all reasonable and proper steps to ensure that the suppliers of the various services, which will be provided to you as part of your Event, are safe and reputable businesses and that they comply with the local and national laws and regulations which apply to the service they provide.
- f) Personal injury: If you and any member of your party suffers illness, injury or death and it is proved this is due to negligence or omission of Go Ape's employees, agents or suppliers, you must tell Go Ape or the supplier involved about your illness or injury whilst you are at Go Ape's site and write to Go Ape within three months with details

#### **14. Your commitment to Go Ape**

All matters arising out of these Booking Conditions are governed by English Law and subject to the jurisdiction of the courts of England & Wales.

#### **15. Complaints about your Event**

Go Ape appreciates that, in spite of every effort that it puts into make sure that you have a trouble free enjoyable Event; things from time to time go wrong. If you have a complaint you must inform Go Ape's staff or hosts immediately. They will do their utmost to resolve the problem as soon as possible. In the unlikely Event that a satisfactory solution is not found and you wish to bring the matter to Go Ape's attention, please write to the Go Ape head office detailing in full the nature of the complaint, and your booking and contact details within 28 days of the Event. This will allow Go Ape to investigate your complaint efficiently and effectively.

#### **16. Data Protection**

16.1 Occasionally in order to process your Event booking with Go Ape and to ensure that your Event arrangements run smoothly and meet your requirements, Go Ape needs to collect from you, hold and use certain personal information relating to you and all your members of your group. This includes as appropriate your company's/organisation's or an individual's name, address, telephone number, email address, credit card or debt card number, card expiry date and activity requirement or other information relating to your company's or organisation's Event group booking. In making this booking you are consenting on behalf of all members of your group to Go Ape passing on certain personal information to companies, organisations and third parties in order to process your Event group booking.

16.2 Go Ape may contact you and members of your group (either directly or through our authorised direct marketing agents) from time to time with details of its products, services or special offers or other information Go Ape think you and members of your group may find interesting and may pass data to selected third parties for marketing purposes. However, Go Ape will not pass any sensitive personal information (as defined in the Data Protection Act 1998) collected from you to companies, organisations or selected third parties that are not part of your Event arrangements.

16.3 If you or members of your group do not wish your personal information to be used for direct marketing purposes please tick the box on the Risk Acknowledgement and Disclaimer you and members of your group will be required to sign before participating in the Event.

16.4 Go Ape may be required to provide information by law as permitted by the Data Protection Act or by a legal authority recognised by the European Union.



16.5 For your protection Go Ape is registered under the Data Protection Act 1998 and have given all appropriate notifications to the Information Commissioner.

16.6 If you have not previously objected to Go Ape using your personal information for direct marketing purposes, you may change your mind at any time by writing to our Data Protection Compliance Officer at Banana HQ, The Drift, Fornham St Marin, Suffolk, IP31 1SL or emailing us at [questions@goape.co.uk](mailto:questions@goape.co.uk).

16.7 You may request details of personal information that Go Ape hold about you under the Data Protection Act 1998. A small fee will be payable. This fee will not exceed £10 per data subject. If you would like a copy of the information held on you please write to Go Ape's Data Protection Compliance Officer at Banana HQ, The Drift, Fornham St Marin, Suffolk, IP31 1SL or email Go Ape at [questions@goape.co.uk](mailto:questions@goape.co.uk)

16.8 If you believe that any information Go Ape is holding on you is incorrect or incomplete, please write to our Data Protection Compliance Officer at Go Ape, Banana HQ, The Drift, Fornham St Marin, Suffolk, IP31 1SL or email us at [questions@goape.co.uk](mailto:questions@goape.co.uk). Go Ape will promptly correct any information which is found to be incorrect.

### **17. Risk Acknowledgement and Disclaimer**

These Booking Terms and Conditions incorporate Go Ape's Risk Acknowledgement and Disclaimer ([Segway](#)) ([Tree Top](#)), which you and each member of your Group will be required to sign before being allowed to undertake the Go Ape Activities. A copy of the Risk Acknowledgement and Disclaimer document can be accessed on Go Ape's website.