



## **Go Ape! Booking Terms and Conditions**

### **1. General Issues**

- a. These Booking Terms and Conditions apply to the booking of the Go Ape high ropes course (the 'Activities') and any ancillary products at the location set out in Go Ape's booking confirmation.
- b. These Booking Terms and Conditions contain important information concerning participation by you and members of your party and, accordingly, you acknowledge and agree that you shall ensure that all members of your party are aware of and accept these Booking Terms and Conditions.
- c. No variation to these Booking Terms and Conditions shall be binding unless agreed in writing by Go Ape.
- d. 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.
- e. Go Ape reserves the right to make changes to the Activities whether to conform with any applicable safety or other statutory requirements or otherwise.

### **2. Booking Confirmation**

- a. No booking shall be deemed to have been accepted unless accepted in writing by Go Ape (which shall include Go Ape's email confirmation of booking).
- b. These Booking Terms and Conditions incorporate Go Ape's Privacy Policy, and Risk Acknowledgement and Disclaimer. You and each member of your party will be required to sign the Risk Acknowledgement and Disclaimer before being allowed to undertake the Activities.
- c. You must advise Go Ape as soon as possible of any mistake in Go Ape's booking confirmation. Go Ape shall use its reasonable endeavours to ensure that you and your party's participation commences at the time booked and it shall be the responsibility of each participant to ensure that they arrive in sufficient time. Late arrivals may not be permitted to undertake the Activities and no refunds or compensation will be payable in such circumstances.

### **3. Safety**

- a. The Activities comprise a challenging high ropes course and participation is not without risk as a fall could be fatal. All participants will receive detailed safety training from an instructor.
- b. Go Ape reserves the right to refuse admittance to the Activities 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.

c. 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 where under 16 years old. Participating adults must sign a Risk Acknowledgement and Disclaimer stating that he or she will accept responsibility for the safety of him or herself and for supervision of children in his or her care.

d. All participants must be reasonably fit and healthy, a minimum of 4ft 7inches/1m 40cm, at least 10 years old and must weigh less than 20.5 stones/130kg. Please note this further information on weight and size restrictions. At Go Ape we operate with Petzl pandon harnesses as we believe they best suit our needs and health and safety requirements. The size of this harness dictates the size of customer that we can safely allow to participate on a Go Ape course. The maximum waist measurement of the harness is 110cm (43 inches) and the leg loops (which go around the top of your thighs) measure 70 cm (27 inches). If your statistics are close to or exceed these figures there is a possibility you may not fit in a harness and therefore will not be able to participate on the Go Ape course. (Waist measurements should be taken above the belly button; males weighing 18+ stone (115kilos,) and females size 18+ are likely to be in this category). If you have any concerns we advise that you visit a site at a time prior to your booking and speak to a member of the Go Ape staff. 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.

e. 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.

f. 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 who still wish to undertake the activities will be required to sign a disclaimer confirming that they are aware that there are risks to them and to their unborn child and that participation in the Activities is at their own risk. (see Risk Acknowledgement and Disclaimer).

g. Participants need to be able to see similar distances to those required to drive a car 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.

- h. 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.
- i. Participants must be dressed appropriately (see clause 4) and Go Ape reserves the right to refuse admittance to the Activities to any participant who is not appropriately dressed.
- j. The Activities will remain open in most weather conditions (but not in circumstances of gales, lightning, heavy ice or snow).
- k. 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.

#### **4. Clothing**

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

#### **5. Cancellations**

- a. You shall be entitled to cancel your booking subject to Go Ape receiving your request for cancellation at least 48 hours before the booked start time. Any requests for cancellation must be made by telephoning the booking line: 01603 895500. You shall be entitled to a full refund in the event of cancellation under this clause.
- b. Go Ape shall be entitled to cancel your booking at any time. In the event that Go Ape decides to cancel your booking it shall use its reasonable endeavours to notify you as soon as possible. You shall be entitled to a full refund in the event of cancellation under this clause but no other compensation shall be payable.
- c. In the event that it proves necessary to close the Activities for reasons beyond the control of Go Ape 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.



## **6. Group Bookings via Account Application Form**

a. In the event your booking is made via Go Ape's Account Application Form these Booking Terms and Conditions shall be subject to any special terms set out in the Account Application Form. In the event of any conflict between the terms herein and the terms set out in the Account Application Form the latter shall prevail.

## **7. Price and Payment**

a. Subject to any terms agreed in writing between Go Ape and you, our charges shall be calculated at our current rates and payment in full shall be due at the time of booking. The charges include the cost of purchasing the Activities. Payment may be made by debit or credit card either on line or by contacting the booking line: 01603 895500.

## **8. Refunds and Amendments**

- a. Payments made by debit or credit card will be refunded to the same card or, if the card has subsequently expired, by cheque. Payments made by Gift Voucher will be refunded by the issuing of a replacement Gift Voucher to the same value.
- b. Where multiple forms of payment are used, Go Ape reserves the right to refund any monies due on a refund or amendment by credit or cheque.

## **9. Liabilities**

- a. Except as otherwise provided in these Booking Terms and Conditions Go Ape shall not be responsible for the loss, or damage, of or to any property or to any person arising from the booking of or participation in the Activities.
- b. Parking facilities are available at the site, and any vehicles are left at the owners' risk and subject to any conditions and the payment of any fees as may be required by the provider of such facilities at the site location.
- c. Except as otherwise provided in these Booking Terms and Conditions any liability of Go Ape shall be limited to the refund of any charges paid to Go Ape.
- d. Nothing contained in these Booking Terms and Conditions is intended to nor shall limit the liability of Go Ape in respect of death or personal injury caused by the negligence of Go Ape or of its employees, agents or contractors.

## **10. Miscellaneous**

a. If any of these terms are determined to be illegal invalid or otherwise unenforceable it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and continue to be binding and enforceable.



b. Nothing above shall confer on any third party any benefit or the right to enforce any of these Booking Terms and Conditions.

c. These Booking Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales and Go Ape and you submit to the exclusive jurisdiction of the courts of England and Wales.