

Booking Terms and Conditions 2025

These Booking Terms and Conditions govern the booking of activities and related services (e.g., rentals, private sessions, events) provided by Lizard Adventure, a trading name of St Ives Bay Adventure Group Ltd. The term 'Activity' or 'Activities' refers collectively to the activities we deliver including kayaking, paddleboarding and coasteering. By booking with us, you agree to these terms and conditions. Please read them carefully.

1. Booking and Reservations

- **Booking Requirements:** To reserve an activity or service, you must complete the booking process via our website, over the phone, or in person.
- Age Restrictions: Activities are available for individuals of all ages dependant on each activity limitations. Participants under 18 years of age must have written consent from a parent or legal guardian at time of booking.
- **Booking Confirmation:** Once your booking is confirmed, you will receive an email confirmation with the details of your booking, including the date, time, and location of the activity, as well as any necessary instructions.

2. Booking Policy

- Lizard Adventure operates from a number of different locations, none of which can be specifically chosen at the time of booking, with the exception of Hayle Estuary. We will instead notify you of your session location and meet time via a text message and email the day before your booking. This will ensure that we are able to deliver your chosen activity at the best and safest conditions on your chosen day(s).
- Lizard Adventure will continue to operate if it is raining, or the weather is adverse, but safe. We will only cancel and rearrange sessions should the sea and weather conditions on the day pose a danger to life.
- Whilst Lizard Adventure will take all necessary precautions to reduce risk; we cannot eliminate all these risks without undermining the adventure experience or the reason for taking part. Before you undertake any activities with Lizard Adventure you will be required to complete a waiver either online or in person, in which you accept risks involved for yourself and your group members and agree to follow all the safety instructions closely. You need to bring suitable footwear and clothing as advised on booking and wear the safety equipment provided.
- Lizard Adventure will show the upmost duty of care to all individuals in our activities in accordance with our health and safety policy, EAP, and NOP. However, we will not be responsible for damage to a third party (person or property).
- Lizard Adventure will put safety above all other concerns. If we deem any individual or group unfit to take part, or to be a danger to yourself or others, then you will be refused participation, or asked to leave, without a refund.
- Please check all personal details at the time of booking. We cannot take responsibility for booking or personal detail errors. All address and contact information must be correct at the time of booking for a successful payment to be processed, and so that we are able to communicate with you. Failure to supply the correct contact information may result in the activity going ahead without you, and without a refund being offered.

3. Payment

- **Payment at time of booking:** Full payment is required at the time of booking to confirm it. If you do not pay, we cannot guarantee your activity availability or your place within that activity.
- **Payment Methods:** We accept payments via credit/debit card online, over the phone or in person, bank transfer, or other approved payment methods.
- **Pricing:** All prices are quoted in GBP and include VAT where applicable. Prices may be subject to change, but once your booking is confirmed, the price remains fixed.
- Additional Costs: There are no additional costs when booking an activity, or on arrival for your activity. Any additional costs (e.g., equipment rental, merchandise) are organised and paid for separate to your activity booking.

4. Cancellations and Changes

- <u>Cancellations by You:</u>
 - **Open Group Bookings:** If you cancel more than 48 hours before the activity start time, you will receive a full refund. Cancellations within 48 hours of the activity, no refund will be given, however we would be happy to rearrange your activity, or offer you an activity voucher to be used within 2 years.
 - **Private Group Bookings:** For cancellations within 7 days of the booking, a 50% charge will apply. If you cancel less than 48 hours before the lesson, no refund will be provided.
 - **Late arrivals and no-shows:** We are unable to wait for late arrivals, regardless for the reason you may be late, so please arrive by the stated time in your confirmation email. If you do not show up for your activity, no refund or rebooking will be provided.
- **Cancellations by Us:** If we need to cancel your activity due to weather conditions, unsafe sea conditions, or other circumstances beyond our control, you will be offered an alternative activity date, an activity voucher, or a full refund.
- **Changes to Bookings:** If you wish to change the date or time of your activity, we will try to accommodate your request, subject to availability. Changes must be made at least 24 hours in advance.

5. Health and Safety

- Health Declaration: By booking an activity with Lizard Adventure, you confirm that you are physically fit and able to participate. If you have any medical conditions (e.g., heart conditions, epilepsy, mobility problems, pregnancy) or other health concerns, you must notify us in advance or clearly state when booking.
- If a participant is, in our opinion, not considered to be sufficiently well, fit, or able to partake in the course, in the interests of safety we reserve the right to exclude the participant from the course. In this case it is agreed that there will be no liability for any damages, loss or expenses, and any monies paid by the client are not refundable.
- **Medical Emergencies:** If you experience any health issues during the activity, please inform your guide immediately. In the event of an emergency, we will take appropriate action, including calling emergency services if needed.

• **Liability Waiver:** All participants are required to sign a liability waiver before taking part in an activity. The waiver acknowledges that you are aware of the risks associated with the activity and agree to release Lizard Adventure from liability in the event of injury or death.

6. Use of Equipment and Rental

- **Rental Equipment:** Kayaks, paddleboards, paddles, buoyancy aid, helmets and wetsuits are all provided as part of your booking or are available for rent. All equipment is inspected for safety and suitability before each use. You are responsible for the care of the equipment during your activity or rental period.
- Loss or Damage: You will be charged for any lost or damaged equipment whilst under your responsibility. If you are responsible for damage to equipment, you will be required to pay for the cost of repair or replacement.
- **Return of Equipment:** If you rent equipment, it must be returned by the designated time agreed upon. Failure to return equipment on time will incur additional charges.

7. Weather and Sea Conditions

- Weather Conditions: All our activities are weather-dependent. Lizard Adventure reserves the right to cancel or reschedule activities if conditions are deemed unsafe or unsuitable. If activities are cancelled due to weather conditions, you will be offered an alternative date, an activity voucher, or a full refund.
- Lizard Adventure will continue to operate if it is raining, or the weather is adverse, but safe. We will only cancel and rearrange sessions should the sea and weather conditions on the day pose a danger to life.
- Sea Conditions: We aim to provide activities in the best possible and safest sea conditions for all abilities. If, at the time of the activity, the swell/surf is too large, or dangerous, we reserve the right to adjust the activity content or cancel the lesson.

8. Code of Conduct

- **Respect for Guides and Others:** All participants are expected to respect the instructions of our guides and behave in a respectful manner towards other participants. We reserve the right to remove participants from the activity if their behaviour is deemed inappropriate or disruptive, without refund.
- Environmental Responsibility: As part of our commitment to sustainability, we ask that all participants follow our environmental guidelines, including respecting the local wildlife and adhering to leave-no-trace principles.

9. Liability and Insurance

- **Liability:** Lizard Adventure will not be held liable for any injury, loss, or damage arising from participation in our activities, except where required by law.
- **Insurance:** Lizard Adventure carries public liability insurance. We strongly recommend that participants have their own personal accident insurance, especially if engaging in activities outside of higher risk.

10. Privacy and Data Protection

- **Personal Data:** Your personal data will be handled in accordance with our Privacy Policy. By booking with us, you consent to the collection, processing, and storage of your data as outlined in our policy.
- **Marketing:** By booking an activity, you may receive marketing communications from us, such as offers and updates. You can opt-out at any time by unsubscribing or contacting us directly.

11. Miscellaneous

- Force Majeure: Lizard Adventure is not liable for any failure to perform its obligations due to events outside of its control, such as natural disasters, strikes, or other force majeure events.
- **Governing Law:** These Terms and Conditions are governed by UK law, and any disputes will be subject to the exclusive jurisdiction of the courts in that region.
- **Amendments:** Lizard Adventure reserves the right to modify or update these terms and conditions at any time. Any changes will be posted on our website, and the updated version will be effective immediately.

12. Complaints Policy

- Lizard Adventure is committed to offering the very best in adventure activity provision and customer service, and thus committed to effectively, efficiently, and fairly handling all complaints.
- If you are unhappy with any of our services, then any complaint will be treated seriously, investigated thoroughly, and dealt with accordingly.
- Customers can make a complaint in writing, email, or by telephone to:

Contact Information

Lizard Adventure Email: info@lizardadventure.co.uk Phone: 01736 804700 Address: 4 Teal Close, Long Rock, Penzance, Cornwall, TR20 8FY