

# **Norfolk Broads Wildlife Tours - General Terms and Conditions**

[www.norfolkbroadswildlifetours.co.uk](http://www.norfolkbroadswildlifetours.co.uk) (the "Company", "we", "us", or "our")

## **1. General Provisions**

- **1.1. Application:** These Terms and Conditions ("T&Cs") govern all bookings made with **Norfolk Broads Wildlife Tours** for our boat-based photography and general wildlife tours (the "Tour" or "Tours"). By making a booking, the Client ("you" or "your") agrees to be bound by these T&Cs.
- **1.2. Business Name and Contact:**
  - **Name:** Norfolk Broads Wildlife Tours Ltd or Sole Trader Name]
  - **Website:** [www.norfolkbroadswildlifetours.co.uk](http://www.norfolkbroadswildlifetours.co.uk)
  - **Email:** [Info@norfolkbroadswildlifetours.co.uk](mailto:Info@norfolkbroadswildlifetours.co.uk)
  - **Phone:** 07876 560496

## **2. Booking and Payment**

- **2.1. Reservation & Confirmation:** To secure a date, **full payment is due immediately at the time of booking.**
- **2.2. Confirmed Booking:** A booking is only confirmed when the Company has successfully processed the full payment and issued a written confirmation (via email or other agreed method).
- **2.3. Failure to Pay:** If the booking process is initiated but the full payment transaction fails or is not completed, the booking will not be confirmed, and the date will remain available for other clients.
- **2.4. Pricing:** All prices are as published on our website or quoted at the time of booking. The Company reserves the right to change prices without prior notice, but any change will not affect bookings already confirmed.

## **3. Cancellation and Rescheduling Policy**

### **A. Cancellation by the Client**

- **3.1. Cancellation 7 or more Days Out:** If you cancel the trip **7 days or more** before the scheduled date, your payment will **not be forfeited**. The payment will be transferred to a new booking, which **must be booked and completed within six (6) months** of the original cancellation date. You are entitled to one (1) transfer/reschedule under this condition.
- **3.2. Cancellation within 7 Days:** If you cancel the trip **less than 7 days** before the scheduled date, the payment is **forfeited**. No refund or transfer will be issued.
- **3.3. Non-Attendance (No Show):** If you fail to attend the trip without prior notice, the deposit is immediately forfeited.

## B. Cancellation by Norfolk Broads Wildlife Tours (Unforeseen Circumstances)

- **3.4. Weather/Safety:** We reserve the right to cancel or postpone a trip at any time, including on the day, if we deem conditions to be unsafe (e.g., severe storms, dangerous water levels, or high winds deemed unsafe for boat operation).
- **3.5. Our Liability:** In the event we cancel the trip, you will be offered a choice of: (1) A rescheduled date (payment retained), or (2) A full refund of all monies paid.
- **3.6. No Further Liability:** We shall not be liable for any other costs or expenses incurred by the client as a result of our cancellation, including but not limited to travel, accommodation, or lost wages.

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## 4. Participation and Conduct

- **4.1. Safety Briefing:** All participants **must** attend and comply with the pre-departure safety briefing and all instructions given by the skipper and crew at all times. Failure to comply may result in immediate termination of the Tour without refund.
- **4.2. Safety Equipment:** Clients must be shown and understand the location and use of all safety equipment, including life jackets. **Life jackets must be worn at all times when instructed by the Skipper.**
- **4.3. Personal Responsibility:** You acknowledge that participation in a boat tour involves inherent risks. You agree to take full responsibility for your actions, equipment (especially expensive camera gear), and personal belongings.
- **4.4. Equipment Protection:** The boat offers limited protection from the elements. You are solely responsible for ensuring your photographic equipment and other belongings are adequately protected from water spray, rain, and other risks associated with a boat environment.
- **4.5. Wildlife Etiquette:** We adhere strictly to responsible wildlife viewing practices. You must not attempt to touch, feed, or disturb any wildlife, and you must follow the skipper's directions regarding proximity and behaviour to minimise disturbance.
- **4.6. Photography Tours:** While the Company endeavours to take clients to known wildlife hotspots, we offer no guarantee of spotting specific species. Wildlife viewing is entirely dependent on natural conditions.

## 5. Health, Fitness, and Accessibility

- **5.1. Fitness:** Participants should be reasonably fit and able to step on and off a boat unaided. You must notify the Company at the time of booking of any medical conditions, disabilities, or mobility issues that may affect your ability to participate safely.
- **5.2. Children:** Children under the age of 18 must be accompanied by an adult.
- **5.3. Pregnancy:** Pregnant women should consult their doctor before booking and notify the Company. Participation is at their own risk.

## 6. Limitation of Liability

- **6.1. Loss or Damage:** The Company accepts no liability for any personal injury, loss, damage, theft, or expense (including photographic equipment) suffered by the Client

during the Tour, unless such loss or damage is directly caused by the Company's proven negligence or wilful misconduct.

- **6.2. UK Law:** Nothing in these T&Cs excludes or limits the Company's liability for death or personal injury caused by our negligence or for any matter for which it would be illegal for us to exclude or attempt to exclude our liability.
- **6.3. Maximum Liability:** Where permitted by law, the Company's maximum liability to the Client shall not exceed the total price paid for the Tour.

## 7. Data Protection

- **7.1. Data Use:** We will collect and use personal data provided during the booking process in accordance with our Privacy Policy and the UK General Data Protection Regulation (GDPR). Your data will be used solely for the purpose of managing your booking and communicating with you about the Tour.
- **7.2. Marketing:** We will only use your details for marketing purposes if you have explicitly opted in to receive such communications.

## 8. Governing Law

- **8.1. Jurisdiction:** These T&Cs and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of England and Wales.