

**These are the Terms and Conditions relating to Water Adventures on Loch Awe hereby referred to as WAOLA.**

### **Cancellation and Refund Policy**

In the event of poor weather, mechanical, or safety related issues WAOLA will reach out to provide an alternative adventure date or a full refund if a date can not be agreed upon. WAOLA will provide as much notice as possible prior to cancellation, however, occasionally short notice cancellations are unavoidable.

A full refund will be issued when canceled 72 hours before your adventure departure time.

Any adventures canceled after 72 hours prior to your departure time, will be attempted to be resold. WAOLA reserves the right not to refund if the tour can not be resold.

Tours will not be canceled due to poor weather conditions other than relating to wind strength.

### **Terms of Use**

**Please arrive to departure dock at least 30 minutes prior to your departure** in order to receive a safety briefing and sign release waiver if not previously signed and received electronically.

**Please do not access the dock until told to so by the skipper.**

All adventures are weather dependant and are subject to cancellation. WAOLA will give as much notice as possible, however occasionally short notice cancellations are unavoidable.

Trip duration for the Boat Adventure are approximated times.

WAOLA reserves the right to maintain advertised departure times, please make WAOLA aware if you are going to be late. Accommodation for late arrivals will result in a shortened adventure at full price of the full adventure. If there are others reserving the vessel that are not directly in your party, the right is reserved to leave at the advertised departure time and no refund will be issued.

WAOLA and its representatives are not responsible for any personal belongings at any time before/during/after the adventure.

Any persons under the age of 18 must be accompanied by an adult at all times. If there are more than one minor, the ratio shall be one adult to two minors.

WAOLA is not responsible for dock maintenance, therefore holds no responsibility for any incidents that may occur on the dock, or surrounding areas. There will be no running or jumping from the docks while the boat is moored or operational. The provided Life Vest must be worn at all times while on any dock space, on the boat, or stopping point. The condition of the dock can be discussed more during time of booking.

While actively on your adventure, you are to remain seated at all times, and be properly wearing the Life Vest provided to you prior to your tour.

There are no toilet accommodations on any of the docks, or on/during the adventure. Some docks are located near hotels or public toilets, and all participants are welcome to utilize those before or after the adventure.

WAOLA can not guarantee sighting of any wildlife, however if any wildlife are spotted, the skipper will be sure to point any wildlife out.

Our Boat Adventures are currently not suited for individuals that may have back problems, disabilities, or are pregnant, as the docks can be precarious, there is a large/wide step onto the vessel, and while the loch is generally calm waters, that can not be guaranteed.

### **Relating to the Website and Personal Data**

Welcome to Water Adventures on Loch Awe's website. Should you continue to utilize this website you are agreeing to comply with and be bound by the terms and conditions listed below. If you disagree with any parts of the terms and conditions, please do not use this website.

The utilization of this website is subject to the terms of use:

- Any and all content on this website is providing general information and use only and is subject to change at any time without notice.
- This website utilizes cookies to monitor browsing preferences

- Ourselves nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- User use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to WAOLA. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in the website, which are not property of, or licensed to the operator, are acknowledged on the website.
- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offense.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that WAOLA endorse the website(s). WAOLA has no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland, and Wales.

## **Privacy Policy**

### **What is the Privacy Policy for?**

This privacy policy is for this website [www.wateradventuresola.com](http://www.wateradventuresola.com) and served by Water Adventures on Loch Awe and governs the privacy of its users and who choose to use it.

The policy sets out the different areas where user privacy is concerned and outlines the obligations and requirements of the users, the website and website owners. Furthermore the way this website processes, stores and protects user data and information will also be detailed within this policy.

### **The Website**

This website and its owners take a proactive approach to user privacy and ensure the necessary steps are taken to protect the privacy of this users throughout their visiting experience. The website complies to all UK national laws and requirements for user privacy.

## **Use of Cookies**

This website uses cookies to better the users experience while visiting the website. Where applicable this website uses a cook control system allowing the user on their first visit to the website to allow or disallow the use of cookies on their computer/device. This complies with recent legislation requirements for websites to obtain explicitly consent from users before leaving behind or reading files such as cookies on a user's computer/device.

Cookies are small files saved to the user's computer's hard drive that track, save, and store information about the user's interactions and usage of the website. This allows the website, through its server to provide the users with a tailored experience within this website. Users are advised that if they wish to deny the use and saving of cookies from this website on to their computers hard drive they should take necessary steps within their web browsers security settings to block all cookies from this website and its external serving vendors.

This website uses tracking software to monitor its visitors to better understand how they use it. This software is provided by Google Analytics which uses cookies to track visitor usage. The software will save a cookie to our computers hard drive in order to track and monitor your engagement and usage of the website, but will not store, save, or collect personal information. You can read Googles privacy policy here for further information.  
[www.google.com/privacy](http://www.google.com/privacy)

Other cookies may be stored to your computers hard drive by external vendors when this website uses referral programs, sponsored links or adverts. Such cookies are used for conversion and referral tracking and typically expire after 30 days, though some may take longer. No personal information is stored, saved or collected.

## **Contact and Communication**

Users contacting this website and/or its owners do so at their own discretion and provide any such personal details requested at their own risk. Your personal information is kept private and stored securely until a time it is no longer required or has no use, as detailed in the Data Protection Act 1998. Every effort has been made to ensure a safe

and secure form to email submission process but advise users using such form to email processes that they do so at their own risk.

This website and its owners use any information submitted to provide you with further information about the products/services they offer to assist you in answering any questions or queries you may have submitted. This includes using your details to subscribe you to any email newsletter program the website operates but only if this was made clear to you and your express permission was granted when submitting any form to email process. Or whereby you the consumer have previously purchased from or enquired about purchasing from the company a product or service that the email newsletter relates to. This is by no means an entire list of your user rights in regard to receiving email marketing. Your details are not passed on to any third parties.

### **External Links**

Although this website only looks to include quality, safe and relevant external links, users are advised to adopt a policy of caution before clicking any external web links mentioned throughout this website. (External links are clickable text/banner/image/ that links to another website)

The owners of this website cannot guarantee or verify the contents of any externally linked website despite their best efforts. Users should therefore note they click on external links at their own risk and this website and its owners cannot be held liable for any damages or implications caused by visiting any external links mentioned.

### **Adverts and Sponsored Links**

This website may contain sponsored links and advertisements. These will typically be served through our advertising partners, to whom they may have detailed privacy policies relating directly to the adverts they serve.

Clicking on any such adverts will send you to the advertiser's website through a referral program which may use cookies and will track the number of referrals sent from this website. This may include the use of cookies which may in turn be saved on your computer's hard drive. Users should therefore note they click on sponsored external links at their own risk and this website and its owners cannot be held liable for any damages or implications caused by visiting any external links mentioned.