

# Wild New Forest Guided Tours CIC

## Terms & Conditions

By booking a tour, trip, event or other activity with Wild New Forest Guided Tours CIC, you agree to the following Terms & Conditions.

These Terms & Conditions are intended to help ensure that our tours are safe, enjoyable and fair for everyone.

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### 1. Health, Fitness & Accessibility

Many of our tours take place in rural or remote areas of the New Forest and surrounding countryside, where access for emergency services may be difficult and assistance could take more than 30 minutes to arrive.

For your safety, please make us aware before the tour of any medical condition, allergy, mobility requirement or other relevant information that could affect your participation or that your guide may need to know in an emergency.

This may include, for example, asthma, diabetes, severe allergies, heart or lung conditions, or mobility difficulties.

Participants should be reasonably fit and able to complete the distance, terrain and duration described for their chosen tour.

If you are unsure whether a particular tour is suitable for you, please contact us before booking. We will always do our best to advise and, where reasonably possible, accommodate individual requirements.

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### 2. Personal & Medical Information

Any medical information provided to us will be treated confidentially, stored securely and only used where necessary for the safety and wellbeing of participants.

We will normally delete medical information within 21 days of the relevant tour or event, unless there is a legitimate reason or legal requirement for us to retain it for longer.

Other personal information, such as names, contact details and booking records, will only be retained for as long as reasonably necessary for the purposes for which it was collected, or where we are required to retain it for legal, financial or administrative purposes.

Personal information will be handled securely and in accordance with applicable UK data protection legislation.

Wild New Forest Guided Tours CIC is registered with the Information Commissioner's Office (ICO).

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### **3. Customer Cancellations – Walking Tours & Land-Based Events**

Bookings for walking tours and other standard land-based events may be cancelled up to **48 hours before the advertised start time** for a full refund or transfer to another suitable tour.

If you cancel less than 48 hours before the tour, we will offer you the opportunity to transfer your booking to another suitable tour where possible.

Alternatively, we will endeavour to resell your place. If we are able to resell it, we will provide a refund.

If we are unable to resell your place or offer a suitable transfer, we reserve the right not to provide a refund.

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### **4. Customer Cancellations – Boat Tours**

Bookings for boat tours may be cancelled up to **7 days before the advertised departure time** for a full refund or transfer to another suitable boat tour.

If you cancel less than 7 days before departure, we will endeavour to transfer your booking or resell your place.

If neither is possible, we reserve the right not to provide a refund.

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### **5. Day Trips, Overnight Tours & Multi-Day Tours**

Some of our day trips, overnight tours and multi-day tours involve advance commitments to accommodation providers, transport operators, attractions, ferries or other third-party suppliers.

Because of this, individual trips may have different deposit, balance payment and cancellation arrangements.

Where additional or different cancellation conditions apply, these will be clearly communicated before booking and will take precedence over the standard cancellation periods above for that particular trip.

Deposits may be non-refundable where we have already made a non-refundable payment or financial commitment to a third-party supplier on your behalf, subject to applicable consumer law.

We strongly recommend that customers taking part in overnight, multi-day or higher-value trips consider appropriate travel insurance covering cancellation, illness and other unforeseen circumstances.

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## 6. Minimum Participant Numbers

Some tours, particularly day trips, minibus tours, boat trips and overnight or multi-day tours, require a minimum number of participants to make the tour viable.

Where a minimum number applies, this will normally be stated in the tour information or communicated at the time of booking.

If the required minimum number is not reached, we reserve the right to cancel or reschedule the tour.

Where **we cancel because minimum numbers have not been reached**, customers will be offered the choice of:

- transferring their booking to another suitable tour;
- receiving credit towards a future tour; or
- receiving a full refund of the amount paid to Wild New Forest Guided Tours CIC for the cancelled tour.

We will always aim to provide as much notice as reasonably possible.

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## 7. Cancellations by Wild New Forest Guided Tours

The safety and enjoyment of our guests and guides is our priority.

We may cancel, postpone or significantly alter a tour where conditions make it unsafe, impractical or inappropriate to proceed.

This may include severe weather, wildfire, flooding, Forestry England restrictions, emergency incidents, road closures, vessel or navigation safety concerns, illness of a guide where no suitable replacement is available, or other circumstances beyond our reasonable control.

Where **we cancel a tour**, customers will normally be offered the choice of:

- transferring their booking to another suitable tour;
- receiving credit towards a future tour; or
- receiving a full refund of the amount paid to Wild New Forest Guided Tours CIC for the cancelled tour.

We cannot normally reimburse additional costs incurred by customers, such as travel, accommodation or other associated expenses, except where required by law.

We will make every reasonable effort to contact affected customers as soon as possible using the contact details supplied when booking.

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## 8. Weather

Our tours take place throughout the year and will normally continue in typical British weather, including light rain and showers.

Please check the forecast before attending and bring suitable clothing, footwear and waterproofs appropriate to the conditions.

We will normally consider cancellation, postponement or alteration where weather conditions could present a safety concern. This may include Met Office warnings for high winds, thunderstorms, extreme temperatures, heavy rain, snow or other potentially hazardous conditions.

Weather conditions can change quickly, particularly during longer tours, and your guide may alter the route or duration where reasonably necessary for safety.

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## 9. Routes, Itineraries & Meeting Points

The New Forest is a working landscape and temporary restrictions can occur at short notice. These may include Forestry England operations, pony drifts, fallen trees, wildfire, flooding, road closures, conservation work or temporary car park and trail closures.

We monitor relevant updates and will make every reasonable effort to minimise disruption.

However, we reserve the right to alter a route, itinerary, meeting point, finishing point or locations visited where reasonably necessary due to circumstances beyond our control.

For day trips and longer tours, advertised itineraries should be regarded as our intended programme. Wildlife, weather, tides, traffic, access restrictions and other circumstances may mean that the itinerary needs to be changed.

Where significant changes are required before a tour, we will endeavour to contact customers as soon as possible.

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## **10. Transport & Minibus Tours**

Where transport is included as part of a tour, participants must follow reasonable instructions given by the driver or guide and must wear seatbelts where provided and required.

Customers should arrive at the agreed departure point in sufficient time for the advertised departure.

For group trips and scheduled tours, we may be unable to delay departure for late arrivals where doing so would significantly affect the itinerary or other participants.

Where a customer misses a departure because they arrive late, we cannot guarantee that they will be able to join the tour later and a refund may not be available.

Where delays occur during a tour because of traffic, road closures, ferry disruption or other circumstances outside our reasonable control, we will make reasonable efforts to adapt the itinerary accordingly.

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## **11. Boat Tours & Third-Party Operators**

Some of our boat tours and other activities are provided in partnership with independent vessel owners, skippers, accommodation providers, attractions or other third-party operators.

Participants must follow all reasonable safety instructions given by the skipper, crew, guide or relevant operator.

The skipper of a vessel has final responsibility for decisions relating to the safe operation of the vessel, including whether conditions are suitable to depart, continue or alter a trip.

Routes and itineraries may be changed due to tides, weather, sea conditions, navigation requirements, harbour restrictions or other safety considerations.

Where a third-party operator cancels or materially changes an activity, we will work with customers and the operator to provide an appropriate alternative, transfer, credit or refund where applicable.

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## **12. Wildlife Sightings**

Wildlife is wild and sightings can never be guaranteed.

Our guides will use their knowledge, experience and understanding of the local area to provide the best possible opportunities to observe wildlife, but the presence, behaviour and visibility of individual species is outside our control.

References to particular species in tour descriptions indicate species that we may hope to encounter and should not be interpreted as a guarantee.

A lack of sightings of a particular species is therefore not grounds for a refund.

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## **13. Safety & Participant Conduct**

Participants must follow reasonable instructions given by their guide, particularly where these relate to safety, wildlife welfare, livestock, access restrictions or the protection of sensitive habitats.

Participants are expected to behave responsibly and respectfully towards other guests, guides, members of the public, wildlife, livestock and the environment.

We reserve the right to refuse participation or ask a participant to leave a tour where their behaviour presents a significant risk to themselves, other participants, our guides, wildlife, livestock or the environment, or seriously disrupts the enjoyment of other participants.

A refund will not normally be provided where someone is required to leave a tour as a result of their behaviour.

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## **14. Children & Young People**

Children and young people are very welcome on our tours where the activity is suitable for their age.

Unless an event is specifically advertised as a supervised activity for young people, anyone under the age of 18 must be accompanied by a responsible adult.

The accompanying adult remains responsible for the child or young person throughout the tour.

Certain tours, activities or third-party operators may have specific minimum-age requirements. Where these apply, they will be stated in the relevant tour information.

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## **15. Dogs**

Dogs are welcome on many of our tours where the activity and location allow them.

Dogs must be kept under control and on a lead throughout the tour, particularly around livestock, wildlife and other participants.

Owners are responsible for their dog's behaviour and for cleaning up after them. Please bring your own waste bags and dispose of them responsibly.

We reserve the right to ask that a dog does not participate, or is removed from a tour, if its behaviour is causing a safety, wildlife or welfare concern.

Dogs may not be permitted on certain boat tours, specialist events, nature reserves, accommodation-based trips or activities operated by third parties. Please check the individual tour information or contact us before booking if you intend to bring a dog.

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## **16. Personal Belongings & Equipment**

Participants are responsible for their own personal belongings and equipment during a tour.

Wild New Forest Guided Tours CIC cannot accept responsibility for loss of or damage to personal belongings except where this results from our negligence or where liability cannot legally be excluded.

Participants should ensure that clothing, footwear and personal equipment are appropriate for the activity, terrain and expected weather conditions.

Where we loan equipment such as binoculars or other wildlife-watching equipment, we ask that it is treated with reasonable care and returned to the guide at the end of the activity.

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## **17. Photography & Filming**

Photography for personal use is welcome on our tours, provided that it does not disturb wildlife, interfere with other participants or conflict with instructions from your guide.

Wild New Forest Guided Tours CIC may occasionally take photographs or video during tours for promotional, educational, website or social media purposes.

Where individuals are clearly identifiable, we will seek appropriate permission before using such images.

Please let your guide know if you would prefer not to be photographed.

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## **18. Liability**

Wild New Forest Guided Tours CIC takes reasonable steps to provide tours and activities safely and professionally.

Outdoor activities inevitably involve some degree of risk, including uneven ground, slippery surfaces, weather conditions, vegetation, livestock, insects and other natural hazards. Participants are expected to take reasonable care for their own safety and follow instructions provided by their guide.

Nothing in these Terms & Conditions is intended to exclude or limit any liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence.

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## **19. Events Beyond Our Reasonable Control**

Occasionally, circumstances outside our reasonable control may prevent or significantly affect a tour.

These may include severe weather, wildfire, flooding, disease outbreaks, government restrictions, industrial action, emergency incidents, road or access closures, ferry disruption, vessel problems or other exceptional circumstances.

Where this happens, we will make reasonable efforts to provide an alternative itinerary, reschedule the activity or offer an appropriate transfer, credit or refund, taking into account the circumstances and any commitments already made to third-party suppliers.

Nothing in these Terms & Conditions affects your statutory rights.

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## **20. Complaints & Problems**

We want everyone joining Wild New Forest Guided Tours to have an enjoyable experience.

If you experience a problem during a tour, please raise it with your guide as soon as reasonably possible so that we have an opportunity to resolve it.

If you wish to make a complaint following a tour, please contact us with details of your booking and the issue concerned. We will aim to investigate and respond as promptly as reasonably possible.

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## **21. Contacting Us**



If you have any questions about a booking, accessibility, health requirements, cancellations, bringing a dog or whether a particular tour is suitable for you, please contact us before booking or attending.

We are always happy to advise and want everyone joining Wild New Forest Guided Tours CIC to have a safe, enjoyable and rewarding experience.

**Wild New Forest Guided Tours CIC**