

# Terms and conditions

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Updated : March 26, 2019

The present general conditions of sale define all the rights and obligations of the parties applying to the activities proposed by the company CANOPÉE FOREST ADVENTURE.

## THE COMPANY : CANOPÉE FOREST ADVENTURE

- Leader : Mr. Eric Cholet
- Activity : Other Reservation Services and Related Activities (7990Z)
- N ° SIREN : 809 015 712
- Legal form RCS : Simplified joint stock company
- Date of registration : 29-01-2015
- Address : Beach of Malendure - 97125 Bouillante - GUADELOUPE
- Phone : 0590 26 95 59/0690 657 759
- Email : canopee.forest.adventure@gmail.com
- Professional Civil Liability MMA No. 113 414 898

## Participation

Taking part in any of our activities requires good health and no medical contraindication as well as respecting the minimum ages and the following conditions :

- ▶ Do not be pregnant
- ▶ Do not have back or joints problems
- ▶ If you carry a treatment at all time, bring it. (for example : drugs, injection or Ventolin spray)

Children For all unaccompanied minors, parental authorization will be completed and signed by the person in charge.

Any participation in the activities is subject to their appreciation depending on the physical and athletic abilities of the participants.

## Supervisory

Our guides have state diploma.

## Provided equipment

Equipment are certified and accredited with safety standards. The necessary equipment to be brought by the customer will be mentioned at the booking.

## Security

Before each start and also during the activity, briefings on the safety rules and the use of the equipment will be given to you.

## Personal belongings

It is not recommended to carry valuables during activities. Canopée Forest Adventure can not be hold responsible for any loss, theft or damage to your belongings during the activity.

## Insurance

Canopée Forest Adventure has a professional insurance as well as all the guides do and therefore it covers all the people who are supervised.

## Registration and payment

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Booking activities can be done physically at the office, via the reservation forms, by email at [canopee.forest.adventure@gmail.com](mailto:canopee.forest.adventure@gmail.com) or over the phone at 0590 269 559.

For each booking, bank details (Credit card number, expiry date and CVV number = 3 digits at the back of the card) will be requested. The card will not be charged unless the customer cancels within 48 hours before the activity. In this case, the card will be charged 15 Euros / person having been cancelled.

For a group of 6 people the reservation will be completed only once we have received the quotation with the mention "signed and agreed" and the signature and a deposit of 30%.

For your booking, you acknowledge you have been informed and accept our terms and conditions.

As part of a group or in case of booking for several people, the subscriber is liable to communicate and get the information and terms and conditions approved by all the participants.

## Terms of cancellation

- **From the customer (for groups of 6 people minimum)** : In case there are less participants, thanks to let us know at least 48 hours in advance. After this notice period, the full cost will be charged.

- **From Canopée Forest Adventure for weather conditions** : Canopée Forest Adventure can modify, with or without notice, any activities depending on the weather or safety conditions. If the trek is cancelled, participants will be fully refunded without being entitled to any additional compensation.

## Prices

Rates posted on the [canopeguadeloupe.com](http://canopeguadeloupe.com) website are indicated in euros (Euros) including all French taxes (VAT and all other applicable taxes).

### Our rates include :

- ▶ A cold and a warm drink at the arrival in the morning and a refreshing drink at the return.
- ▶ Canyoning equipment : shorty, helmet, and technical equipment.
- ▶ Activity supervised by a qualified guide.

### Our rates do not include :

- ▶ The necessary means of transport from your place of accommodation to the office and from the office to the trek and from the place of activity to the office.
- ▶ Lunch.

## Terms of Sales BON GIFT

These general conditions of sale also apply to the purchase of gift vouchers from this site.

The purchase of a gift voucher on the [canopeguadeloupe.com](http://canopeguadeloupe.com) website implies the prior acceptance of these conditions by the buyer. To express this acceptance, the buyer must, before sending the gift voucher form, tick 3 validation boxes provided for this purpose and click on the "Send" button. Because of these actions, the buyer :

- acknowledges having read these general conditions of sale
- agrees that the information entered will be used to design the gift voucher
- undertakes to pay for the purchase within 14 (fourteen) days from the date of creation of the gift certificate (date entered in the gift certificate and in the sending email)

No request for a gift voucher can be validated on the [canopeguadeloupe.com](http://canopeguadeloupe.com) website without these prior acceptances.

### RIGHT OF WITHDRAWAL GOOD GIFT

When booking a voucher, the buyer has, according to the terms of Article L 221-18 of the Consumer Code , a period of fourteen days to exercise his right of withdrawal from a contract concluded at a distance without having to justify

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his decision.

The period runs from the day of the creation of the gift voucher (date entered in the gift voucher and in the sending e-mail).

The right of withdrawal can not be exercised by the buyer if the gift certificate has been used or has not been the subject of a total payment.

### DESCRIPTION GOOD GIFT

The validity period of the gift voucher is limited to 12 months and takes effect from the date of creation of the gift voucher on the [canopeeguadeloupe.com](http://canopeeguadeloupe.com) website.

In case of non-use of the gift voucher within this period of 12 months, neither his buyer nor his beneficiary will be able to claim a refund.

The gift voucher can not be exchanged, taken back, resold or refunded (except in case of exercise of the right of retraction or in case of cancellation of the activity by Canopée Forest Adventure for bad weather).

The gift voucher is only valid once.

The recipient of the voucher must contact Canopée Forest Adventure early enough to agree on the date on which he wishes to use his gift. One week before the date agreed for the activity, the beneficiary will have to contact Canopée again to confirm his presence and to settle the last details of the appointment (weather point, equipment to be provided, time, ...).

If the recipient of the voucher does not attend the appointment, the activity may be considered consumed. In this case the beneficiary can not claim any exchange or refund.

In case of no presentation of the gift voucher on the day of the activity, Canopée Forest Adventure is entitled to refuse to perform the service.

The gift certificate is sent in PDF format to the email address provided by the buyer when ordering. Any error in the address provided will be the responsibility of the buyer. In addition, receipt of the gift certificate by email is dependent on the Internet, Canopée Forest Adventure can not be held responsible if the PDF file of the gift certificate does not reach the buyer.

### PAYMENT METHODS GIFT VOUCHER

by phone by credit card : payment by phone by credit card is possible every day from 8:30 to 16:30, by calling 0590 269 559. You must contact us by phone : the number on the gift voucher, the number of your card bank, the date of validity of your credit card, the last three digits of the number on the back of your credit card, the name and first name of the cardholder. The payment will be made immediately, through our bank and our manager. None of the information you provide by phone will be noted and / or recorded.

For any question or clarification, the buyer of the gift voucher can also contact us via the [contact form](#) on the site or by phone at 0590 26 95 59.

### MEDIATION OF DISPUTES OF CONSUMPTION

In case of dispute, the customer must first contact Canopée Forest Adventure to try to find an amicable solution. All claims relating to the realization of the activity must be sent to Canopée Forest Adventure by registered letter with acknowledgment of receipt with supporting documents, to the following address : CANOPÉE FOREST ADVENTURE - Beach of Malendure - 97125 Bouillante - GUADELOUPE

All claims must be returned within 60 days after the date of completion of the activity. No claim can be taken into account after this period.

In accordance with the provisions of the Consumer Code concerning "the process of mediation of consumer disputes", you have the right to free use of a mediation service for the amicable resolution of a dispute between us if you have previously performed the regulatory steps you incumbent on (

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<https://www.economie.gouv.fr/mediation-conso/>).

European Platform for Online Dispute Resolution : <https://ec.europa.eu/>

*Eric CHOLET* Gérant