

## Terms and Conditions for Wokingham Waterside Centre (WWC)

Please read these Terms & Conditions carefully before booking a programme, course, session, activity or hiring the venue (hereafter referred to as a 'booking'). Once a booking has been accepted following an online booking, written confirmation or payment a binding contract will have been entered into based on these Terms & Conditions. If you have any questions about our Terms & Conditions please do not hesitate to contact us. This agreement is governed by English law.

### 1. FEES.

- 1.1 Any quotations or booking prepared by WWC, will list the details of the booking. WWC will not give any refund if the number attending or the requirements of your booking are reduced and will charge for any additional numbers attending or requirements.
- 1.2 WWC reserves the right, without the need to give reasons, to refuse to accept a booking.
- 1.3 For any provisional booking, if a completed booking form is not received from the client within 14 days of the booking date, WWC reserves the right to cancel the booking and offer the date to another party. WWC also reserves the right to refuse attendance at WWC facilities in the event that the booking form has not been completed and returned prior to the date of the provisional booking.
- 1.4 The balance due for a booking is payable on the day of the booking. If payment is not received on the day a balance invoice will be generated and sent to the client. This invoice is payable by the client within 30 days of receipt. If payment is not received from the client within the 30 day period specified on the balance invoice, WWC will start procedures to recover the debt and will no longer accept bookings from that client without payment in full on the date of the booking.
- 1.5 Once a booking has been made, it may be possible to amend the booking. Amendments, including an increase to the number of participants or facilities required need to be booked in advance and will incur an additional charge.
- 1.6 Vouchers can be brought online through the booking system (elo). The booking system will automatically provide the customer with a redeemable code. This code can be given to a third party to be redeemed through our booking system. Vouchers must be used within a year of the purchase date. Paper vouchers are registered in the sole name of the purchaser (the "voucher owner") and can be transferred to a third party e.g. as a gift. It is the responsibility of the voucher owner to notify WWC of the name of any third party to whom they are transferred. A copy of the Voucher must be provided at the time of booking.

### 2 CANCELLATIONS/POSTPONEMENTS.

- 2.1 WWC reserves the right to cancel any booking if conditions prevent the safe running of the booking and an alternative cannot be agreed. In the event of such a cancellation clients will be offered the same booking on a different date or a full refund of any monies paid.
- 2.2 All client cancellations must be in writing.

A full refund will be issued if the booking is under or equal to £200 and cancelled at least 72 hours prior to the activity start time. If a cancellation of this value is made less than 72 hours prior to activity start time, a charge of 50% of the balance will be issued.

A full refund will be issued if the booking is over £200 and cancelled at least 5 days prior to the activity start time. If a cancellation of this value is made less than 5 days prior to activity start time, a charge of 50% of the balance will be issued.
- 2.3 If the conditions on the day aren't ideal but the activity still takes place, the customer will not be eligible for a refund.
- 2.4 For cancellations within 24 hours of the booking, 100% of the booking charge will be due. If the client fails to attend the booking the client agrees to pay the full booking fee.
- 2.5 If a client wishes to change the date of a confirmed booking at least 48 hours' notice must be given.
- 2.6 If a client wishes to change the location or programme content of a confirmed booking, WWC reserves the right to charge the client for any costs incurred in order to implement the changes, which may include an administration fee.

### 3 LOSS OR DAMAGE TO PERSONAL BELONGINGS AND INSURANCE.

- 3.1 WWC accepts no liability for lost or damaged personal belongings. We recommend that valuables are not taken on any of our activity bookings.
- 3.2 WWC reminds clients that our activity bookings tend to contain an element of physical activity and that any physical activity can be strenuous. We suggest that any person who has a medical condition that may be aggravated by

participating in a physical activity seeks professional medical advice before doing so and then participates at their own risk.

3.3 WWC aims to operate to the highest health and safety levels, however, we remind participants that running programmes in the outdoors presents an element of risk and we accept no liability for any injury or accident that may occur outside the categories of instructor negligence or structural failure of WWC facilities.

3.4 For PAY & PLAY session's clients are reminded that they are hiring equipment only and that this is not an instructed activity. Over 18's agree that they are solely responsible for themselves and any under 18's in their care and agree to indemnify WWC against all claims for damages arising from this activity. Clients must stay in sight of the facility at all times.

#### 4 ACTIVITY CONSENT FORMS.

The client acknowledges that all participants on activities must complete and sign an Activity Consent Form (or be signed by a person with parental responsibility for under 18s), which must be received by WWC prior to commencement of the activity. The Activity Consent Form will be sent when a booking is confirmed, can be collected from WWC at any time or completed through the online booking system (eola).

#### 5 PERSONAL CONDUCT.

The client acknowledges that during a WWC programme, course, session, activity or hiring of the venue participants are required to submit to the reasonable instructions and leadership of WWC staff. The client acknowledges that persons attending WWC are entitled to expect a high standard of conduct and regard for personal wellbeing on the part of all participants. All programmes with participants under 18 years old must have enough accompanying adults to remain responsible for them when off the water. Parents, teachers and those in comparable roles must maintain control of those children to the satisfaction of the WWC staff. If a participant's conduct is unacceptable, WWC may, without the need to give reasons, ask for them to leave the programme or session. Circumstances in which this might occur include (without limitation): disorderly or abusive conduct; intoxication; failure of control over children; inadequacy of clothing or personal equipment. In such circumstances the client will not be entitled to a refund of monies and WWC will not be liable for any losses so resulting.

#### 6 COMPLAINTS.

In the unlikely event that a client has cause for complaint about a WWC booking, the complaint should be made to a representative of WWC during the booking, in order that corrective action can, if necessary, be taken. The client acknowledges that it is unreasonable to take no action during a booking but to complain later. However, should a problem not be resolved during the booking, complaint should be made in writing within 28 days of the event addressed to the centre manager.

#### 7 FACILITY BOOKINGS.

7.1 The client shall be responsible for the supervision of the facility during the period of their booking, any damage however slight, including to the fabric of the building and its contents, the behaviour of all persons using the facility and parking and care of the car park. Any damages will be charged for at the full cost of replacement.

7.2 If not present in person, the client shall appoint a person in charge who will be over the age of 18. The person in charge must be present throughout the booking and is responsible for the actions of themselves and their group whilst at the facility.

7.3 Before leaving, the facility and the surrounding area must be in a clean and tidy state and properly locked and secured. Any contents that have been temporarily removed from their usual positions shall be replaced.

7.4 **NO FIRES** are to be lit onsite without prior written consent. This may be obtained through the booking process which will detail use of 'The Hollow' as part of the clients booking. When using 'The Hollow' fires are ONLY to be lit in the provided fire pit or on the brick BBQ - NOT ELSEWHERE.

7.5 The client is responsible for obtaining such licences as may be needed whether for the consumption of alcohol, or from the Performing Rights Society. NOTE that a licence is always required and can be obtained from a Magistrates Court if alcohol is sold on the facility, but is not required if alcohol is supplied freely by the client. Alcohol supplied as part of a ticket for an event does require a licence. The client must also comply with all conditions and regulations made in respect of the facility by the Fire Authority, Local Authority, Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing, music, stage plays or similar public entertainment.

8 CHANGES TO THESE TERMS AND CONDITIONS. WWC reserves the right to update the Terms and Conditions at any time, without notice.

- 9 CONTACT NUMBERS: During the period of a booking a member of staff will be available. If you cannot find them or they are indisposed there will be a number posted on the front of the door please call this to reach the relevant member of staff. In the event of an emergency please phone the relevant emergency service and then reach out to the member of staff.