WWC Terms and Conditions Oct 26

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 additional 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 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 has not been completed 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 being made.

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 Craft hire customers are responsible for returning to WWC no later than the end of their booked session. If a customer fails to return by the scheduled end time, additional charges will apply for any time exceeding the original booking period. All additional charges must be paid in full before the customer leaves the premises.

1.7 Venue hire bookings end at the time stated on the booking confirmation. The Hirer is responsible for ensuring that all guests, equipment, rubbish and personal belongings have vacated the premises by the agreed end time. Failure to do so will result in an additional charge, and must be paid in full before leaving the premises.

Where the Hirer anticipates requiring additional time, this must be requested and approved by the Venue in advance and will be subject to availability.

1.8 Vouchers can be brought online through the booking system. 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.

2. CANCELLATIONS/POSTPONEMENTS.

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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. Cancellations made within 4 weeks incur a 50% charge, and under 2 weeks are charged in full. If the client fails to attend the booking the client agrees to pay the full booking fee.

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 If a client wishes to change the date of a confirmed booking at least 2 days' notice must be given.

2.5 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 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 and on/around/in water 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 CRAFT HIRE 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.

4. ACTIVITY CONSENT FORMS.

4.1 The client acknowledges that all participants on activities must have a completed Activity Waiver (completed by a parent or by a person with parental responsibility for under 18s), which must be completed prior to commencement of the activity.

4.2 If booking on behalf of a group the Participant Information Sheet for all participants is to be completed by the group leader. **As the group leader I understand the requirements and risks of the activity booked or will ask a senior staff member onsite if I have any questions on behalf of myself or the group before the activity starts. By completing this sheet the group leader confirms that they have the participants (parents or guardians) consent to do so and that the information provided is correct. The group leader MUST hold emergency contact details for participants in their group and confirm that this information will be readily available, if required, at the time of the booking.**

5. PERSONAL CONDUCT.

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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 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 a 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 Centre.

7.3 Before leaving, the Centre 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 in 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 Service, Local Authority, Local Magistrates Court or other similar bodies, 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.

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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 office 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. If no number is available, or you do not receive a response, please call the Centre Manager, Kathryn Hall, on 07887675628.

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Boats available to hire: KataKanus – up to six people, Double sit on top kayaks, Single sit on top kayaks, Stand Up Paddleboards, Canoes.

We would like everyone to take part and enjoy paddling on the river; however, we have some conditions to avoid incidents:

1. All participants must complete a consent form, these conditions are available to read at that time. A member of staff will support you to get out the equipment and give a briefing which includes:
   - **This activity is classed as equipment hire, you are not supervised during the hire time**. Water Sports activities are 'Assumed Risk' Water Contact Sports. Participants should be aware of and accept these risks and be responsible for their own actions and involvement. Please ask a staff member now if you have any questions.
   - You must stay on this stretch of water, craft may not be moved away from the river at any time. You are not able to go past a lock in any direction or into the marina area opposite WWC.
   - All participants should be proficient swimmers. All participants must wear a CE/iso marked PFD (Personal Flotation Device), these are provided and fitting checked by our staff.
   - The river on the same side as the Centre is shallow so if you fall in and are not able to self-recover you should swim to this bank.
   - Be vigilant of powered craft using the river, stick to the river right hand bank when going downstream but on the way back upstream you can stay on that bank if you feel happier there, you should stay well into the bank so that you are not in the lane of powered craft.
   - It can be windy on this stretch of river and if you are heading downstream, turn back early.
   - If you get into difficulty come to the river right hand bank, you can leave the craft, return to WWC and inform a member of staff if you are having difficulty.
   - Ensure that you are kneeling or sitting when approaching a bank or another craft, be aware of the movement of paddles and boats so as to not cause injury to others or yourself.
2. **We recommend you do not take any valuables on the river with you.** The Centre does not take responsibility for any loss or damage to personal possessions.
3. All those under 18 years old must be supervised by an adult, those under 16 must be supervised on the water by an adult.
4. PFDs must be checked by a member of staff and must fit appropriately for hire to take place. Regardless of age, children will not be allowed to participate if we assess that they are not adequately protected by a PFD.
5. All boats must be booked in advance. The craft booked will be made available for your booking, if you wish to change the craft booked this must be with the consent of a staff member.
6. Hour and half day sessions are available. During this time, you may use one boat and MUST return to the launch area within the time allocated for your booking. If you wish to remain for a longer time, or use a different boat, this must be arranged with a member of staff and is subject to availability.
7. Participants are responsible for returning to WWC no later than the end of their booked session. If a customer fails to return by the scheduled end time, additional charges will apply for any time exceeding the original booking period. All additional charges must be paid in full before the customer leaves the premises.
8. Hirers must not be under the influence of alcohol or drugs. Anyone who appears to be under the influence will not be allowed to hire and will not be eligible for a refund.
9. We reserve the right, without the need to give a reason, to refuse the use of any boat including refusing access to our building. Any person considered to jeopardize safety or who causes offense or distress to any person will be asked to leave immediately without refund.
10. People with existing injuries should not participate if the nature of the injury will affect their ability to take part in the activity. Please consult your GP before taking part if you have any medical conditions that may affect participation in the activity.
11. We encourage hirers to wear full, covering shoes to avoid slips, trips and potential for injury and appropriate clothing for the prevailing weather conditions including hats and sunscreen. Staff may advise if they feel clothing is inappropriate for the activity. All hirers using any boat, the grounds or river frontage do so at their own risk.
12. If lightning is seen visitors must evacuate the river as directed by our staff and report to the sign in desk. Hire may not recommence until 30 mins after lightning was last seen.
13. Although slight, there is a risk of water borne illness. Information about Weils Disease (Leptospirosis) is available. Inform your GP that you have been boating if you feel unwell within 2 weeks of taking part in this activity.
14. Visitors are responsible for the equipment they are using during the course of their hire. Any damage caused will be chargeable to the participant for the cost of repair. Equipment must not be removed from the River.
15. Visitors are to follow the advice of staff at all times including leaving the water if asked to do so. No refunds will be given if the session time is shorter than expected or visitors are asked to leave the water due to inappropriate behavior or weather conditions.

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16. The boats have a participant weight limit which must be adhered to, if concerned it is the participants responsibility to check the weight limit of their craft with a staff member, KataKanu limit is 450kg. It is the responsibility of the customer not to exceed these limits.
17. Complaints must be raised with a staff member at the time of the complaint. No refunds will be given based on complaints received after you have left the site. You may ask to speak to a manager, staff will provide you with a contact number to do so.
18. Hirers must sign the consent form to confirm you have read these terms and conditions and agree to abide by them, **please inform a staff member now if you have any questions or concerns.**