

Terms and conditions

The Aqua Sports Company Limited General Terms and Conditions

All bookings are subject to these Terms and Conditions with additional terms for specific activities laid out in succeeding sections:

1. General Booking; 2. Courses; 3. Schools and Groups; 4. Lake Usage; 5. Insurance; 6. Adult Members; 7. Junior Members; 8. Swimming; 9. Angling.

Hereafter The Aqua Sports Company Ltd will be referred to as Aqua Sports in these Terms and Conditions. Aqua Sports operates its activities at Mercers Park which comprises Mercers Lake (The Lake) and surrounding land.

1. General Booking

By submitting your booking you represent to us that you have the authority to make the booking on behalf of your party and that you accept on behalf of your party that the booking is subject to these Terms and Conditions.

By booking onto any Aqua Sports activity, hiring equipment, launching your own equipment, or becoming a member, you are confirming that you have read and agree to be bound by these terms and conditions and declaration. Signed consent on the relevant booking form for your activity must be received before access to the water is given.

A contract exists as soon as we issue our Booking Form and/or a minimum of a deposit payment is taken, whichever may occur first, although these typically occur simultaneously.

Participants should be in good health, confident in the water and fit for their activities. We recommend they are able to swim.

Customers acknowledge that all water sports involve an element of risk and all participants agree to partake in their chosen activity or activities at Aqua Sports at their own risk.

Aqua Sports is a busy site with potential hazards, natural and man made, so children should be closely supervised and kept away from equipment and storage facilities. Customers/participants bringing children are responsible for this when they are on land.

Qualified Aqua Sports staff may, where necessary and as required, perform basic first aid whilst a customer or participant is on site. If there are any reasons why this cannot be administered Aqua Sports must be informed in advance.

Any person suspected to be under the influence of alcohol or drugs and deemed to be unfit will be refused permission to take part in any activity or use any equipment or craft on the lake and shall not be entitled to a refund.

Aqua Sports operates a zero-tolerance behavioural policy. Any threatening or aggressive behaviour towards its staff will result in refusal of lake usage or removal from the water without refund. Sustained behaviour of this sort will result in a site ban.

Infringement of terms and conditions may result in being requested to leave the site and/or withdrawal of service without refund.

Aqua Sports management will have the final word on all matters of lake usage and may ask you to come off the water at any time.

Prices and payments

Prices may be subject to change at any time.

Where an error in price representation is found, Aqua Sports will charge the correct price.

The initial deposit required is 10%. This is non refundable in the event of a cancellation less than 14 days from event start date. The full balance is due 14 days before booking commencement. If a booking is made within 14 days of its start date full payment will be required. Deposit payments should be paid online through the booking invoice or by bank transfer.

We accept Childcare vouchers for Junior Training Camps, Activity Camps and batches of Club bookings, but only on payments for your own children.

Any booking using Aqua Sports gift vouchers must be booked before their expiry date to be redeemable. It is booking date, not activity date which is applicable to the voucher's expiry date.

Centre Cancellation & Force Majeure:

Aqua Sports reserves the right to postpone or cancel/curtail your booking due to circumstances amounting to Force Majeure – these include, but are not limited to, war, riots, government action, terrorism, fire, weather conditions, strike action, pandemic and all similar events outside Aqua Sport's control which prevent or affect Aqua Sport's contractual obligation. Where such circumstances occur Aqua Sports will not be liable to pay you refunds or compensation. Where bookings have been postponed, Aqua Sports will work on a best efforts basis to find a mutually convenient date to reconvene.

Insurance

Aqua Sports has full Public Liability Insurance which covers all activities operated by Aqua Sports.

Personal insurance against loss, damage, injury or accident whilst visiting the site is the responsibility of the client.

Aqua Sports accepts no liability for any loss, damage, injury or accident which is the result of client negligence, however caused.

Medical Conditions

Anyone suffering from any medical or other condition must notify Aqua Sports prior to booking and again on arrival at the centre. Whilst such medical conditions may not necessarily prevent course participation, Aqua Sports cannot accept responsibility for injury or accident resulting from any client's medical condition.

If a medical condition has been declared then the participant is responsible for ensuring they bring with them any prescribed medication that may need to be taken by them during their time at Aqua Sports. Aqua Sports has a duty of care for that participant and if (for example asthma or epi-pen issued allergies) a

participant turns up without the prescribed means of regulating their condition (for example inhaler or epi-pen) Aqua Sports reserves the right to prohibit their participation due to the risk they might pose to themselves and/or their group out on the water. In this case they shall not be entitled to a refund.

Marketing & Images

From time to time authorised parties may carry out photography and/or video recording. You agree that we may use such images in promotional, advertising or publicity material in any format whatsoever. You further agree that copyright rests with such authorised parties.

2. Course Bookings

Additional terms and conditions specifically for course bookings.

Offers and Course Packages

Packages count as one course: refunds cannot be given in the event of cancellation of a second or third part of an offer package. In the event that the Package is not completed within 12 months, no refunds will be given.

Extensions beyond 12 months may be arranged and must be requested before the end of the 12 months - the extension fee will be £25 per course within the Package.

Packages and general course offers may not be used in conjunction with any offer, and are not subject to membership discount.

Youth & Junior Participants

I allow Aqua Sports the right of Loco Parentus for all children I have booked for if they are unable to contact me during the course (applies to under 18 year old participants only).

Children booked onto full-day camps will be under Aqua Sports supervision from the time they are signed in at the start of the day until they are signed out at the end of the day.

A parent or guardian must sign every child they have booked for in and out each day of their camp.

If your child is aged 13+ and you are happy for them to arrive and/or leave on their own we must have your permission in writing before we can allow this.

You may not take photographs or videos unless you have requested and received permission from Aqua Sports. You cannot take any pictures and/or put them on social media unless they are solely of your child or you have the parental permission of all kids in the photos.

Client Cancellation/Postponement

You or any member of your party may cancel your booking at any time. Written notification or an email from you must be received at our office or sent to info@aquasports.co.uk. To cover our expected losses there is a set scale of charges that applies:

Cancellation Charges are as follows:

Time before activity start date - Cancellation Charge:

- More than 14 days: deposit only
- 14 days or less: 100% of the booking cost

Clients failing to attend courses without notification will forfeit their remittance.

In the event that a client has to postpone attendance on a course or requests changes to the booking, Aqua Sports reserves the right to charge a rearrangement fee of £25 per person.

Minimum Course Numbers

In the event that minimum course numbers are not met Aqua Sports reserves the right to postpone the course. Where possible, personal tuition may be offered for a shorter period of time with additional free hire, or the course will be rolled over to a mutually convenient date, or a course voucher valid for 12 months will be offered. Refunds are not given.

3. Schools and Groups

Additional terms and conditions specifically for School and Group bookings.

Payment

A minimum deposit payment of 10% of the full invoice total is due within 30 days of confirmation of booking, or by return if less than 30 days.

Balance payment is due at least 30 days prior to event date.

All invoices can be paid by Direct Bank Transfer to:

The Aqua Sports Company Limited

Sort Code: 40 38 08

Acc: 71388045

Booking ID as reference.

Consent

Parental/Participation consent is the responsibility of the event organiser and required for all activities undertaken at Aqua Sports.

A signed booking form confirms that consent has been given for all participants.

Large Group (24+) Cancellation Policy

In the event of cancellation of a booking, notice must be received in writing at least 14 days before event and cancellation fees will be incurred as follows:

- More than 90 days before: deposit only
- 90 - 60 days before: 20% of booking
- 59 - 30 days before: 30% of booking
- 29 - 14 days before: 50% of booking
- 14 days or less: 100% of booking

In the event of cancellation without written notice the full event fee will be charged.

Group numbers

Our minimum group size is 6, which must be charged for i.e. any groups of 5 or less must pay for the minimum of 6 places.

Where expected numbers are booked, we advise clients to book for a realistic number.

Notification of final numbers must be received and confirmed by Aqua Sports in writing at least 14 days prior to event or charges will be made for original numbers booked.

Notice of a decrease in numbers greater than 30% of the booking must be received in writing and agreed at least 30 days before activity day or charges will be made for original numbers booked.

Notification of an increase in numbers greater than 30% must be received and confirmed by Aqua Sports in writing at least 30 days prior to event.

Aqua Sports cannot guarantee spaces for extra attendees.

If no prior written agreement has been made, Aqua Sports reserves the right to charge for the number of people booked, should fewer students attend on the day.

Group Ratios

Aqua Sports operates under strict instructor:participant ratios which we must keep to. If you expect your numbers to increase or decrease please be sure to enquire of the ratio that your group falls under at the time of booking.

Where a full ratio is surpassed an additional instructor is required to be put on by Aqua Sports to take the group back within ratio. Aqua Sports must charge for a minimum of 2 spaces into any additional ratio your group size requires i.e. if you bring one person over the full ratio you will be charged for the minimum of 2 spaces into the next ratio.

4. Lake Usage

Additional terms and conditions specifically for lake users using the lake without direct supervision from an Aqua Sports instructor.

General Usage

By using the lake you agree to be bound by the Aqua Sports terms and conditions and everyone going onto the water should familiarise themselves with these terms.

All lake users must wear appropriate clothing and footwear both whilst on site and on the water and be competent for the prevailing conditions in the craft they are using.

All lake users will sign out on the appropriate Aqua Sports form before going onto the water. This includes signing the agreement to be bound by these terms and conditions, agreement of declaration of any medical conditions, and provision of an emergency contact number.

All lake users must show respect to and listen to Aqua Sports staff, and agree to abide by any and all decisions and judgement calls they make as they are responsible for ensuring safe lake usage.

Any lake users suffering from medical conditions should inform staff before launching.

Wetsuits and buoyancy aids must be worn in accordance with Aqua Sports procedures.

Lake users must keep 20 feet from the banks at all times, must not go into the trees and should give plenty of distance to any anglers on the designated angling swims.

There is strictly no swimming; lake users must stay with their craft at all times and not jump off pontoons.

No one may teach on the lake apart from authorised Aqua Sports instructors.

Competency

Novices are not allowed to use the Lake except as part of a beginner course run by Aqua Sports or its affiliated partners.

Anyone who is not under the direct supervision of an authorised Aqua Sports instructor must have a minimum of a Level 1 competency in the craft they are using. The easiest way of ascertaining this competency is through the completion of a Level 1 course.

Under certain conditions, at the discretion of Aqua Sports, hirers may be allowed to hire without certification if they are deemed competent by the Aqua Sports staff.

If you go onto the water and it is deemed that you are clearly not of the required competency you will be brought off the water and may still be charged for your time on the water.

Aqua Sports management has the final decision on a person's competency.

In certain weather conditions Aqua Sports management will place temporarily increased competency level requirements whilst the conditions persist, these decisions are at the sole discretion of Aqua Sports.

Payment and Prices

Hiring is charged at the applicable rate (please see price hiring price lists) per craft hired upon return to the centre.

Launching is charged at a half-daily rate and must be received before launching.

Refunds will not be given.

5. Insurance

Aqua Sports has full Public Liability Insurance which covers all activities operated by Aqua Sports.

Personal insurance against loss, damage, injury or accident whilst visiting the site is the responsibility of the client.

Aqua Sports accepts no liability for any loss, damage, injury or accident which is the result of client negligence, however caused.

Under Aqua Sports' Insurance Policy the lake user is only covered for loss or damage to the equipment hired from Aqua Sports.

Aqua Sports shall not be liable for any loss or damage or cancellation caused by events or circumstances beyond our reasonable control (such as extreme weather conditions, force majeure, pandemics, terrorist events, the actions of third parties not employed by us or latent defects); this includes loss or damages to vessels, gear, equipment or other goods left with us for repair or storage, and harm to persons entering the premises and/or using the facilities or equipment; customers should ensure that their own personal and property insurance covers such risks.

All lake users may themselves be liable for any loss or damage caused by them, their crew or vessels.

Hirers shall be responsible for the cost of any damage or loss to any craft or equipment.

Own Equipment Launch - Third Party Liability Insurance

Anyone launching their own kit must have adequate insurance, which should cover third party liability of at least £1,000,000.

Any vessel, gear, equipment or other goods are left with us at the members' own risk; members should maintain adequate insurance which should also cover third party liability of at least £1,000,000.

6. Adult Members

Additional terms and conditions specifically for members.

General

There are no exemptions to any booking conditions or lake usage terms for members, including minimum competency levels and tuition restrictions.

The membership period runs from April 1st to March 31st. We reserve the right to shorten our operating hours and days during the low season and reserve the right to close the centre in entirety in January and/or February. For the avoidance of doubt this would mean members do not have access to or use of the lake, facilities or equipment when the centre is closed.

Members are only entitled to access the water, facilities and boat park at times that the centre is open unless with prior arrangement.

All use of the lake by club members will be for non-commercial and enjoyment purposes only.

Members' receive:

- Free hire of wetsuits, buoyancy aids and harnesses.
- 10% off equipment and accessories from the Aqua Sports shop.
- 10% off adult courses (for members only – not transferable).
- 10% off junior activity camps (for members only – not transferable).
- 10% off junior/teenage courses (for members only – not transferable).
- Kit storage options.

Members discounts are non-transferable; cannot be combined with other offers or applied on vouchers, packages or fastracks.

Additional attendance fees may be applicable to club sessions.

Guest Fee

Members launching their own equipment may take a guest out at a fee of £10 per day. The member is personally responsible for their guest, including:

- Ensuring they have read, agreed to, and abide by these terms
- Their conduct on and off the water
- They have sufficient 3rd party insurance

Aqua Sports reserves the right to move equipment or boats at our discretion for reasons of safety or good management.

Owner members are responsible for keeping their boats and trailers presentable and in working order. Membership renewal may be refused if boats are left in a state of disrepair. Trailers are not to be left around the boat park without prior Aqua Sports agreement.

Equipment stored at Aqua Sports is done solely at the Member's risk. Owner members are responsible for the security of their boats and trailers, which they should take reasonable measures to ensure as the boat park is unlocked during the day.

Aqua Sports must be informed in writing beforehand of any boats entering or leaving site storage, even if temporary. This includes changes to equipment stored.

Renewal Pro Rata Rates

Members renewing are responsible to ensure that fees are received by 31st March in order to continue membership each year. Late payment will result in a recharge of the Joining Fee.

Any new membership that begins after April 1st will pay a pro-rata rate. As follows:

Team Aqua Sports Member:

- Joining April-July: same fee
- Joining August: less 20%
- Joining September: less 25%
- Joining Oct-Dec: less 50%
- Joining Jan-March: less 75%

No refunds are given.

Hire Bolt on:

- Charged on a calendar month basis

No refunds are given.

Payment by debit/credit card or bank transfer to

Aqua Sports Co

Sort Code: 40 38 08

Acc: 71388045

Surname, Initial and membership number as reference.

In the event of non-payment of membership subscriptions by renewal due date Aqua Sports reserves the right to remove and dispose of boats/boards/canoes without further notice and keep any disposal proceeds as payment for overdue membership fees.

Liability

Aqua Sports shall not be liable for any loss or damage caused by events or circumstances beyond our reasonable control (such as extreme weather conditions or the acts of third parties not employed by us); this includes loss or damages to vessels, gear, equipment or other goods left with us for repair or storage, and harm to persons entering the premises and/or using the facilities or equipment; customers should ensure that their own personal property insurance covers such risks.

7. Junior Members

Additional terms and conditions specifically for junior members.

General

There are no exemptions to any booking conditions or lake usage terms for members, including minimum competency levels and tuition restrictions.

All Youth and Junior members must be signed in and out of the Centre by the responsible adult each visit.

Junior members hiring or launching on water outside of club sessions must be supervised by an adult.

Members are only entitled to access the water, facilities and boat park at times that the centre is open unless with prior arrangement.

Members' receive:

- Free hire of wetsuits, buoyancy aids and harnesses.
- 10% off equipment and accessories from the Aqua Sports shop.
- 10% off junior activity camps (for members only - not transferable).
- 10% off junior/teenage training camps (for members only - not transferable).

Members discounts are non-transferable; cannot be combined with other offers or applied on vouchers, packages or fastracks.

Additional attendance fees may be applicable to club sessions.

Owner Members

Own Equipment members under the age of 14 years old may launch outside club times only if accompanied by an adult and at the discretion of Aqua Sports staff.

Aqua Sports reserves the right to move equipment or boats at our discretion for reasons of safety or good management.

Owner members are responsible for keeping their boats and trailers presentable and in working order. Membership renewal may be refused if boats are left in a state of disrepair. Trailers are not to be left around the boat park without prior Aqua Sports agreement.

Equipment stored at Aqua Sports is done solely at the Member's risk. Owner members are responsible for the security of their boats and trailers, which they should take reasonable measures to ensure as the boat park is unlocked during the day.

Aqua Sports must be informed in writing beforehand of any boats entering or leaving site storage, even if temporary. This includes changes to equipment stored.

Liability

Aqua Sports shall not be liable for any loss or damage caused by events or circumstances beyond our reasonable control (such as extreme weather conditions or the acts of third parties not employed by us); this includes loss or damages to vessels, gear, equipment or other goods left with us for repair or storage, and harm to persons entering the premises and/or using the facilities or equipment; customers should ensure that their own personal property insurance covers such risks.

Payment/Renewal

Payment by debit/credit card or bank transfer to:

Aqua Sports Co

Sort Code: 40 38 08

Acc: 71388045

Surname, Initial and membership number as reference.

8. Swimming

Swimming is strictly prohibited in The Lake except when taking part in an Aqua Sports run or sanctioned swimming session, event or competition and in accordance with the Swimming Terms & Conditions set out below and having signed this Waiver & Liability Release Form:

- All swimmers must pre book their session and have signed the booking waiver form to be allowed entry.
- Swimmers must check in at reception and wear a numbered wrist band before entering the water.
- All swim sessions will start and finish at the time booked.
- Swimmers must be 16yrs or over
- No swimmer is to enter the water before our safety team has taken to the water and advised you can enter.
- All swimmers must keep their distance from other swimmers and to sight/lift head regularly.
- All swimmers must wear a tow float and bright coloured swim hat at all times when in the water.
- Swimmers are strongly encouraged to wear a swimming wetsuit when the water is below 16C.
- Wetsuits should not be worn if the water temperature is over 24C.
- When the water is below 11C this is considered dangerously cold and only swimmers with cold water experience should consider entering the water, and in doing so they do so at entirely their own risk.
- If, at any time, you hear three loud whistles being sounded you must immediately leave the water via the slipway. You should make your way up the slipway to the corral area and await further instructions. Raise your arm for attention if you cannot make it back to land.
- Please swim responsibly, respectfully and know your limits.
- If you require assistance or rescue in the water, stop swimming, use your tow float for support and tread water, and **raise one hand above your head**.
- If you sight anyone in trouble you must alert a member of the safety team as quickly as possible.
- Swimmers must stick to the swim courses set out by coloured buoys.

- Safety cover will be provided at all sessions and this will be in accordance to the standard required for the venue risk assessment.
- Non swimmers are not permitted down the slipway towards the waters edge. Viewing is best from the gravelled coral area with a nice hot coffee in hand.

9. Angling

Angling or fishing of any kind is strictly prohibited at The Lake except as sanctioned under the Aqua Sports Angling Membership and in accordance with the Angling Terms & Conditions of Membership.