

# AQUA SPORTS COMPANY

## BOOKING 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.(Adult Members) 6.(Junior Members) 7.(Angling) For brevity The Aqua Sports Company Ltd will hereafter be referred to elliptically as "Aqua Sports" in these Terms and Conditions.

### GENERAL PARTICIPATION TERMS & CONDITIONS

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 a course, signing out for hire, 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 in the form respectively of a booking form, hire/launch sheet or membership form 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 represent a single contiguous process.

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 50% with the full balance 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 can be made over the phone or in person for any booking or courses can be booked in full online.

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

We reserve the right to postpone a booking or part of a booking as a result of unsuitable conditions, or other circumstances outside Aqua Sport's control. In this event a mutually convenient date to reconvene will be arranged. Refunds are not given.

### 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

For marketing purposes Aqua Sports occasionally takes photos of water activities. On these occasions when participants will be identifiable from the photo we will inform participants and obtain appropriate consent before taking photos. The photos will only be used by Aqua Sports for official Aqua Sports promotional materials (i.e. website, brochure, leaflets). Consent can be withdrawn at any time and Aqua Sports will take all reasonable steps at that point to respond in an expedient manner and time frame.

## 2. COURSES

Additional terms and conditions specifically for course bookings.

### OFFERS AND COURSE PACKAGES

'Fastrak' packages must be completed within 12 months.

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.

Pictures will not be taken 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

In the case of course cancellation, notice must be received in writing 14 days prior to the course date and a cancellation fee of £35 will be incurred.

Cancellation within 14 days of a course will result in loss of the full course fee.

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

In the event that a client has to postpone attendance on a course, 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 50% of the full invoice total is due within 30 days of confirmation of booking, or by return if less than 30 days.

In exceptional circumstances Aqua Sports may agree to allow a lower deposit to be paid on a case-by-case basis.

As per general terms and conditions, balance payment is due at least 14 days prior to event date.

All invoices can be paid by Direct Bank Transfer to:

Account Name: The Aqua Sports Company  
Sort Code: 40 38 08  
Account: 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.

### 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:-

180 days before event – no charge  
150 days before event – 10% of deposit  
120 days before event – 15% of deposit  
90 days before event – 25% of deposit  
60 days before event – 50% of deposit  
30 days before event – 75% of deposit  
14 days or less before event – 100% of deposit

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 smaller than six 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 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 to Aqua Sports procedures.

Lake users must keep 20 ft 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 an hourly rate per craft hired upon return to the centre.

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

Refunds will not be given.

### INSURANCE

Personal insurance against injury accident or loss while hiring or launching is the responsibility of the client. Aqua Sports will accept no liability for any such injury, accident, damage or loss, howsoever caused.

Under Aqua Sports 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 caused by events or circumstances beyond our reasonable control (such as extreme weather conditions, 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.

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.

## 5. 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.

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).
- 5% off junior/teenage training camps (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.

Owner Members can only receive Hire Member rates if they have opted and paid for the Hire Bolt-on.

Hire Family Members can only attend Junior/Youth Clubs if they have opted and paid for the Club Bolt-on.

Additional attendance fees are applicable to club sessions.

### OWNER MEMBERS

Owner members 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

The membership period runs from April 1st to March 31st.

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:

OWNER MEMBERSHIP	HIRE MEMBERSHIP
Joining April/May/June/July – same fee Joining August – less 20% Joining September - less 25% Joining October/November/December - less 50% Joining January/February/March - less 75%	Joining April/May/June/July – same fee Joining August – Single £66, Family £110 Joining September – Single £55, Family £100 Joining October/November/December – Single £35, Family £35 Joining January/February/March – Single £17.50, Family £17.50
Refunds for part year are pro-rata as follows: Leaving April/May – refund of 30% Leaving June/July – refund of 20% Leaving August – no refund	Refunds for part year are as follows: Leaving April/May – refund of £21 single / £33 family Leaving June/July/August – refund of £14 single / £34 family Leaving September - March No Refund

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.

## 6. 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).  
5% 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.

Youth Club members can only receive Hire Member rates if they have opted and paid for the Hire Bolt-on.

Additional attendance fees are 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.

## 7. ANGLING MEMBERS

Additional terms and conditions specifically for angling members.

### GENERAL

Angling members will abide by the current angling rules, which they will receive upon acceptance of their application. Violation of these rules will result in their membership being revoked without refund.