

Terms & Conditions

AQUA PARK READING

TERMS & CONDITIONS + PARTICIPANT GUIDELINES

1. Interpretation

1.1 The following definitions and rules of interpretation shall apply in these conditions:

“Centre” means Aquapark Reading Limited, Pingewood Road South, Pingewood, Reading, Berkshire, RG30 3UH;

“Conditions” means these terms and conditions for the provision of Services;

“Contract” means the contract between the Centre and the Customer for the provision of Services;

“Customer” means any person, company, firm or other legal entity, including any employees, agents or sub-contractors which places an order or purchases a service from the Centre;

“Member” means any person who is an annual or day member at the center;

“Service” means any course, product, service or facility offered by the Centre to the Customer.

1.2 Where the Conditions refer to “We, Us, or Our”, this shall mean the Centre (together with its employees, agents and contractors). Where the Conditions refer to “You, Your, or Yourself”, this shall mean the Customer (or the organization you represent or work for).

1.3 The headings in these Conditions are for convenience only and shall not affect their applicability.

1.4 A reference to a law is a reference to as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Any reference to “writing” or “written” includes email.

2. Application of terms.

2.1 These Conditions are the only conditions upon which the Centre is prepared to deal with the Customer. The Conditions shall be incorporated into the Contact to the entire exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 These Conditions will prevail over any inconsistent terms endorsed on, delivered with, contained in or referred to in any purchase order, confirmation of order, specification or any other document or communication received from the Customer or implied by law, trade custom, practice or course of dealing.

2.3 The Customer’s purchase order, or the Customer’s acceptance of a quotation for Services by the Centre, constitutes an offer by the Customer to purchase the Services specified in it on these Conditions. No offer placed by the Customer shall be accepted by the Centre other than:

2.3.1 by a written acknowledgement issued and executed by the Centre; or

2.3.2 (if earlier) by the Centre starting to provide the Services,

when a contract for the supply and purchase of those Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern the Contract.

3. Booking

3.1 The Customer may make a booking with the Centre online under 'book now' via the website www.lagoonapark.com, or telephone, email or in person during opening hours from 10.00am – 7.00pm (hire sessions commence at 10.00am).

3.2 All bookings are for the current season i.e. April – September for Aqua Park, April – September

3.3 To find the right experience, please read hire session description carefully available on our website at www.lagoonapark.com under hire, or on our promotion material. When the booking terms and conditions have been read and understood, please make your booking in the following way;

3.3.1 either online via our website www.lagoonapark.com under 'book now' completing the booking details as requested.

3.3.2 all hire experiences must be paid prior to arrival.

3.3.3 booking with an Aqua Park gift voucher must be booked over the telephone or in person. We require; name, contact number, type of experience, date & time of experience & voucher number. Voucher must also be brought to reception upon arrival.

3.3.4 or via gift voucher from another supplier In order to confirm booking Aqua Park requires name, contact number, experience company, date, time, voucher number & booking reference. Voucher to be brought to reception upon arrival.

3.4 Please note that individuals cannot be provided with credit terms.

3.5 An official purchase order will be required to secure a booking with regard to corporate bookings

3.6 customers to be aware of the age limit on aqua park (8 years minimum)

3.7 all customers to report to the relevant reception (45 minutes prior to their booking time) to complete and sign a hire/disclaimer form. (this can also be downloaded from the website, completed and brought to reception upon arrival). Booking confirmation paperwork to be brought to reception as proof of purchase and gift vouchers should be produced also at this time.

3.8 customers to ensure that they are not under the influence of alcohol or drugs at any time whilst using the aqua park understand that they will be refused entry if the center believes alcohol or drugs have been consumed, they will also lose their session without the ability to re-book and any monies paid lost.

3.9 customers to supervise their children at all times both in the children's play and paddling areas, as well as around the site, including the car park.

3.10 customers to read and understand the rules of the lake and safety notices located around the site when signing in.

3.11 customers to ensure that all dogs are kept on a lead at all times with any mess cleared up.

3.12 customer to ensure that all rubbish is deposited in bins provided around the site.

3.13 customers to ensure that buoyancy aids are worn at all times whilst on the water.

3.14 customers are not allowed to bring food and drink on site at any time as this facility is provided at the center.

4. Payment

4.1 all fees are inclusive of VAT. All bookings cannot be confirmed or reserved by the Centre until receipt of the appropriate payment is received.

4.2 payment of the hire session is required in full at time of booking for individuals.

4.3 payment for Group bookings (Hire/Stag/Corporate sessions) must be paid in full two (2) weeks prior to the commencement of the event. A 50% deposit would be required at time of booking.

4.4 the Centre reserves the right to cancel any booking without prior notice if full payment is not received in accordance with conditions 4.2, 4.3 or 4.4 (as applicable).

4.5 credit and debit cards accepted are: MasterCard; Visa; Switch and Delta.

4.6 experience providers in association with Aqua Park selling their own vouchers agree to pay within 30 days after receipt of invoice from Aqua Park / or entry on the experience providers online invoicing system.

4.7 day members to pay in full upon arrival to reception during each visit.

4.8 annual and multi launch members to pay in full upon completion of the Annual Membership form.

4.9 all new members will be required to complete a booking form at initial check in and then issued with a membership card which must be brought to reception upon each visit and swiped to confirm access to the site. Loss of the card will result in a £5 replacement charge.

5. Amendments to Bookings by the Customer

5.1 the Customer may change a hire date provided that the original booking is made no less than one (1) week prior to commencement.

5.2 if the Customer requests to cancel a booking, no less than forty eight (48) hours' notice must be given, otherwise no refund will be given, such request shall be dealt with according to condition 6 (Cancellations).

6. Cancellations

6.1 cancellations by the Customer must be made no less than forty eight (48) hours prior to commencement of hire session). After that time no refund will be given due to the lack of time to rebook the session to another person and resulting in lost revenue by the center. This will be highlighted at time of booking on our terms and conditions. Only consideration would be with proof of a doctors certificate.

6.2 customers are advised to insure against and check whether their own personal insurance policy provides cover against certain unavoidable cancellation.

6.3 the Centre will use reasonable endeavors to ensure that your hire session takes place and in accordance with the booking. However, the Centre reserves the right to cancel any booking without prior notice and at any time where we believe on reasonable grounds that cancellation is necessary due to emergency, unsuitable or inclement conditions.

6.4 where the Centre cancels a hire session, Customer will be offered the following options: – a full refund or an alternative date & time..

- 7.1 Details of the member will be checked by reception and entrance gained based on information stored on the reception computer.
- 7.2 members & their visitors will not be allowed access if they are under the influence of alcohol or drugs upon arrival at reception.
- 7.3 members must supervise their children at all times in the children's play and paddling areas, as well as around the site, including the car park. We advise that any children in the paddling area should wear a buoyancy aid for additional safety.
- 7.4 members to ensure that they stay clear of the children's padding area at all times whilst using the lake and at no time will splash children or spectators at the site.
- 7.5 members to ensure that all dogs are kept on a lead at all times and any mess cleared.
- 7.6 no food or drink to be brought on site at any time.
- 7.7 all rubbish to be placed in the bins provided around the site.
- 7.8 during weekdays we suggest members phone prior to arrival (due to other pre booked events on the lake)
- 7.9 to ensure that buoyancy aids are worn at all times whilst on the water, including relaying this to family and friends.

8. Safety

8.1 In addition to enjoyment and learning new skills, safety is of paramount importance at the Centre for all visitors and staff at the site. Clearly any water sports and adventure activities are hazardous by their nature and participants, parents or guardians must accept that there are risks and the inevitable bumps and scrapes which happen during the thrills and spills of fast moving activities. In providing a safe system of work and to manage associated risks:

9 we employ staff trained by RYA PWC Instructors;

9.1 we have a first aider on site at all times 10.1.3 we provide appropriate clothing and equipment for each hire session but suggest water shoes due to uneven walkways & slippery areas and if glasses are worn something to secure them..

9.2 customer must comply with all safety guidelines and instructions given by the Centre and its staff. 10.3all Customers are responsible for ensuring that he/she and/or its members familiarize themselves with the Centre's lake rules and safety notices located in many areas close to the lake, around the site and in reception. 10.4fire regulations and First Aid Post are located in reception in case of emergency.

9.3no alcohol must be consumed whilst using the lake. The center will refuse admission if there is any indication of this due to our strict No Alcohol Policy.

9.4 buoyancy Aids to be worn by all persons using the lake at all times.

9.5 supervision of children is the responsibility of the parent/guardian at all times both in the children's play and paddling areas, as well as around the site, including the car park. We would advise that children within the paddling area wear buoyancy aids for additional safety.

9.6 dogs are allowed on site but are the customers responsibility at all times around the site. They must be kept on a lead and supervised at all times, any excrement must be cleared by the customer and placed in the bins provided. 10.11no food or drink to be brought on site at any time.

9.7 any medical condition or disability must be disclosed prior to using the lake.
9.8 if a customer is under the influence of alcohol or drugs they will not be able to use the lake or equipment and their session will be cancelled without a refund immediately

10 Health

10.1 Customers participating in hire sessions or services at the Centre must be in general good health and must satisfy themselves that the activity is within their abilities (weight restriction applies to jet bikes of 20 stone) which will be advised at time of booking.

10.2 The Customer must make the Centre aware of any injuries, disabilities and/or illness.

10.3 The Centre reserves the right to refuse a booking on medical grounds if the medical condition is considered to be detrimental to the safety and smooth running of the hire session.

10.4 The center reserves the right to refuse a booking if the Customer is under the influence of alcohol or drugs

11. Complaints

11.1 If the Customer encounters a problem or issue relating to the services being provided by the Centre, the Centre will try to resolve such problem or issue as soon as possible. If the problem or issue fails to be resolved, the Customer must report it to the relevant instructor or at the Centre's reception.

11.2 In the event that the Customer does not receive a satisfactory response following the event the Customer may request to meet the Centre's management team.

12. Unruly Behavior

12.1 The Customer and any member of the Customer's party is required to have consideration for other people. If, in the Centre's reasonable opinion, the Customer or any member of the Customer's party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property both on and off the water, the Centre is entitled, without prior written notice, to terminate the use of facilities of the person(s) concerned. Such persons will be required to leave the Centre's property and no refunds will be made and the center will not pay any expenses or costs incurred as a result of the termination

12.2 The Customer shall be liable for any damage or loss suffered by the Centre as a result of disruptive behavior.

12.3 No splashing spectators or any children within the children's play/paddling area

12.4 If a customer has evidence of drinking or alcohol can be detected they will be refused permission to hire any watercraft as the center has a strict No Alcohol Policy.

13. Limitations of Liability – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION

13.1 This Condition 11 sets out the entire financial liability of the Centre (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

13.1.1 any breach of the Contract;

13.1.2 any use made by the Customer of the Services;

13.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

13.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

13.3 Nothing in these Conditions limits or excludes the liability of the Centre:

13.3.1 for death or personal injury resulting from negligence by the Centre; or

13.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Centre.

13.4 Personal property which belongs to the Customer is at all times the sole responsibility of the Customer. The Centre shall not accept any liability for loss of or damage caused to the Customer's personal property unless any loss or damage is due to the negligence of the Centre or its representatives.

13.4.1 the center has lockers at reception in order to store any customers personal items

13.5 Subject to conditions 14.2, 14.3 and 14.4:

13.5.1 the Centre shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

13.5.2 the Centre's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid by the Customer for the Services.

13.6 For the avoidance of doubt, the Centre shall have no liability for any loss or damage suffered by the Customer or any other person as a consequence of any negligence or wrongful act on the part of the Customer.

13.7 The Customer is advised to insure against injury or losses incurred during their booking with the Centre and arrange suitable medical cover for such booking.

14. Intellectual Property

The copyright and all other intellectual property rights in the products and services shown in Centre's brochures, website and other materials shall at all times remain the property of the Centre.

15. Photographs

15.1 photographs taken at Aqua Park may appear in our brochure, Website, Facebook & Instagram pages and marketing materials. If the Customers does not wish to be photographed this should be raised with the photographer. All photos taken are copyrighted by Aqua Park and must not be copied in whole or in part without the express permission of Aqua Park.

15.2 any person wishing to take photographs at the center needs to acquire confirmation prior to proceeding.

16. Data Protection

16.1 Aqua Park takes appropriate measures to prevent unauthorized or unlawful processing of personal data. Personal information requested by the Centre at the time of booking or any other subsequent information is held in its original form and on computer.

16.2 The Centre:

16.2.1 is the data controller for the purposes of the Data Protection Act 1998;

16.2.2 will process your personal information in accordance with the Data Protection Act 1998; and

16.2.3 will not divulge your personal information onto third parties.

16.3 by providing us with your personal information to process a booking, you agree that your personal information can be:

16.3.1 held and accessed by the Centre's authorised staff; and

16.3.2 used to contact you in the future either by email or post to send you e-news and/or marketing materials (including information about future events).

16.4 you can exercise your right to opt out of receiving such e-news and/or marketing materials at any time by contacting us by email at enquiries@lagoonapark.com or by telephone on 0118 988 5959.

17. Circumstances Beyond our Control

The Centre shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its reasonable control including but not limited to, act of God, high winds, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Centre or any other party), failure of a utility service or transport network, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, unusually severe weather or energy supply disruption or default of suppliers or subcontractors.

18. Rights of Third Parties

A person who is not a party to this agreement (except where applicable) any successors and (permitted assigns) shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

19. Waiver

The Centre reserves the right to waive any or all of the Conditions.

20. Literature & Photography

The text, illustrations and images used in Aqua Park promotion and marketing literature are protected by copyright and must not be copied in whole or in part without the express permission of Aquapark Reading Limited. This also applies to Website, Facebook & Instagram pages.

21. Quality Control

Aqua Park endeavor to provide the best quality experience service to all customers visiting our premises.

22. Insurance

Full Employer and Public Liability Insurance is valid and renewed annually.

23. Applicable Law

23.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law.

23.2 The Customer irrevocably agrees that any dispute or claim that arises out of or in connection with the Contract or its subject matter will be dealt with under the exclusive jurisdiction of the English courts.

24. Booking Form Undertaking

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY. THE CENTRE'S ACCEPTANCE OF ANY BOOKING WILL ONLY BE DONE SUBJECT TO YOUR ACCEPTANCE OF THESE CONDITIONS.

You, the Customer, have had the terms and conditions of booking brought to your attention, including the terms of cancellation and you understand that:

- the deposit is not refundable once a booking has been confirmed, unless the hire session is cancelled by the Centre;
- refunds due to cancellation are in accordance with the terms and conditions of booking;
- you shall be liable to pay the session fees if less than forty eight (48) hour's notice of cancellation is given;
- you shall forfeit all fees if less than forty eight (48) hours' notice of cancellation is given;
- by making this booking you agree that you are:
 - sufficiently proficient in water to undertake the hire session in connection with your booking;
 - physically fit to take part in any activity during hire session in connection with your booking; willing to comply with all safety –
 - regulations as required by the Centre;
 - aware that we have advised you to be in possession of adequate cancellation insurance against certain unavoidable cancellation.-
 - aware and agree to comply with our No Alcohol Policy whilst using our machines
- you have read and accept our full terms and conditions which are also available on our website www.lagoonapark.com or by contacting our bookings department on 0118 988 5959; and
- you accept that the Centre is not liable whatsoever in respect of loss or damage to personal property not caused by the negligence of the Centre or its staff.

Whilst every effort has been made to ensure accuracy in this publication, the Centre can accept no liability whatsoever for any errors, inaccuracies or omissions, or for any matter in any way connected with or arising out of the publication of this information. Please check all prices and facilities before making a booking, storing, repair or annual/day membership.