

CARDIFF INTERNATIONAL WHITE WATER CENTRE

(run by the County Council of the City and County of Cardiff, County Hall, Atlantic Wharf, Cardiff CF10 4UW herein referred to as 'CIWW', 'we', 'our' or 'us')

NON CIWW COACHED TERMS AND CONDITIONS

Important

Canoeing, Kayaking, Indoor Surfing, Climbing and other activities available at CIWW are "Assumed Risk" "Water contact sports" that may carry inherent risks. You should be aware of and accept these risks and be responsible for your own action and involvement.

In addition to the terms and conditions below, you must read, accept and sign the Safety and Risk declaration before you use CIWW. We will provide you with a Non CIWW Coached Consent Form which you must complete and the CIWW Rules, Regulations and Etiquette (which are available to view at CIWW reception or available on request). You must follow all notices, instructions and warnings published on site or communicated to you by CIWW representatives.

If you are unsure whether you are able to use the CIWW facilities, or if you have any questions concerning these terms and conditions, Non CIWW Coached Consent Form, Safety and Risk declaration, the CIWW Rules, Regulations and Etiquette please ask a member of staff before you enter into the contract with Us.

1. Booking and payment

- 1.1 Your access to and use of CIWW is subject to these terms and conditions. The completed and signed Safety and Risk declaration, together with these terms and conditions, a completed Non CIWW Coached Consent Form, the CIWW Rules and Regulations and Regulations shall constitute the entire agreement between you ('the Customer' also referred to as a 'Participant') or the person making the booking on your behalf, and us.
- 1.2 Full payment must be received prior to you using CIWW.
- 1.3 Payment can be made by using debit or credit card, cheque, or cash

2. Cancellations by us

- 2.1 Every attempt will be made to ensure that CIWW runs as scheduled. However, we reserve the right to switch off the white water course, Indoor Surfing or restrict access to the Climbing Wall or AirTrail and to close CIWW at any time without notice due to unsuitable conditions, forecasts, prevailing weather conditions, or due to any other factors beyond our control or if we feel that there are unmanageable risks. In the event that CIWW is closed pursuant to this clause then we may at our sole discretion offer you another session or part session without further charge or offer you a reasonable refund.
- 2.2 If you have already commenced using CIWW or any activity at CIWW when it is cancelled or closed pursuant to clause 2.1, we will take any time you have already spent at CIWW into account when deciding how best to reasonably compensate you.

3. Our Liability

- 3.1 We will not limit our liability to you for any personal injury (including death) which you may suffer as a result of our negligence. Our liability to compensate you for any loss or property damage is limited to a reasonable amount having regard to such factors as to whether or not the damage was due to a negligent act or omission by us.
- 3.2 We will compensate you for any loss or damage you may suffer if we fail to carry out duties imposed on us by law (including if we cause death or personal injury to you by our negligence) unless that failure is attributable to (i) your own fault; (ii) a third party unconnected with our provision of services under this agreement; or (iii) events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care. In the case of (i) if requested you agree to compensate us for any loss or damage caused as a result of your act or omission

4. Use of craft

In using your own craft/equipment it is your responsibility to ensure it is of satisfactory quality and fit for purpose. You must ensure that you have the required safety equipment e.g appropriate personal protective equipment (PPE) as detailed in the CIWW Rules Regulations and Etiquette. We reserve the right to carry out checks on any craft and/or equipment at any time and if they are not suitable or fit for purpose we can request that you cease to use the same at CIWW.

5. Under 18s

All persons under the age of 18 years ('Under 18's') will require a completed Non CIWW Coached Consent Form and Safety and Risk Declaration signed by an appropriate parent or legal guardian before being allowed to use CIWW. The requisite consent form is available from us and a duly completed and signed consent form must be returned prior to participation.

6. Data Protection / Privacy

- 6.1 The information you have supplied will be treated in accordance with the provisions of the Data Protection Act 1998.
- 6.2 We may occasionally take photographs of Participants for publicity purposes, including reproduction on our website, and in submitting your booking you are indicating your consent to the same, unless you mark the box on the Consent Form to indicate otherwise.
- 6.3 We will use your email address to contact you with information about our services and special offers.
- 6.4 We may use CCTV to monitor our premises for security purposes and to review any incidents which may occur on the premises.

7. Adherence to Rules

- 7.1 You must comply at all times fully and promptly with the CIWW Rules, Regulations and Etiquette and any and all other safety regulations and instructions issued by us, our staff and / or our instructors from time to time.
- 7.2 You must not do anything (or omit to do anything) which may cause damage or loss to our property or facilities, to other Participants or cause nuisance, annoyance, disturbance, inconvenience or injury to any other persons on the premises.
- 7.3 We reserve the right to terminate the stay/use of our facilities by any person(s) whom we reasonably considers to be in breach of this condition 7.1 and/or 7.2, and such persons may be required to leave CIWW immediately. No refunds will be made in this event, and we will not accept liability for any expenses, claims, losses or costs incurred as a result of such termination.

8. General

- 8.1 Eating and drinking are only permitted in the designated cafeteria and vending areas.
- 8.2 Smoking and non-prescription drugs are not permitted anywhere within CIWW or the car park. Anyone in possession of or under the influence of any such items will be refused admission.
- 8.3 Any persons who are thought to be under the influence of drink / and or drugs (at the sole discretion of CIWW staff) will not be permitted to use CIWW facilities and partake in any activities. No refund will be given.
- 8.4 If you wish to send us any notice or letters then you should send it to the address and for the attention of the relevant person you wish to contact. If you are unsure as to whom to send any notice or letter, then please send it to us at Cardiff International White Water, Watkiss Way, Cardiff, CF11 0JS.
- 8.5 For the purposes of the Contracts (Right of third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 8.6 This agreement is governed and construed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 8.7 We must be notified of lost property within 6 weeks, as any items found are disposed of after this period.