

CARDIFF INTERNATIONAL WHITE WATER

(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')

COACHED ACTIVITIES BOOKING TERMS AND CONDITIONS

Important

Canoeing, Kayaking, Rafting, Air Trail, Indoor Surfing and other activities available at CIWW may carry inherent risks. You should be aware of and accept these risks and be responsible for your own actions and involvement.

In addition to the terms and conditions below, you must read, accept and sign a Consent and Safety & Risk Declaration Form before you use CIWW. We will provide you with the CIWW Rules, Regulations and Etiquette (available to view at CIWW reception). 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 participate in any activity, or if you have any questions concerning these terms and conditions, your booking form (where applicable) or the Consent and Safety & Risk Declaration form, please ask a member of staff before you enter into a contract with the Us.

1. Booking and payment

- 1.1 Your use of the CIWW facility whilst participating in any scheduled CIWW activity is subject to these terms and conditions. The completed and signed booking form (when payment is not received in advance) together with these terms and conditions, a completed Consent and Safety & Risk Declaration Form and the CIWW Rules, Regulations and Etiquette shall constitute the entire agreement between you ('the Customer' also referred to as a 'Participant') or the person making the activity booking on your behalf, and us.
- 1.2 In the event that you are booking an activity on behalf of a group, "you" and "your" shall be deemed to include each member of that group. Furthermore, you as the individual booking the activity agree to ensure that each member of the group has read and agrees to comply with these terms and conditions.
- 1.3 A completed booking form or full payment must be received prior to you attending your chosen activity.
- 1.4 Once your booking has been made and or received by CIWW, a minimum of a 25% deposit is required before your booking can be confirmed. This deposit is **non refundable**.
- 1.5 Should you wish to pay your deposit by cheque, you must ensure that we receive your cheque within 5 working days of booking for us to confirm and secure your booking.
- 1.6 The remainder of the payment (75% of the full cost of booking) is required a minimum of 3 weeks before the activity start date in order to secure the booking.
- 1.7 Any bookings made less than 3 weeks before the activity start date must be paid in full at the time of booking.
- 1.8 Payment can be made by using debit or credit card, cheque, cash or by invoice.
- 1.9 Prior to utilising the CIWW facilities, all participants will need to sign the Medical Consent Form (Activities) which we will make available to you. As a patron of CIWW, it is your responsibility to inform CIWW if the medical health of any of your party, or yourself changes in the duration of your booking.

2. Cancellations by us

Every attempt will be made to ensure that CIWW activities run as scheduled. However, we reserve the right 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.

- 2.1 In the event that CIWW is closed then pursuant to this clause we may at our sole discretion offer you another session or part session without further charge or offer you a reasonable refund.
- 2.2 CIWW may at its sole discretion cancel any bookings that have not been confirmed (i.e. paid in full) 3 weeks before the activity start date. In such circumstances, you will lose your 25% deposit.
- 2.3 If you have already commenced your 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. Cancellation by You

- 3.1 We recognise that occasionally you may wish to change your mind. If you wish to cancel your activity booking we operate the following cancellation policy:
- 3.2 If we receive notification of your cancellation 22 days or more before your activity start date, we will refund you any monies paid less your 25% deposit. We will endeavour to return your payment within 14 days of receipt of your cancellation request.
- 3.3 If we receive your cancellation request 8-21 days before your activity start date, we will issue you with a 50% refund.
- 3.4 If we receive your cancellation 7 days or less before your activity start date, we will not issue you with a refund.

4. Liability

- 4.1 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.
- 4.2 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.

5. Equipment, Instruction & Supervision

- 5.1 If you choose to use your own craft/equipment on your chosen activity it is your responsibility to ensure it is of satisfactory quality and fit for the purpose of the activity undertaken. You must ensure that you have any required safety equipment. 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.
- 5.2 The training and instruction you will receive is specific to the CIWW environment. We can not guarantee that the skills learnt on any CIWW activity will be transferable to any other activity which carries different inherent risks.
- 5.3 In booking and participating in a CIWW activity you agree to follow the directions and orders of any CIWW activity instructor.

6. Under 18s

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

7. Data Protection / Privacy

- 7.1 The information you have supplied will be treated in accordance with the provisions of the Data Protection Act 1998.
- 7.2 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 and safety risk declaration form or booking form to indicate otherwise.
- 7.3 We may use CCTV to monitor our premises for security purposes and to review any incidents which may occur on the premises.
- 7.4 We will use your email address to contact you with information about our services and special offers.

8. Adherence to Rules

- 8.1 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.
- 8.2 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.
- 8.3 We reserve the right to terminate the stay/use of the Facilities by any person(s) whom we reasonably consider to be in breach of these terms and conditions, 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.

9. General

- 9.1 Eating and drinking are only permitted in the designated cafeteria and vending areas.
- 9.2 Smoking & non-prescription drugs are not permitted anywhere within CIWW inc. car park. Anyone in possession of or under the influence of any such items will be refused admission.
- 9.3 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
- 9.4 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 0SY.
- 9.5 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.
- 9.6 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. We must be notified of lost property within 6 weeks, as any items found are disposed of after this period.

10. Your Obligations

- 10.1 You will pay the sums required under this agreement in accordance with the programme set.
- 10.2 You must ensure that all users under this Agreement behave in a manner that is respectful to the Facility and the users thereof.
- 10.3 You must ensure that all parts of the Facility used by your participants are left in a clean and orderly manner and that all defects are reported to the site management.