

SOUTHWATER WATERSPORTS TERMS AND CONDITIONS

Definitions In these terms and conditions

- The 'company' means Southwater Watersports Ltd.
- The 'customer' means any person, firm, company or other legal entity which places an order or buys any products or services from the company.
- 'Hired' means any item provided for the use of accessing the water in their time slot.
- 'Service' means any course or facility offered by the company
- 'Statutory Interest' means statutory interest for the late payment of commercial debts (Interest) Act 1998.
- Terms and Conditions means these terms & conditions of provision and engagement.

Booking Conditions

- The contract shall be formed when the company acknowledges acceptance of the customers booking form and required deposit/ payment.
- Participation in adventurous activities entails some risk of injury. All staff employed by the company are trained and appropriately qualified to run activity sessions and will at all times proceed in a manner to limit the risk of injury. However, customers need to accept that accidents and injuries can happen.
- The company hold no responsibility for any accidents or injuries incurred to the customer whilst hiring equipment from the company.
- Any customer under the age of 18 years must have the explicit permission of his/her parent or guardian before being able to take part in any activity/course offered by the company. The parent or guardian need to be aware and accept the risks involved in adventure activities and satisfy themselves accordingly.
- Anyone under the age of 8 must be directly accompanied by an adult in a tandem craft (Double Sit-on Kayak or Rowing boat)
- The youngest customer allowed is one who will fit in our smallest life jacket.
- The customer is responsible for the safekeeping of all equipment issued for use during the activity/course. With the exception of fair wear and tear the company reserves the right to charge for equipment that has been lost or misused.
- All bookings are on the basis that the customer will, at all times, observe the safety regulations and guidance provided by the company.
- The contract is subject to availability of a course place/date and the acceptance by the customer of these terms and conditions.
- All information is produced in good faith that it is accurate at the time of going to press and the company may correct any errors at any point.
- No watersports/ hirer is not allowed in the buoyed off areas (wildlife and beach areas).
- The hirer shall stay with their craft as best they can to reduce injury or loss.
- The hirer understands that the buoyancy aid (and any other safety equipment provided) must be kept on and fitted when on the water.
- All participants must wear, as a minimum, Tee-shirt, shorts and footwear to partake in watersport or hire.

Closed/ Group Bookings

- Places can only be reserved by the company receiving a completed booking form and the non-refundable deposit.

- A completed booking form plus an official purchase order issued by a recognised buying authority confirming acceptance of our terms and conditions upon which we will issue an invoice for the full amount of the course.
- The balance of the fee is payable 2 weeks prior to the commencement of the course. In the event that the balance is not paid the company will have the discretion to treat the booking as cancelled by the customer. The time for payment shall be the essence of the contract.
- The whole course fee is required to reserve a place for any booking made within 2 weeks of the commencement of the course.
- Variations in the numbers originally agreed may incur additional charges.

All Fees

- If payment is not made in accordance with this condition the company reserves the right to charge Statutory Interest on the overdue/outstanding balance for the period from the date on which the payment became due until the date on which payment is made including any period after the date of judgment or decree against the customer. Interest and Compensation is in-line with the Late Payment of Commercial Debts (Interest) Act 1998.
- In the event of any cheque from the customer being dishonored, a charge of £25 will be made to the by the customer to cover bank and administrative costs.
- Cheques are not accepted

Cancellation by the customer

All cancellations must be in writing or email. The company will acknowledge a cancellation within 5 days of receiving it. Until the customer has received confirmation the original booking remains valid.

The customer will be charged on the following basis:

Notice of cancellation given	% of total costs due to the company
Deposits are non-refundable	
20 days or more before	50% due
19 to 3 days before	75% due
2 days or less	100% due

Cancellation by the company

Whilst every attempt is made to ensure that courses/activities actually run, the company will notify the customer of cancellation as soon as practicable where it believes on reasonable grounds that cancellation is necessary due to dangerous and/or unsuitable conditions for the course/activity.

The company shall notify the customer of cancellation not less than 24hrs prior to the commencement of the course/ booking.

In the event of cancellation customers will be offered the choice of the following options: -

- Full refund of the fee paid; or
- Another booking on a different date.

Weather

- All outdoor adventurous activities are subject to operating in safe weather.
- Southwater Watersports do not offer refunds for rainy or windy days.
- We adopt the RoSPA's 30/30 rule for lightning; if the count of time between the flash and clap of thunder is 30 seconds or less, then all water-based activities will cease. A 30-minute gap after the last clap of thunder is needed before activities commence again.
- 'Safe' weather is deemed by the Centre on the day.

Water Quality

- Horsham District Council in partnership with the Company maintains supervision of Cripplegate Lake and surrounding area, but as a larger body of untreated open water hosting a range of wildlife, factors beyond the Council's control may create an unsuitable environment for watersports. In such circumstances the Council reserve the right to close the lake to watersports activities.
- The lake can also have varying bacterial levels which cannot be controlled and so people who take part in watersports at the lake should, therefore, be aware of the inherent risks associated with inland open water, such as Leptospirosis (Weil's Disease) and the Council or Company cannot be held liable for any ill health resulting from such activity.

Health Statement

Customers participating in courses/activities must expect to be involved in adventurous and sometimes strenuous activities. Although prior experience and/or training is not necessary on all the courses/activities customers are expected to be of good general health.

The medical section must be completed as part of the booking process.

All prior injuries and/or serious illnesses must be declared. Any injury or illness occurring between the time of the declaration and the commencement of the course must be reported. The customer must satisfy themselves that taking part in the course is within their own capabilities. The company reserves the right to refuse a booking on medical grounds if it is considered to be detrimental to the safety of the course.

General Safety Statement

Outdoor adventurous activities take place in varied natural environments where there are natural hazards and risks to manage. Every effort will be made by the Southwater Watersports staff to provide realistic training in a safe manner. Customers participating in courses are expected to comply with all safety guidance and instructions given by Southwater Watersports and its staff. For more information, please ask for your Health and Safety Policy, Risk Assessments and Standard Operating Procedures.

Behaviour Statement

- Behaviour that disrupts the smooth running of an event may result in the disruptive customer(s) being removed.
- Any persons abusing equipment or being abusive to any person whilst hiring from the company will be refused hire in the future.
- Any damage caused to property or equipment as a result of unruly behaviour will be charged for.
- Any person knowingly and continually getting in the way of courses can be asked to leave the water early with no refund.
- Any persons continually falling off or in the water from the Hired equipment deliberately can be asked to leave the water early with no refund
- Where the company reasonably suspect that the customer(s) are/ have been consuming alcohol, they will not be allowed to take part in activities, hires or sessions.
- Where the company reasonable suspects that the customer(s) are/ have been taking part in drug-taking, they will not be allowed to take part in activities, hires or sessions.
- All safety equipment provided must be worn at all times to minimise risk.
- **The Company reserves the right to refuse hire to any persons deemed unsuitable**

Personal Property

Property belonging to the customer is at all times the responsibility of the customer unless any loss or damage is due to any negligence by the company or its representatives.

General Complaints Statement

If the customer encounters any problem or difficulty the company will try and resolve them as soon as is possible. In the first instance report anything either to the instructor, the course director or the management at the Centre. If your complaint is not resolved to your satisfaction please write to the Director at: - Southwater Watersports Ltd, Cripplegate Lane, Southwater, RH13 9UN. Your concerns will be dealt with within 28 days of writing. Please ask for our complaint's procedure for more information.

Force Majeure

The company shall have no liability whatsoever in respect of any delay or failure in delivery of any of the courses or of any of the company's other obligations due directly or indirectly to any cause whatsoever outside the reasonable control of the company including but not limited to act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes or other industrial disputes, unusually severe weather or energy supplies.

General Data Protection Statement

The personal information requested by the company at the time of booking plus any subsequent information is held in its original form and on computer. The information is required to assist the company, employees, agents and sub-contractors to deliver the course and in maintaining the company's high standards of delivery. By providing us with the information to process your booking you are agreeing that the information can be kept and accessed by authorised company personnel. Contact details will be used to advise you of future offers either by post or email. If you do not want to receive future mailings please advise us.