



WOKINGHAM
BOROUGH COUNCIL

Dinton Activity Centre

Terms and Conditions

The following terms and conditions are an excerpt from our full terms and conditions which are available on our website (www.dinton-pastures.co.uk) and on request.

Statement of Risk: *Outdoor and adventurous activities often involve learning new skills in unfamiliar environments. As such these activities have an element of risk, which includes a danger of personal injury or death. Participants and/or their parents/guardians undertaking these activities should be aware of and accept these risks and be responsible for their own actions. The Council ensures that its range of safety management systems are inspected regularly by external National Governing Bodies, including the Adventure Activities Licencing Authority, the Royal Yachting Association and the British Canoeing. The council reserves the right to cancel or modify any activity if it believes there to be unacceptable risk attached in offering such an activity to the public. The Council's decision is at its sole discretion.*

Statement of Physical Ability: *You should ensure that you have an adequate level of fitness and a certain level of confidence, in order to take part in the activity that you wish to book. The Council reserves the right to cancel or modify your activity or booking if your physical ability puts you, other customers, the general public or Activity Centre staff at adverse risk. If you have any concerns about this please contact The Activity Centre before your course and discuss it with our instructors on the day.*

Disclaimer: *I/We the Customer/s understand that we are taking part in this activity at our own risk, and I accept that The Activity Centre will not accept any liability for any damage to or loss of property belonging to customers, members or their guests to The Activity Centre except in the case of death or personal injury caused by the negligence of The Activity Centre or officers, staff, volunteers or servants of Wokingham Borough Council, neither The Council nor The Activity Centre shall be liable to me/us or any other party whether arising in contract, tort, negligence or breach of statutory duty or otherwise arising out of the use of the club premises and any other facilities of the activity centre. I understand that customers, members of The Activity Centre and their guests may use The Activity Centre premises and any other facilities of The Activity Centre entirely at their own risk and accept that centre will not accept any liability for any damage to, or loss of, property belonging to customers, members or their guests unless this has occurred as a result of negligence on the part of the staff of the Activity Centre or officers or servants of the Council or volunteers under the control or supervision of the Council.*

Data Protection: *The details provided on this form will be stored for one year, and archived for five years. Your information will not be shared with other organisations. If you supply us with your e-mail address and opt in your email address will be added to our electronic mailing list. The participants' contact details will not be sold or passed to further third parties. Dinton Activity Centre occasionally takes photos of participants for publicity, including use on our own website [www.dinton-pastures.co.uk] and Facebook page [www.facebook.com/wokinghamdac and www.facebook.com/wokinghamboroughcouncil]. If you do not wish for the participant(s) to be photographed, please opt out on your consent form.*

Cancellation by The Customer *Cancellations must be made in writing and the following refunds will be available: If you cancel up to six weeks before your booking, you will be given a full refund including any deposit. If you cancel between six and two weeks before your booking, you be given a 50% refund and/or lose your deposit. If you cancel less than two weeks before your booking, you will not be eligible for a refund and you will be liable for the full cost of your booking, should you not have previously paid. Where payment is taken over the phone or online you have 14 days to change your mind and receive a full refund, unless your activity has already started.*

Amendments by The Customer: *A request for a booking amendment must be made in writing, up to two weeks before your booking. Amendments may be made to the time, date, activity and participants of a booking. Amendments are subject to availability and at our discretion.*

Cancellation by The Activity Centre: *We reserve the right to cancel or reschedule any activity for the following reasons: Adverse environmental conditions such as: electrical storms, high winds, algal blooms, frozen waters, equipment breakages, instructor sickness, insufficient uptake or extra ordinary circumstances out of our control. Rescheduled courses will be re-allocated up to 6 months from the date of your original course. Cash refunds will not be available; however the customer will be issued with a gift voucher, of equal value. The gift voucher can be used to re-book onto any course or activity of their choice. Gift vouchers will have maximum expiration date of 365 days from the date of issue.*