

# Terms and Conditions

## 1) Definitions

- a. The following definitions shall apply throughout this document
- b. We, Us, Our, The Council or The Activity Centre means Wokingham Borough Council, which owns and operates Dinton Activity Centre.
- c. I, We, You, Your or The Customer means any person, company, organisation or other legal entity which makes a booking or purchases a service from The Activity Centre.
- d. Participant means any person taking part in an activity purchased from The Activity Centre.
- e. Members are any person or persons who maintain a valid membership of The Activity Centre.
- f. The Service means any course, activity, product, equipment, service or facility offered by The Activity Centre to The Customer for which a charge is payable.
- g. Any reference to writing or written means communication by letter or email. No other form of communication is applicable.

## 2) Applicability

- a. These terms and conditions apply in all circumstances where a booking and/or purchase of an activity, course, product, equipment, service or facility is made by a Customer from The Activity Centre. No other terms and conditions are accepted unless any additional and or amended terms and or conditions are applied by The Council to any activity course product equipment service or facility.
- b. These terms and conditions will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England.

## 3) General

- a. **Statement of Risk:**
  1. 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.
  2. The Council ensures that it's 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.
  3. 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.

**b. Statement of Physical Ability:**

1. 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.
2. If you have any concerns about your medical fitness to take part in an activity please consult with your doctor before booking. If you would like to discuss any adjustments we may be able to make to assist with this please call the activity centre in advance of your booking.

4) **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.

**5) Data Protection**

- a. For our GDPR policy visit <https://www.wokingham.gov.uk/council-and-meetings/information-and-dataprotection/data-protection/> and read our privacy statement.
- b. 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.
- c. Dinton Activity Centre occasionally takes photos of participants for publicity, including use on our own website [www.dinton-pastures.co.uk] and Facebook page [<https://www.facebook.com/dintonpasturescp> and [[www.facebook.com/wokinghamboroughcouncil](https://www.facebook.com/wokinghamboroughcouncil)]. If you are happy for participant(s) to be photographed, please opt in during the booking process.

**6) Scheduled Activities**

- a. Our scheduled activities are generally advertised in our 'What's On Guide' [listed and available to download from [www.dinton-pastures.co.uk](http://www.dinton-pastures.co.uk). Our scheduled activities have a minimum age requirement.
  1. Activities where children are signed into our care, such as school holiday courses, have an age restriction. This restriction is applied to children under the age of six, unless otherwise stated.

2. Our group events have a minimum age requirement depending upon the type of activity package, clearly advertised on the website.
3. Underage or unaccompanied (where applicable) participants will not be allowed to participate in their activity.
- b. Some of our scheduled activities have an experience or qualification pre-requisite.
  1. Experience is judged by a relevant Senior Instructor [experience is based upon either formal qualifications being presented or by means of a verbal and physical knowledge test where appropriate, in accordance to the relevant syllabus and experience level].
  2. Participants that do not meet the pre-requisites of their activity will not be allowed to complete that activity. Where possible they will be moved onto another activity running simultaneously.
- c. Bookings may be made in person or by telephone, email or online. [Booking and Enquiry line: 0118934 4424, [dintonactivitycentre@wokingham.gov.uk](mailto:dintonactivitycentre@wokingham.gov.uk)]
- d. Bookings are confirmed upon receipt of full payment, which may be made by debit/credit card, cash, or invoice.
- e. **If you are late for your safety briefing at the start of your shared activity session, you will not be able to participate for health and safety reasons and refunds will not be available. If you are late for the start of your one to one activity session, you will be able to participate, but your session will finish at the original end time and no extension to the session length will be made, nor a discount or refund given.**
- f. **If you are late to boat hire, you will be able to go out, but your session will finish at the original end time and no extension to the session length will be made, nor a discount or refund given.**

## 7) Group Events

- a. Our group events are available for parties, school and youth groups and corporate teams. They are booked as a package and are open by invitation of the group leader only.
- b. Group events have a minimum group size of six people.
- c. Discounts may be available for registered charities, Ofsted inspected schools and nationally organised youth groups. A minimum group size of at least 20 people may apply.
- d. Our group events have a minimum age requirement
  1. Watersports have a minimum age of 8.
  2. Land based activities have a minimum age of 4.
- e. Bookings may be made in person or by telephone or by email.
- f. Your activities, chosen date and times are not secure until we confirm your booking.
- g. Bookings are confirmed upon receipt of a deposit.
  1. Our standard deposit is £100 per day or 10% of the total cost, whichever is greatest.

2. Payment may be by debit/credit card, cash or invoice.
  3. Where our quote is less than £100, full payment is required to confirm your booking.
- h. Full payment and final numbers are due no less than 21 days prior to your booking.
1. Failure to make full payment may result in your booking being cancelled. Any cancellations made within the 21 days prior to your booking will not be entitled to a refund.
  2. Final numbers can be amended in the 21 days prior to your booking with the written agreement of the Activity Centre. Any reduction in numbers will not result in a refund. Any additional participants will incur extra costs and must be approved in advance by the Activity Centre. It is not always possible to amend the numbers of your group booking in the 21 days prior to your activity, any amendments made will need approving by the Centre.

### **8) Bespoke Tuition**

- a. We offer bespoke tuition for individuals, couples or small groups up to 6 participants.
- b. Private tuitions have a minimum age of 8, except where a paying adult guardian accompanies the child on the activity, in the same craft where applicable.

### **9) Consent Forms**

- a. A consent form must be presented for each participant on a scheduled activity. [Consent forms can be completed at the activity centre reception or completed online <https://www.dintonpastures.co.uk/adventurous-activities-courses-and-holiday-clubs/activity-consent-form/>] or if they are booking through Booking Live the consent form is part of the booking process.
- b. If no information changes, we will accept a single consent form for the calendar year.
- c. For group events, the group leader has the choice of presenting individual consent forms or a single group consent form. In either case, we will require all relevant medical information [as requested in the form] relating to the participants.
- d. It is your responsibility to tell us if any of the information on the consent form changes.
- e. Failure to present a complete and signed consent form will prevent a participation in the activity.

### **10) Assessments**

- a. Some of the Activity Centre's scheduled activities include an assessment against a national governing body syllabus.
- b. Participating in an assessment does not automatically lead to you passing the assessment.
- c. All assessment results are at the sole discretion of the assessor.

- d. If you would like to appeal an assessment decision, you will have to follow the appeal guidelines of the relevant national governing body.

### **11) Car Parking**

- a. Participants should ensure they have a valid car park permit or ticket for the duration of their activity, which must be clearly displayed on their vehicle.
- b. A car park ticket for the duration of the activity is included with adult and instructor training courses.

### **12) Cancellations and Amendments**

- a. Cancellation by The Customer Cancellations must be made in writing and the following refunds will be available
  - 1. If you cancel up to six weeks before your booking, you will be given a full refund.
  - 2. If you cancel between six and two weeks before your booking, you be given a 50% refund and/or lose your deposit.
  - 3. 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.
  - 4. 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.
  - 5. If you are cancelling due to COVID-19 isolation, we will kindly request that you provide us with evidence of your isolation request from the NHS Track and Trace app. Or positive test result. Upon receiving this we will move your booking or offer you a gift voucher for the total of the booking.
- b. Amendments by The Customer
  - 1. Amendments may be made to the time, date, activity and participants of a booking up to 48hrs prior to the booking date.
  - 2. Amendments will be charged at £15 per booking.
  - 3. Amendments are subject to availability and at our sole discretion.
- c. Cancellation by The Activity Centre: We reserve the right to cancel or reschedule any activity for the following reasons:
  - 1. Adverse environmental conditions such as: electrical storms, high winds, algal blooms, frozen waters, equipment breakages, instructor sickness, insufficient uptake or extraordinary circumstances out of our control [force majeure].
  - 2. Rescheduled courses will be re-allocated up to 6 months from the date of your original course, unless cancelled under extenuating circumstances. This is at the discretion of the Centre Manager. The standard reallocation period will be extended up to 12 months
  - 3. 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.

### **13) Promotions**

- a. From time to time we may offer discounts, coupons and other such promotions.
- b. If you have already purchased a service from us, prior to a promotion being offered, no refund will be offered in respect of the promotion.
- c. To take advantage of a promotion, you must present the coupon or voucher code at the time of purchase.
- d. You may only use one offer or promotion for each purchase, unless otherwise stated.

### **14) Gift Vouchers**

- a. Gift vouchers expire 365 days from the date of purchase. The Lake Access Pass start date or activity you wish to book must fall within this period.
- b. Each voucher has a voucher code which may only be used once. Any attempt to make a purchase with a non-existent, expired or redeemed voucher will be rejected.
- c. Our gift Annual Lake Access Pass vouchers are non-transferable. This means you cannot change the type of membership gifted once the purchase has been made or use the value of the gifted membership for any other products. You may also not transfer ownership of the voucher to a third party.
- d. Gift purchases cannot be used in conjunction with any other offer or promotion.
- e. Gift vouchers can be redeemed against any Dinton Activity Centre transaction, except our car park charges and promotional events.

### **15) Participants and Code of Conduct**

- a. The participant(s) shall be subject to the authority, guidance and discipline of The Activity Centre staff.
- b. Participants should read and understand the Safeguarding and Anti Bullying policies of the Activity Centre, which are available on our website or by request.
- c. Medical information will be stored and used for the safety of the participant during the activities. In the event of an accident or illness requiring emergency treatment, you authorise any GP or hospital authority to administer any emergency measures required.
- d. Participants must be adequately and safely equipped and clothed for the activities planned, as outlined in our pre-course information.
- e. Participants may be removed from an activity if The Activity Centre considers their conduct or the operating environment to be unsafe. Participants must refrain from being under the influence of intoxicating substances whilst undertaking an activity. Every reasonable effort will be made by The Activity Centre to ensure the safety of the participant.

- f. Personal Flotation Devices (PFD) must be worn at all times whilst on the water or the pontoons (paddleboards with an appropriate leash are exempt). If you wish to use your own PFD, it must be in good working order and carry a 'CE' mark.
- g. An appropriate wetsuit or dry suit and thermal layers must be worn during the period of 1<sup>st</sup> October – 31<sup>st</sup> March. For certain activities, this may be waived at the Senior Instructors discretion.
- h. Any aggressive, abusive or disrespectful behaviour will result in an instruction to leave the facilities and an investigation may follow.
- i. All Customers, members or their guests must use the bins provided or remove their own rubbish, dropping rubbish on the site will be considered as littering.
- j. No valuables should be left in the changing room facilities, and if stored on site, they are left at your own risk. It is advised that customers use the lockers provided.
- k. All Customers, members and their guests are requested to respect other users of the facilities
- l. Emergencies on the site must be reported to staff to ensure we can coordinate the emergency response.
- m. The decisions of the Senior Instructor are final.

#### **16) Lost Property**

- a. Lost property will be collated each evening
- b. Every effort will be made to cross reference the labelled items with course participants. Contact will be attempted with the owner.
- c. Valuable items such as cards, watches, phones & keys will be securely stored and logged.
- d. Before any item is returned to a Customer a description of the item must be given by the Customer.
- e. Lost property will be kept for two weeks. Non-valuables will be recycled or donated to charity. Valuables will be given to the police.
- f. No compensation will be given for any lost property.

#### **17) Boat Hire**

- a. Boat hire is available on a pay book and play basis from April to September at weekends and during Wokingham Borough school holidays.
- b. Bookings outside of these times may be arranged with prior discussion with the Activity Centre.
- c. Boat hire is subject to availability and the prevailing weather conditions. If conditions deteriorate during your boat hire, we reserve the right to remove you from the water. Refunds for the value of hire remaining will be given as gift vouchers.
- d. Cash refunds are not available – amendments to your boat hire booking must be made 48 hours in advance, either by phone, email or in person.
- e. Children under the age of eight must be accompanied by an adult in the same craft.

- f. Children under the age of 16 must be supervised (in line of sight) by an adult from the shore.
- g. Buoyancy aids or life jackets must be worn correctly at all times, whilst on the water.
- h. Boats hired for 30 minutes or under must stay on the nearside of both islands.
- i. Boats hired for 1 hour or more can go beyond the islands at their own risk.
- j. Swimming is not permitted in the lake except for supervised swimming sessions, or in the event of a capsized.
- k. Any damages, over the cost of £20, to the craft hired will be charged to you at a rate of 50% of the repair costs.

### **18) Use of own boats**

- a. Day tickets allow visitors to take their own boat onto the lake during The Activity Centre operating times.
- b. Annual Lake Pass holders receive launching rights as part of their pass. If they wish to take their boat on to lake outside of our operating hours, they must have a 'buddy system' in place. The 'buddy system' ensures that should the member get in to difficulty, there will be another person in contact on the shore to facilitate a rescue or call for help. This person must be in line of sight or be able to be contacted via mobile phone, kept on your person in a waterproof pouch.
- c. All boats must be insured for third party liability, have suitable buoyancy and be in an adequate state for use on the water in the prevailing weather conditions.
- d. Swimming is not permitted in the lake except for supervised swimming sessions, or in the event of a capsized.

### **19) Lake Access Passes**

- a. The Activity Centre offers an Annual Lake Pass [for a twelve month period] which provides the following rights and discounts
  - 1. Access to changing facilities and toilets
  - 2. Safety cover during Centre opening hours (see website)
- b. Annual Lake Passes are available online and The Activity Centre reserves the right to decline a Pass at its sole discretion.
- c. Membership fees buy you a minimum of 12 months membership and are not refundable.
- d. Renewals are the responsibility of the member, although we may send you a reminder.
- e. Annual Lake Access Passes and storage fees, along with the discounts are set out in The Council's annual fees and charges, which are available on the Wokingham council website.
- f. A valid Annual Lake Access Pass is required to take part in an activity where a membership discount has been applied.
- g. Car park permits for the country parks are available from Wokingham Borough Council, for an additional fee. Permit applications can be downloaded from the website.



- h. Important correspondence should be sent via email to [dintonactivitycentre@wokingham.gov.uk](mailto:dintonactivitycentre@wokingham.gov.uk), or by post to 'Wokingham Borough Council, Dinton Activity Centre, Davis Street ,Hurst, Berkshire, RG10 0TH'.
- i. Parents and guardians have sole responsibility for and shall supervise their children at all times whilst they are in the Activity Centre. The Activity Centre cannot be expected to provide supervision. During The Activity Centre operating hours The Activity Centre staff will monitor the water and provide first aid if required.
- j. Family membership is available for up to four people residing at the same address.
- k. Concessionary membership: A discounted membership price is available for qualifying adults under the following criteria:
  - 1. Persons in full time education
  - 2. Persons over the national retirement age
  - 3. Persons on a government training scheme
  - 4. Persons on a low income, receiving a means tested benefit and who reside in the borough of Wokingham, paying council tax to the council.
  - 5. Persons under the age of 18.
- l. Evidence is required that a person meets the criteria above. This should be presented with the application form and copies may be held for future reference.
- m. All lake access passes are for personal use only and should not be used for any commercial purposes. Any unauthorised commercial use of the lake may result in you being asked to leave the site without refund, and future lake access passes may be cancelled without refund. All commercial activity conducted on the lake must be discussed with the activity centre team and must be agreed in writing prior to the date of instruction. Commercial activity includes but is not limited to any tuition or tours of the lake conducted for "hire or reward".

## **20) Hire of facilities**

- a. The Customer will be responsible for ensuring the proper, legal conduct of their employees, volunteers and guests. The Customer may not sublet any facility hired to them.
- b. The Council shall at all times during the period of hire have unrestricted entry to the facility and reserves the right at its absolute discretion to refuse admission to or evict any person from the facility. If the Customer's use of the designated facility extends beyond the allocated time the Customer will be liable for an additional charge.
- c. The hired facilities should be left in an undamaged, clean, tidy and secure condition; otherwise a cleaning charge of £50 will be applied and any repairs or replacements will be charged to the Customer at cost.
- d. The Customer is responsible for ensuring that the following Council rules and procedures are adhered to: smoking, car parking, fire evacuation, health and safety

- e. The Council's onsite concession should be granted first refusal for any catering requirements. Other external caterers may not be engaged without prior written approval from the Council.
- f. Licensable activities, including but not limited to gambling and the supply of alcohol, are prohibited. Music and other loud noise should cease by 11pm, except by prior written approval from the Council. The Customer is responsible for ensuring the legal use of copyrighted materials.
- g. Photography and filming at the facility, with the exception of personal non-commercial use, may not take place without the prior written consent from the Council.
- h. By agreeing to our terms and conditions the Customer agrees:
  - 1. To indemnify the Council against all loss, costs and damages to the Park and any other of its properties / interests and any third party liabilities that may occur as a result of this activity
  - 2. To maintain a Public Liability policy of insurance for a minimum indemnity of £5,000,000 and to provide a copy of the insurance certificate to the Council.
  - 3. To ensure compliance with national governing body regulations and licencing rules that may be applicable to their activities whilst operating on the Park.
  - 4. To ensure that any event licences are explored and granted, should they be needed for the scope of activity / event e.g. temporary event notice or premises licence.
  - 5. To ensure that a traffic management plan is in place for events where there is expected high volume of vehicles entering / exiting the park and using the local roads.
  - 6. To provided Event Marshalls to assist with car parking and event registration where needed.
  - 7. To ensure that all staff and volunteers meet the qualification prerequisites for each element of an activity and that the staff to participant ratios is in line with governing body regulations, your event operating procedure policy and The Parks Operating Procedures.
  - 8. To perform activities at the Park only in accordance with the Council's standard operating procedures, rules and code of conduct.
  - 9. To perform risk assessments and maintain safe operating procedures (such procedures to be approved by a senior staff member) and to make such modifications and recommendations to the procedures made by the Council.
  - 10. To maintain current Disclosure Barring Service (DBS) checks on all staff and volunteers working at the Park where necessary in accordance to the DBS guidance.
  - 11. Only to use the Park and its facilities on such times and on such days as authorised by the Council.

12. Only to operate the activity programme in such area as designated by the Council with such activities as first approved by the Council.
13. To be self-contained and not require assistance, management and input from the park staff, unless the staff are booked and paid for. If a situation occurs where it is essential for the park staff to step in, due to health and safety reasons, the Council will invoice the Customer for the staff time (at the set hourly rate as per the Council's annual fees and charges) and arrange a de-briefing with a director or equivalent of the Customer.
14. To use reasonable endeavours to notify the invitees and customers of the Customer of the support and participation of the Council to the activity programme that you are providing.
15. To support and recommend the Countryside Service and Park events and activities if approached by a Customer or the public.
16. That it is essential that there is no conflict between activities run by the Customer and those run by the Council at the Park.
17. To protect the safety and enjoyment of other Park users at all times.
18. To record and monitor customer feedback and give the Council a feedback report, noting steps forwards to improve where needed. Within one month of your booking.
19. To ensure that first aid cover and private ambulance provision is provided for all events and activities, in proportion to the number of participants / size of event. The level of cover must meet HSE guidance and regulations.
20. To record and monitor all health and safety incidents and accidents. Provide the Council with copies of the incident / accident reports if requested. Any RIDDOR forms logged need to be immediately notified to the Council.
21. To ensure that all customers and invitees of the Customer have a pre-event safety briefing, including awareness and safety of other Park users and all users are informed of the Park's rules and regulations.
22. To ensure that the Customer's invitees and customers are supervised at all times whilst on the Park in their care.
23. That all equipment brought onto the Park is at the Customer's risk and any items stored on the Park shall only be permitted with the prior agreement of the Council in such area and under such conditions as notified by the Council. The Customer will store all equipment tidily and in designated storage areas.
24. To comply and ensure that customers and invitees comply with the Council's conservation rules and regulations when operating on the Park. The Customer must only operate their activities within the designated areas.

25. To ensure that the customers and invitees of the Customer do not cause nuisance to any other user of the Park.
26. To ensure that loud music or entertainment is off by 23:00 and that the park is quiet by midnight.
27. To put warning notices up no less than two weeks prior to each event, warning regular park users of the nature of the event, what area(s) of the park will be affected and on which days and times.
28. To display clear, visible, and strategically placed event signage for all guests and park users during the event.
29. To remove any litter, signage post event and leave the area in the same condition preevent.
30. To ensure that any car park user including the staff and volunteers of the Customer or their clients and visitors shall purchase a valid car parking ticket from car park pay and display machines. If you need multiple day tickets these can be purchased from the Activity Centre Office.
31. To carry out and pay for any works or repairs to the Park resulting from, or preparation work required for the Customer activities. This excludes any aspects deemed as usual country park 'wear and tear'. These works will be carried out to the Council's reasonable satisfaction within an agreed timescale (repairs will be agreed within 1 week of the report being received).
32. To move site if a clearly demonstrated significant negative impact upon wildlife is reported as requested by the Council's Biodiversity Officer.

21) Offsite hire of the mobile climbing wall

- a. The mobile climbing wall is available for private hire in a package which includes: the wall, instructors for operating the wall and running climbing sessions, safety equipment, delivery within Wokingham Borough and any other optional extras purchased at time of booking. The Council will organise delivery of the equipment to and from the site, and ensure it is assembled and ready for use. The Council will ensure that the staff provided will be suitably qualified as per AALA regulations, hold DBS clearance and hold a current first aid qualification.
- b. Where only the wall is hired, the Customer will be responsible for the safe operation of the wall and the activity. This includes assembly, group management, risk assessment, appropriate instructor qualifications and operating procedures.
- c. The Customer should ensure a suitable area for the equipment is provided. The Council will provide the dimensions of the wall and make recommendations to the size of area required. The Council reserve the right to decide upon the suitability of the site. To ensure safe operation the site should be an area of hard standing or a firm grass with no overhead obstructions. The Customer should ensure that suitable site access is available for the Council to deliver and remove the equipment.

- d. The Customer is responsible for ensuring that there are suitable crowd control arrangements in order to keep the viewing audience a safe distance from the equipment.
- e. Users of the equipment must be over 4 years old, be suitably dressed and use the safety equipment provided. The Council retains the right to limit participation for safety or other reasons.
- f. The Council reserve to right to stop the activity depending on prevailing conditions. No discount or reduction in fees will be made if the weather or other conditions outside the control the Council preclude all or part of the event taking place. This includes, but is not limited to, strong winds and electrical storms.
- g. The Council's staff will be representing the Council for the duration of hire and will be wearing Council uniform. A reasonable amount of marketing materials will be on display for the duration of hire.
- h. The Council may collect such information required to comply with national governing body and licensing requirements. It may also collect email addresses for marketing purposes. Persons under the age of eighteen will require written consent from their parent/guardian before participating. Such information will be used in compliance with all Data Protection legislation.