



**WOKINGHAM
BOROUGH COUNCIL**

Dinton Activity Centre

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:**

- i) 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.
- ii) 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.
- iii) 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:** 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.

- i) 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.

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



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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) Your personal details will be stored and used by The Council to send you important information on matters relating to our activities and events. Your information will not be shared with other organisations or used for any other purpose without your consent. If you supply us with your e-mail address, we will add you to our electronic mailing list unless you opt out.
- b) Information including the participant's name, date of birth, postcode, gender, ethnicity, disability and email address may be passed to the relevant national governing bodies and/or commercial partners. This will be used for statistical reporting and to inform you of products and events you may be interested in. The participants' contact details will not be sold or passed to further third parties without your consent. If you do not wish for the participant's information to be used in this way, please opt out on your consent form.
- c) Dinton Activity Centre occasionally takes photos of participants for publicity, including use on our own website [www.wokingham.gov.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.

6) Scheduled Activities

- a) Our scheduled activities are generally advertised in our 'What's On Guide' [available to download from www.wokingham.gov.uk/dac] and are open to the public (subject to availability and eligibility).
- b) Our scheduled activities have a minimum age requirement.
 - i) 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 eight, unless otherwise stated.
 - ii) 'Days Out' activities have a variable minimum age, which is stated in our What's On Guide.
 - iii) Where stated, children under eight years old may complete an activity when accompanied by a responsible adult, who must be either a parent/guardian or assigned by a parent/guardian.
 - iv) Under age or unaccompanied (where applicable) participants will not be allowed to undertake their activity.
- c) Some of our scheduled activities have an experience or qualification pre-requisite.
 - i) 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].
 - ii) 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.
- d) Bookings may be made in person or by telephone, email or online.[Booking and Enquiry line: 0118 9746343, dintonactivitycentre@wokingham.gov.uk]
- e) Bookings are confirmed upon receipt of full payment, which may be made by debit/credit card, cash, cheque (payable to Wokingham Borough Council / 'WBC') or invoice.



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- f) 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.

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
- Watersports have a minimum age of 8.
 - Children aged 6 or 7 can take part in watersports under a 1:5 guardianship ratio.
 - 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.
- Our standard deposit is £100 per day or 10% of the total cost, whichever is greatest.
 - Payment may be by debit/credit card, cash, cheque (payable to Wokingham Borough Council) or invoice.
 - Where our quote is less than £100, full payment is required to confirm your booking.
 - Deposits, or full payment made in lieu of a deposit, are non-refundable.
- h) Full payment and final numbers are due no less than 21 days prior to your booking.
- Failure to make full payment may result in your booking being cancelled.

8) Private Tuition

- a) We offer private tuition for individuals and small groups.
- b) Private tuitions have a minimum age of 8, except where a paying adult guardian accompanies the child on the activity.

9) Consent Forms

- a) A consent form must be presented for each participant on a scheduled activity. [Consent forms can be collected from the activity centre reception, requested by email dintonactivitycentre@wokingham.gov.uk or downloaded from our website www.wokingham.gov.uk/dac].
- 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 entitle you to passing the assessment.
- c) All assessment results are at the 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.



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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.
- c) Free pick up and drop off parking is included with school holiday activities and junior clubs.

12) Cancellations and Amendments

- a) **Cancellation by The Customer** Cancellations must be made in writing and the following refunds will be available:
 - i) If you **cancel up to six weeks** before your booking, you will be given a **full refund** including any deposit.
 - ii) If you **cancel between six and two weeks** before your booking, you be given a **50% refund and/or lose your deposit**.
 - iii) 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.
 - iv) 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.
- b) **Amendments by The Customer**
 - i) A request for a booking amendment must be made in writing, up to two weeks before your booking.
 - ii) Amendments may be made to the time, date, activity and participants of a booking.
 - iii) Amendments are subject to availability and at our discretion.
- c) **Cancellation by The Activity Centre:** We reserve the right to cancel or reschedule any activity for the following reasons:
 - i) 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
 - ii) Rescheduled courses will be re-allocated up to 6 months from the date of your original course.
 - iii) 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 lieu 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 membership 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. Attempting to make a purchase with a non-existent, expired or redeemed voucher is not permitted.



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- c) Our gift course vouchers are non-transferable. This means you cannot change the course gifted once the purchase has been made or use the value of the gifted course for any other products. You may also not transfer ownership of the voucher to a third party.
- d) Our gift membership 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.
- e) Gift purchases cannot be used in conjunction with any other offer or promotion.
- f) Gift vouchers can be redeemed against any Dinton Activity Centre transaction, except our car park charges and promotional events.
- g) Part purchases are not permitted, the gift voucher must cover the whole cost of the purchase or less. You will not receive any change if you do not use the full value of your voucher.

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, pontoons or near the water's edge. 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 1st October – 31st March.
- 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.
- 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) Boat Hire

- a) Boat hire is available on a pay and play basis from April to September at weekends and during Wokingham Borough school holidays.
- b) Boat hire is only available on a pre-booked and pre-paid basis during the months of October to March.



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- 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) Children under the age of eight must be accompanied by an adult on the water
- e) Children under the age of 16 must be supervised (in line of sight) by an adult from the shore.
- f) Buoyancy aids or life jackets must be worn correctly at all times, whilst on the water.
- g) An appropriate wetsuit or dry suit and thermal layers must be worn during the period of 1st October – 31st March.
- 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.

17) Use of own boats

- a) Day tickets allow visitors to take their own boat onto the lake during The Activity Centre operating times.
- b) Members receive launching rights as part of their membership. 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 on hand to facilitate a rescue or call for help.
- 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.

18) Membership

- a) The Activity Centre offers public membership [for a twelve month period] which provides the following rights and discounts
 - i) Shared access to the clubhouse, changing facilities, terrace area.
 - ii) Free day tickets and safety cover during Centre opening hours (see website)
 - iii) 10% discounts on boat hire, core courses and clubs.
 - iv) 10% discounts on private tuition and teaching room hire.
 - v) Boat storage and parking for an additional fee
- b) Membership is available by application and The Activity Centre reserves the right to decline an application at their 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) Membership, parking 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) Valid membership 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 for an additional fee. Permit applications can be downloaded from the website.
- h) Important correspondence will be sent via email to dintonactivitycentre@wokingham.gov.uk, or by post to 'Wokingham Borough Council, Dinton Activity Centre, Davis Street ,Hurst, Berkshire, RG10 0TH'.



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- 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:
 - i) Persons in full time education
 - ii) Persons over the national retirement age
 - iii) Persons on a government training scheme
 - iv) Persons on a low income, receiving a means tested benefit and who reside in the borough of Wokingham, paying council tax to the council.
 - v) 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) Boat Storage:
 - i) Boats must be stored in the designated boat storage area and show a current boat storage tag, which will be issued with your membership card.
 - ii) The safety of any personally owned craft and its entire management including insurance shall be the sole responsibility of the owner whether racing/cruising/moored or in the dinghy park.
 - iii) Boats remaining within the storage area after the membership expiry date will be charged £10 per week for up to six weeks. After this period, an additional fee of £110 will be charged and the boat will be appropriately disposed of.
 - iv) A car parking permit is included with boat storage. A single permit will be issued with each membership, but up to two car registrations may be included.

19) 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. 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 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 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 written consent from the Council.



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20) 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 the Data Protection Act.