



## TERMS & CONDITIONS

These terms and conditions shall apply when we provide services to you. By booking our services online (or otherwise commencing the booked activity) you are deemed to have read and accepted these terms and conditions.

### Definitions and Interpretation

Attendee Disclaimer	Means the form set out under Schedule 1.
Activity	Means any activity booked and paid for online, or otherwise.
Website	<a href="http://www.bewlwateraquapark.co.uk">www.bewlwateraquapark.co.uk</a>
Our Services	Means access to the Activity on the date and time set out in your booking, as well as providing you (and your group) with facilities and equipment relevant to your booked activity.

### 1. Who we are

- 1.1. We are Salomons UK Limited T/A Bewl Water, a company registered in England and Wales. Our company registration number is 09794513 and our registered office is at 45 Westerham Road, Sevenoaks, Kent, TN13 2QB.
- 1.2. You can contact us by writing to us at [info@bewlwateraquapark.co.uk](mailto:info@bewlwateraquapark.co.uk) or alternatively, Bewl Water, Bewlbridge Lane, Lamberhurst, Tunbridge Wells, Kent, TN3 8JH
- 1.3. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your booking.

### 2. Important clauses

- 2.1. We have highlighted in red some important clauses that we suggest you read particularly carefully.

### 3. How to book with us

- 3.1. You can only book our Services online using our Website. Our booking page may require you to register and separate terms and conditions may apply in addition to those in this agreement. In the event of conflict between these terms and those on our booking page these terms and conditions will take precedence
- 3.2. Before submitting your booking, please ensure that you have checked it carefully and that each member of your group is able to satisfy the requirements under the Attendee Disclaimer (which is set out further below under Schedule 1).
- 3.3. We will accept your booking only when full payment is received and when we email you notifying you that it has been accepted, at which point a contract will come into existence between you and us (which shall be subject to these terms and conditions and other terms made aware to you at the time of booking).
- 3.4. You must ensure that all participants that you are responsible for, or book our Services on behalf of, enter into a disclaimer agreement, and participate in our compulsory health and safety briefing.

### 4. Payment

- 4.1. The price for the Services (which includes VAT) will be as indicated on our Website when you book.
- 4.2. The method of payment we accept is set out on our Website.
- 4.3. You must pay for the Services in advance and in full at the time you book with us.



- 4.4. If you (or any member of your group) fails to complete and sign the Attendee Disclaimer(s) prior to arriving at Bewl Water, we will assist you (and/or your group) to complete these, however, we reserve the right to charge £5.00 administration fee per person.
5. Entry into the Aqua Park/Laser Arena
    - 5.1. All persons entering the Aqua Park/Laser Arena must be under a valid entry ticket. All entry tickets purchased are only valid for the date and time printed on the ticket. Wrist bands shall be issued to participants.
    - 5.2. All persons entering the Aqua Park/Laser Arena must have first completed and signed the Attendee Disclaimer. Parents and/or guardians must also complete and sign the Attendee Disclaimer in relation to their children's entry to the Aqua Park/Laser Arena. This form contains important health and safety information. Any attendee who fails to complete the Attendee Disclaimer (or, in respect of children, has not had their disclaimer form signed by a parent or guardian) will be refused entry into the Aqua Park/Laser Arena.
    - 5.3. All persons entering the Aqua Park/Laser Arena must successfully complete a health and safety briefing prior to participating in the activities.
6. Our Services
    - 6.1. Provided that we have accepted your booking in writing and you have paid the applicable price, we will provide you (and your group) with access to the Services. The Services are defined above, but for convenience, this is re-stated as:

Access to the booked activity on the date and time set out in your booking, as well as providing you (and your group) with changing room facilities, basic storage facilities, wetsuits (for persons at least 130 cm tall) and (as applicable) buoyancy aids (as applicable).
    - 6.2. We are under a legal duty to supply the Services that confirm with these terms and conditions. Nothing in these terms and conditions will affect your legal rights under consumer protection legislation or regulations applicable in the United Kingdom, as amended from time to time.
    - 6.3. The images of the Services and products on our Website are for illustrative purposes only. Although we have made every effort to display these accurately, we cannot guarantee that the Aqua Park/Laser Arena outlay, the wetsuit type and style, the buoyancy aid type and style, the storage and changing facilities and other aspects of the Services are accurate. Our Services may vary slightly from those images.
    - 6.4. If our provision of the Services is delayed by an event outside our control (for example bad weather or over-runs by previous groups) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event. However, if there is a risk of substantial delay (for example severe storms or lack of appropriate staff) then you will be offered an alternative date and time but you understand and accept that you will not be entitled to a refund.
    - 6.5. If you have any special requirements pertaining to a disability, you should inform us of such requirements before you arrive.
    - 6.6. If you have any questions or complaints about the Services, you can contact us by writing to us at [info@bewlwaterraquapark.co.uk](mailto:info@bewlwaterraquapark.co.uk) or alternatively, Bewl Water Aqua Park, Bewlbridge Lane, Lamberhurst, Tunbridge Wells, Kent, TN3 8JH
7. Your obligations
    - 7.1. We recommend that you arrive at least 45 minutes before your start time. You must arrive (and will ensure that your group arrives) at a reasonable time before your session begins to enable us to process any un-completed Attendee Disclaimer(s), provide appropriate wetsuits, buoyancy aids (Aqua Park only) and undertake the safety briefing (as well as other necessary parts of the Services).
    - 7.2. You must fully comply with (and ensure that any of your children or other people you are responsible for comply with) the Attendee Disclaimer.
8. Our right to exclude you from the premises
    - 8.1. You understand and accept that the health and safety is very important to us. We may require you (or any member of your group) to leave the Aqua Park/Laser Arena and/or our premises immediately if, in our opinion (and acting reasonably), you (or any member of your group) are:



- a) failing or refusing to follow our reasonable safety instructions;
- b) failing or refusing to comply with the Attendee Disclaimer;
- c) acting in a way that poses a risk to the safety and/or welfare of any other person; or
- d) under the influence of (or otherwise impaired by) drugs or alcohol.

8.2. If we ask you (or any member of your group) to leave the Aqua Park/Laser Arena and/or our premises in accordance with clause 8.1 above, we are entitled to cancel the contract with you (and/or the applicable member of your group) and you will not be entitled to a refund.

## 9. Delays by you

9.1. If you are going to be delayed (for example due to traffic), you must notify us of this as soon as possible.

9.2. If you are slightly delayed, we will do our best to accommodate you, but you understand and accept that, in order to avoid overrunning into another group session, your overall session time may be reduced accordingly.

9.3. If you are delayed or late (for whatever reason), we will do our best to accommodate you. However, if we cannot accommodate you, you understand and accept that we are entitled to end the contract with you and you will not be entitled to a refund.

## 10. Changing or cancelling your booking

10.1. Once a booking is accepted and your session is confirmed then any cancellation must be made no less than 6 weeks prior to the commencement of your session. Any cancellation after that time will not be entitled to a refund. As set out in clause 10 and at our discretion we may offer an alternative date and time for you, but you understand and accept that this is dependent on availability and that we will not provide a refund.

10.2. Subject to 10.1 above, if you wish to make a change to the time or date of your booking, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## 11. Changes to our Services

11.1. We may change the Services:

- a) to reflect changes in relevant laws and regulatory requirements. This might result in changes to the outlay or type of Aqua Park/Laser Arena used (among other things); and
- b) to implement minor technical adjustments and improvements. This might result in changes to the outlay or type of Aqua Park/Laser Arena used (among other things).

11.2. In addition, we may make more substantial changes to these terms and conditions, the Services and your booking (which might include shutting down the Aqua Park/Laser Arena due to health and safety issues), but if we do so we will notify you and you will then be offered an alternative date & time or at our absolute discretion a refund.

## 12. Our rights to cancel the contract

12.1. We may end the contract with you any time by writing to you if:

- a) you do not make any payment to us when it is due;
- b) you breach any of your obligations under clause 5 (Entry into the Aqua Park/Laser Arena);
- c) you breach any of your obligations under clause 7 (Your Obligations);
- d) you are required to leave the premises under clause 8 (Our right to exclude you from the premises);
- e) you are significantly late or delayed under clause 9.3 (Delays by you); or
- f) you breach the contract, and, as a matter of law, we are entitled to end the contract.

12.2 If we end the contract in the situations set out in clause 12.1, you will not be entitled to a refund.

## 13. How we use your personal information

13.1. We will only use your personal information as set out in our Privacy Policy, which is published [here](#).

## 14. Our liability to you

14.1. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes our liability for:



- a) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- b) for fraud or fraudulent misrepresentation;
- c) for breach of your legal rights in relation to the Services, including the right to receive products which are:
  - i) as described and match information we provided to you;
  - ii) of satisfactory quality;
  - iii) fit for any particular purpose made known to us;
  - iv) supplied with reasonable skill and care; and
- d) for defective products under the Consumer Protection Act 1987.

14.2. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.3. In the absence of any negligence or other breach of duty by us, we will not be liable for any theft, damage, destruction or loss of your property or belongings while participating in the booked activity or using our facilities.

14.4. We only supply the Services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 15. Consumer law disclosure

15.1. We are required by applicable consumer law to ensure that certain information is given or made available to you as a consumer before we make our contract with you (i.e. before we accept your booking) except where that information is already apparent from the context of the transaction. We have included this information in these terms and conditions.

## 16. Other important terms

16.1. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 5 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

16.2. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.4. If a Court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any Court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

16.6. As these Services are only provided in England, these terms are governed by English law and you can only bring legal proceedings in respect of the Services in the English courts.



SCHEDULE 1:

BEWL WATER ATTENDEE DISCLAIMER & INDEMNITY

You agree to take responsibility for your own and others' health and well-being and property in relation to taking part in the booked activity. You are responsible for using the equipment safely and as directed. You must behave sensibly and follow any safety instructions so as not to hurt or injure yourself or others.

You accept that there is a risk of injury when undertaking the booked activity. You confirm that you do not know of any medical condition which might have the effect of making it more likely that you will be involved in an incident, which could result in injury to yourself or others. You acknowledge and confirm that you have read the Company's terms and conditions, safety instructions and disclaimer and I accept the terms contained therein.

To the maximum extent permitted by law Bewl Water accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the booked activity whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with regard to the booked activity. You agree to be responsible for your own property.

You agree to indemnify and keep indemnified Bewl Water, its directors, employees and any other person or persons as may be authorised by Bewl Water to promote or organise this activity from and against all actions, claims, costs, expenses and demands in or in connection with my failure to comply with any of my obligations as set out above.

Nothing in this disclaimer shall limit or exclude our liability for death or personal injury resulting from our negligence or limit any or our liabilities in any way that is not permitted under applicable law; or exclude any of our liabilities that may not be excluded under applicable law.

We provide very basic storage lockers with no in-built locking functionality. These can be locked if you bring your own lock or purchase a lock from us.

You understand and accept that the Aqua Park is physically challenging and can be wet and slippery. This could mean that personal possessions you take with you on the Aqua Park (for example, spectacles, rings, watches, earrings, hats and clothing items) may be lost or damaged.

In the absence of any negligence or other breach of duty by us, we are not responsible for any theft, damage, destruction or loss of your property or belongings while participating in the Aqua Park or using our facilities.

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS STATEMENT BEFORE SIGNING. IF THERE IS ANY TERM THAT YOU DO NOT UNDERSTAND, THEN PLEASE DISCUSS IT WITH US BEFORE SIGNING.

By submitting this form you confirm that you are over the age of 18 and competent to provide this indemnity and you have read the disclaimer and indemnity carefully and understand the terms and conditions. You acknowledge that you have read the Disclaimer and agree to provide the Indemnity requested. You acknowledge that you have agreed to submit your acceptance to this Disclaimer and Indemnity requested. You acknowledge that you have agreed to submit your acceptance to this Disclaimer and Indemnity without any inducement, assurance or guarantee, and intend this electronic submission to serve as conformation of my complete and unconditional acceptance of terms, condition and provisions of Disclaimer and Indemnity.

Photographs may be taken during the session and these will be used for marketing our services on social media and our website.

By signing this form you consent to emergency medical treatment being given if deemed necessary during the booked activity.

Signed .....

NAME OF PARTICIPANT.....

Date .....

[If the participant is under the age of 18 years of age:

Signed .....

NAME OF PARENT OR GUARDIAN.....

Date..... ]

EMERGENCY CONTACT NUMBER.....