

## Horseshoe Lake Activity Centre Terms & Conditions

### 1. General

- 1.1. The 'company' is Freetime leisure (Watersports) LTD – T/A Horseshoe Lake Activity Centre.
- 1.2. The 'Hirer' is any person or company who agrees to hire.
- 1.3. 'Participant' is the person who uses company equipment.
- 1.4. 'Customer' is anyone who has paid to use our facilities
- 1.5. 'Adult' is anyone who is aged 18 or over
- 1.6. 'Child/Children' is anyone who is aged 17 and under
- 1.7. A person over 18 is required to make the booking
- 1.8. Smoking is only permitted in designated areas
- 1.9. Observe lake evacuation signals as directed by staff
- 1.10. No consumption of alcohol is permitted before or during the use of HLAC equipment.
- 1.11. Abuse to Activity centre and/or café staff, Clients or General Public will not be tolerated, offenders will be asked to leave the site and may be subject to legal action.
- 1.12. All participants must comply with the Terms and Conditions in this document as well as any reasonable verbal instruction given by centre staff.

### 2. Cancellations or Booking Amendments

- 2.1. All cancellations or amendments must be completed by contacting HLAC directly by phone or email, and must be acknowledged and confirmed by a member of HLAC staff via a cancellation email.
- 2.2. If the client wishes to reschedule their booking, they will be charged an administration fee of £5.00 per booking (£25.00 for group sessions). This can be done no less than 48 hours (14 days for groups) ahead of the activity commencement date for Open water swimming, Craft hire, and Day launch, and 14 days for any instructor-led sessions. All reschedules are subject to availability.
- 2.3. Client requested cancellations made 6 weeks or more before the activity commencement date: will incur a 10% charge. Within 6 weeks of the activity commencement date: 50% charge. Under 4 weeks of the activity commencement date: charged in full.
- 2.4. Client cancellations must be confirmed with a member of HLAC staff, this can be done by email or over the phone.
- 2.5. HLAC reserves the right to cancel any activity if weather conditions or any other uncontrollable circumstance prevent the safe running of the activity on the scheduled date. HLAC will endeavour to re-book you onto a mutually convenient date.
- 2.6. In the event of cancellation HLAC will not be held liable for other third-party costs incurred associated with the booking such as coach hire, taxis etc.

- 2.7. All activities are subject to change according to the weather, programming requirements and a satisfactory number of participants.
- 2.8. If after acceptance of the booking the centre agrees with the client to alter the booking, the centre shall make the endeavours to adhere to requested such alterations. If for any reason the centre is unable to do so then the client shall be bound by the original booking.
- 2.9. The centre reserves the right to exclude or refuse any individual/group at any time prior to or during the activity if, in the centre's opinion, that individual/group's condition or behaviour is not compatible with the general enjoyment and wellbeing of other clients or the satisfactory administration of the activity. In this instance the centre will give no refund.
- 2.10. No compensation will be paid or refund given if the cancellation or change by the centre is brought by war, strikes, disaster, terrorist activities, fire, flood, industrial action, quarantine, weather or any other event outside the control of the company.

### 3. Before You Arrive

- 3.1. All participants must have completed a waiver before their booking commences.
- 3.2. Payment must have been received by the company to confirm the booking.
- 3.3. You must ensure you are medically fit to take part in activities, and if there are any conditions that you think should be disclosed to the staff on the day, please inform them before beginning your session.
- 3.4. Ensure you are dressed appropriately for the weather and activity you are taking part in, with closed toed shoes.

### 4. Acceptance of terms and conditions

- 4.1. The customers who make a booking by Telephone or Online will accept that they, the customer and participants have read and accepted these customer Terms and Conditions outlined above and below.
- 4.2. The Terms and Conditions are available on Horseshoe Lake activity Centre's website and will be made clear and available at point of booking and emailed to the person making the booking immediately after booking.

### 5. Participant Obligations

- 5.1. All participants are subject to wearing a correctly fitted buoyancy aid (and helmet for instructor-led sessions if under 18) which must be worn for the duration of your time on the water.
- 5.2. All participants taking part in our activities are required to sign in and out of their session with a member of staff.
- 5.3. It is important to arrive a minimum of 15 minutes prior to booking start time to allow sufficient time for signing in, briefing, and fitting of kit.
- 5.4. You must provide an emergency contact who is not on the water with you.

- 5.5. Observe and stay close to or with children at all times (with the exception of instructor-led activities)
- 5.6. Inform staff if you are feeling unwell
- 5.7. Not interfere with other lake users' property
- 5.8. To comply with all reasonable requests of Horseshoe Lake Staff.
- 5.9. Hire does not come with instruction on use, so using such equipment will be at your own personal risk, therefore you must take responsibility for having the skills, knowledge and competence to use such equipment.
- 5.10. Acknowledge the adult to child ratio of 1 adult: 3 Children for on-the-water activities without an instructor.
- 5.11. All activities must be paid in full at time of booking otherwise HLAC will reserve the right to cancel the booking.
- 5.12. All persons taking part in an activity at the centre must be in good health and confident in deep water.
- 5.13. Clients and guests use the lake, facilities, storage area and car park entirely at their own risk. The centre accepts no responsibility for loss or damages whatsoever or however caused.

## 6. Paddleboard/Kayak Hire

- 6.1. Hire does not come with instruction of use.
- 6.2. Children under 8 years of age are not charged as part of the booking, but still need to be listed in the booking and signed in.
- 6.3. Children under 8 are required to use the same craft as a parent or guardian over the age of 18 years of age. On a 1:1 Ratio
- 6.4. Children over 8 can have their own craft but must stay with an adult on the water at all times.
- 6.5. Participants 16 and over do not need an adult over 18 to join them on the water, but an adult over 18 must remain on the HLAC site while they partake in activities.
- 6.6. Bookings are per person and not per craft, anyone between 8 and 16 must have their own ticket that has been pre-paid for.
- 6.7. There must be 1 adult for every 3 children on your booking, if this is not followed you will be turned away and your booking lost.
- 6.8. Each craft hire is 50 minutes long with the exception of the family ticket which is 120 minutes long.
- 6.9. All persons over 18 who accompany a child are responsible for that child, throughout the hire period and whilst on our site.
- 6.10. All bookings are offered per person. With the exception of multi-person craft.
- 6.11. Return all equipment at the end of hire in the condition in which hired.
- 6.12. Stay with the craft for the duration of the hire period, and will not remove it from the assigned area of use.

## 7. Day Launch

- 7.1. Day launch is not available to motor powered craft, inflatable dinghies or pool toys.
- 7.2. Requires you to provide your own equipment (craft, paddle, wetsuit, personal flotation device).
- 7.3. Personal flotation devices must be rated to 50N and CE marked. The use of automatic or manual inflating life jackets/belts are prohibited.
- 7.4. You will not be provided a wetsuit with your initial booking. To hire a wetsuit, it is an additional cost per wetsuit that can be purchased at the time of booking.
- 7.5. Day launch does not include use of additional equipment.
- 7.6. Limited to set open hours which change due to the light conditions.
- 7.7. There must be 1 adult for every 3 children on your booking
- 7.8. All persons over 18 who accompany a child are responsible for that child, throughout the hire period and whilst on our site.
- 7.9. Children under 8 years still need to be listed in the booking and signed in.
- 7.10. Children under 8 are required to use the same craft as a parent or guardian over the age of 18 years of age. On a 1:1 Ratio
- 7.11. Children over 8 can have their own craft but must stay with an adult on the water at all times.
- 7.12. Participants 16 and over do not need an adult over 18 to join them on the water, but an adult over 18 must remain on site while they partake in activities.

## 8. Open Water Swimming

- 8.1. Only offered per person.
- 8.2. Children under 8 are not permitted to participate.
- 8.3. Children between ages of 8 and 16 will require an adult to accompany them closely in the water throughout the duration of their booking at a ratio of 1 adult to 1 child unless agreed with our qualified coaches.
- 8.4. Wetsuits and tow floats are available for hire if the correct sizing is available and deemed to be cleaned/disinfected to a satisfactory level, wetsuits are hireable at £5 per wetsuit per session.
- 8.5. Changing facilities, showers and toilets are available but do have a limited capacity.
- 8.6. Open water swimming sessions do not include instruction.
- 8.7. Open water swimming sessions have set times and are subject to change due to weather, visibility and light levels
- 8.8. You must stay where staff tell you for your own safety and others.
- 8.9. You must swim anticlockwise around the designated courses set out by the centre.
- 8.10. You must provide an emergency contact and must sign in and out of the water.
- 8.11. Wetsuits are optional below 24 degrees. However, over 24 degrees we operate a wetsuit ban, excluding children and those with medical conditions that affect them wearing a wetsuit.

- 8.12. You must wear a brightly coloured swim hat. Goggles, neoprene gloves, hats, and socks are also permitted if you choose to wear them.
- 8.13. In any event you get into difficulty or need assistance you will ROLL ONTO YOUR BACK & SIGNAL TO SAFETY COVER WITH AN ARM EXTENDED IN THE AIR.
- 8.14. You must stay with children at all times and only use the 200m and 400m loop.
- 8.15. Club swimmers under 16 may swim without an adult if assessed prior to their swim session by our qualified open water swim coach.
- 8.16. All swimmers under 16 regardless of ability must swim with a swim secure float unless assessed prior to their swim session by our qualified open water swim coach
- 8.17. If you have any medical conditions that will affect you swimming you must declare them before your swim
- 8.18. All Children must be able to swim 50m unaided
- 8.19. 16-18 can swim with an adult spotting from the bank

#### 9. Holiday Multi-Activity Days and Training Courses

- 9.1. These sessions are instructor-led, you are expected to listen and abide by what your instructor/s tells you.
- 9.2. Your instructor/s have the right to remove you from the session if they feel as though you are acting in a way that is considered unsafe at their own discretion. If they believe your behaviour was on purpose you may be asked not to return and no compensation will be given for your booking.
- 9.3. All children must be signed in by an adult over 18, and not just dropped off in the car park.
- 9.4. All children must be signed out and collected by Parent or guardian face to face.
- 9.5. We will do our best to put participants who booked together in the same groups, but we cannot guarantee this due to our instructor to child safety ratios.
- 9.6. You must ensure you/your child is dressed appropriately for the weather and activities. All participants must have closed toe shoes (trainers or wet shoes).

#### 10. School, Group, and corporate bookings

- 10.1. Instructor led sessions must be pre-booked in advance through the office, by phone, email, or face to face.
- 10.2. All bookings are subject to lake booking conditions.
- 10.3. Group booking costs are calculated per participant.
- 10.4. Maximum number of participants must be confirmed a minimum of 30 days prior to the booking date, no changes will be made by HLAC after this time.
- 10.5. Full payment must be made at least 30 days prior to the booking date or your session may be delayed or cancelled.
- 10.6. Group information forms must be completed prior to arrival or your booking will be delayed until one is completed.

- 10.7. All bookings are offered as described in each product description.
- 10.8. Children under 8 must be accompanied by an additional adult on sessions with a 1 adult to 1 under 8 ratio, as well as the instructor.
- 10.9. Buoyancy aids MUST be worn by everyone in the group on the water or jetty as well as closed toed shoes (wet shoes or trainers) otherwise they will be unable to participate. Sandals, flip flops, crocs, sliders and jelly shoes are not appropriate for our activities.
- 10.10. Centre wetsuits will be arranged for use depending on availability of sizes and deemed to be cleaned and or disinfected to a satisfactory level.
- 10.11. All participants in the group must return all equipment at the end of the group booking time. Any items not returned or returned damaged when returned; will incur a charge equal to the cost of replacement or repair to the group.
- 10.12. No refunds or credit will be issued if the group attends with numbers less than confirmed with, unless it is considered an exceptional circumstance by the company.
- 10.13. The group organiser is responsible for all belongings including litter which is bought onto site, the centre must be left as close to the way it was found or an additional charge of £25.00 will be made for any excessive additional cleaning.

## 11. Birthday Parties

- 11.1. Booking birthday Parties by direct contact with the centre.
- 11.2. Birthday Parties are subject to the lake booking conditions
- 11.3. Group information forms must be completed prior to arrival or your booking will be delayed until one is completed.
- 11.4. Birthday Parties are only suitable for ages 8 and over.
- 11.5. All bookings are offered as described in each product description.
- 11.6. Your time slot is set, should you be late or the session be delayed by your group it is at the discretion of the Lead instructor as to whether to extend the time.
- 11.7. Buoyancy aids MUST be worn by everyone in the group on the water or jetty as well as closed toed shoes (wet shoes or trainers) otherwise they will be unable to participate. Sandals, flip flops, crocs, sliders and jelly shoes are not appropriate for our activities.
- 11.8. Centre wetsuits will be arranged for use dependant on availability of sizes and deemed to be cleaned and or disinfected to a satisfactory level.
- 11.9. All participants in the group must return all equipment at the end of the group booking time. Any items not returned or returned damaged when returned; will incur a charge equal to the cost of replacement or repair to the group.

11.10. The group organiser is responsible for all belongings including litter which is brought onto site, the centre must be left as close to the way it was found or an additional charge of £25.00 will be made for any excessive additional cleaning.

11.11. You are expected to supply your own bin bags and arrange the correct disposal of your rubbish within your local authorities' guidelines.

## 12. Maintenance

12.1. HLAC ensures that all equipment hired will be in a full working condition, provided that the Hirer has abided by all their obligations outlined above.

12.2. All equipment is regularly checked to ensure that it is safe for customer use.

## 13. Loss or Damage

13.1. The centre shall not be liable for any loss or damage to any property of any individual undertaking an activity or any loss, delay, inconvenience, fatal or other injuries or illness suffered by that individual unless proven cause of negligence of centre or its staff.

13.2. Unauthorised interference with any HLAC safety equipment is prohibited and legal action will be taken against anyone found causing wilful damage to lifebelts/life-saving equipment owned by the centre.

13.3. Any damage to equipment the hirer will bear the cost to fix the damages they have incurred.

## 14. Other considerations

14.1. Launching is not permitted from anywhere other than the official launching area as directed by centre staff.

14.2. Access to the lake outside of operational hours is strictly prohibited.

14.3. Fishing on the lake of any kind is strictly not permitted.

14.4. Interference with any wildlife on the lake and its surrounding areas is a criminal offence under the Wildlife and Countryside Act 1981

14.5. Dinghies with stepped masts are only to be transported within the launching area and the boat park. Stepped masts are not permitted in the car park due to the proximity of the overhead cables.

14.6. Observe and comply with any instruction given from centre staff.

## 15. Third Party Organisations

- 15.1. Clients who use third party organisations such as, but not limited to: Caterers, marquee, or transport companies are responsible for facilitating their hire and payment.
- 15.2. Clients are responsible for the organisation they use and will be charged to repair any damage or mess caused to our site.
- 15.3. Use of power, additional equipment, or additional facilities by third party organisations will incur an additional charge.

## 16. Photographs and video

- 16.1. On occasion, photographs are taken of customers participating in the centre's activities for promotional purposes. If you don't do not wish photographs of you to be taken of you or your child or anyone in your party to be used, please email [info@horseshoelake.co.uk](mailto:info@horseshoelake.co.uk) or inform a member of staff on arrival.

## 17. Disclaimer

- 17.1. By agreeing to the terms and conditions during the booking process you are agreeing to everything included in this document.

## Membership Terms and Conditions

### 18. Principal Terms

- Memberships are available to buy through the website.
- Freetime Leisure (Watersports) Ltd. reserve the right to make changes to these Terms & Conditions at any point.
- This agreement commences once you have indicated your acceptance to become a pass holder during the online sign up and your pass will become live once you have made payment.
- Memberships provide you with access to Sailing during the allocated times. ● You must still pre-book your sessions through the website.
- The membership is NOT transferable and would VOID the legal agreement and insurance cover.
  - You may be entitled to various benefits and discounts on other products with your membership. You may be required to present valid proof of the membership to receive such benefits and discounts, and we reserve the right to refuse such benefits and discounts if valid proof is not provided. The benefits and discounts may be varied from time to time at our discretion.

### FEES AND CHARGES

- We do not charge a joining or administration fee.
- If we notify you that a payment has been missed but then remains unpaid then we reserve the right to, either suspend or terminate your membership.



- If you can't make a session, then please cancel or reschedule by emailing (info@horseshoelake.co.uk) or phone (01252 871808 - charges apply) giving at least 48 hours notice.

## **PRICES**

- From time to time we may need to increase the price of the memberships. We will give you at least 90 days notice of any incoming price increase and will make it very clear when the price increase will take effect and how much your pass will cost after the increase.
- During this period you will have your usual right to terminate your pass in accordance with the membership terms and conditions and rules. If you do not terminate the pass by the date given to you in the notice then the price of your pass will be increased in accordance with our notice.

## **COOLING-OFF PERIOD**

- You have the right to cancel your membership for any reason by sending or taking a written notice of cancellation, addressed to the Centre within 14 days of joining (i.e. within 14 days of purchase).
- If you cancel during the cooling-off period, we will refund you in the manner that you paid originally. Cash payments will be refunded to your bank account. Refunds are processed at our head office. Please allow 10 working days for the refund to be completed.

## **LIMITATION OF LIABILITY**

- By law, we do not have to pay you compensation for any service, facility or equipment not being available because of health and safety reasons.
- We will not pay you compensation if we have failed to carry out our duties due to: (a) a fault of your own; (b) someone else not connected with providing our services under these Terms; or (c) events which we could not have known about beforehand even if we had taken all reasonable care.
- You bring all personal belongings to the centre at your own risk. We accept no liability for loss or damage to property of members which is not caused by us or our employees.
- Nothing in these terms and conditions will exclude or limit our liability for fraud or death or personal injury caused by our negligence.
- If we are found to have any liability to you for loss or damage to property our liability to compensate you is limited to a reasonable amount, taking account of factors such as whether the damage was due to something we did or failed to do.

## **FREEZING YOUR MEMBERSHIP**

You may freeze your membership free of charge, for a minimum period of one full calendar month and a maximum of three full calendar months at a time for one of the following reasons: an ongoing medical condition, including concerns related to pregnancy, redundancy, religious grounds,

If you do not meet any of the criteria set out in above you may freeze your membership payments for a minimum period of one full calendar month and a maximum of three full calendar months, at a time, subject to a monthly administration fee of £15, payment being made as indicated by us.

You may request to freeze your membership by contacting HLAC at [info@horseshoelake.co.uk](mailto:info@horseshoelake.co.uk),

We will automatically reactivate your membership on the return date you have provided unless you have cancelled your membership

## **EXPULSION OF MEMBERS OR TERMINATION OF MEMBERSHIP BY US**

We reserve the right to expel you from HLAC and/or end your membership with notice if, at any time: you break the conditions of your Membership Agreement;

- you do not comply with the rules and regulations of HLAC
- you allow another person to use your membership card or account details to access the HLAC or online services. (This section will not apply if you have told us that your card has been lost or stolen.);
- Your conduct, whether or not such conduct is the subject of a complaint by another Member or group of members, is such that in our opinion, it may be injurious to the character, name or interests of HLAC or is such that it makes you unfit to associate with other Members of the centre.
- In the event that we terminate your membership pursuant to clause we will not refund the joining fee or payments received.
- We may end your membership for any reason by giving you one full calendar month's written notice to cancel it. In these circumstances you will not have to pay any additional fees and we will refund any fees you have paid in advance for the period after cancellation.

## **EVENTS BEYOND OUR REASONABLE CONTROL**

- If we are not able to provide all the services and facilities at your centre for 60 days in a row or longer for “reasons or events outside of our reasonable control”, either you or us will be entitled to cancel your membership within your contracted Term. By law, we do not have to pay you compensation in these circumstances and during this period.
- Reasons or events beyond our reasonable control” could include, for example, natural disasters, a government’s actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not they relate to our workforce), restraints or delays affecting our ability to get supplies of suitable materials on time or at all.

### **CHANGE TO TERMS**

- We may change these Terms at any time.

### **UPDATING YOUR CONTACT DETAILS**

- It is your responsibility to ensure that the contact information on your account is up to date; this includes postal address, email address and phone numbers.