



## AQUAVENTURE WATER PARK

### Terms & Conditions

These Terms and Conditions together with any and all documentation referred to therein are the standard terms which apply to entry into the AquaVenture Water Park by any customer, other members of a customer's party and their guest/s and their use of the AquaVenture facility. Planning Solutions Limited own and operate the AquaVenture at Cotswold Country Park and Beach

### Definitions and Interpretation

<b>Attendee Disclaimer</b>	The disclaimer and indemnity in the form set out at the end of these terms and conditions.
<b>AquaVenture</b> Beach, Spratsgate Lane,	Means the Wibit floating inflatable assault course located at Cotswold Country Park and Shorncliffe, Nr Cirencester, GL7 6DF owned and operated by Planning Solutions Limited.
<b>Entry Conditions</b>	Means the conditions of entry into AquaVenture and the rules and regulations that must be adhered to at all times
<b>We/Us/Our</b>	Planning Solutions Limited whose head office is at 9 Leigh Road, Havant, Hampshire, PO9 2ES and the AquaVenture facility which includes all employees and agents acting for us
<b>Customer/You/Your</b>	Means an individual who is a customer of ours who agrees to pay both for him/herself as a paying guest of AquaVenture and also for members of his/her party and any of his/her guests
<b>Park</b>	Cotswold Country Park and Beach – the main site
<b>Order</b>	Means your order to purchase an entry ticket to AquaVenture whether online, via telephone or in person
<b>Our Website</b>	<a href="http://www.cotswoldcountryparkandbeach.com">www.cotswoldcountryparkandbeach.com</a>

Unless the context otherwise requires, each reference in these Terms and Conditions is a reference to these Terms and Conditions as amended or supplemented from time to time.

### General

Customers are reminded that AquaVenture is potentially hazardous and use of the AquaVenture Park is at the Customers own risk. All attendees to AquaVenture must observe the Entry Conditions at all times.

Whilst we make all reasonable efforts to ensure that the descriptions of the AquaVenture facility are correct, reasonable and accurate, images and video footage of AquaVenture are for illustrative purposes only. By proceeding with this booking, you confirm you're not relying on any representations made.

#### 1. Entry into AquaVenture

- 1.1 AquaVenture is within the Cotswold Country Park and Beach. There is a Park Admission fee in addition to the AquaVenture fee. If you have booked in advance only (minimum the day before your session) and there are a minimum of three persons in your car booked to go on AquaVenture then your Park Admission is included in your AquaVenture fee. If you do not book in advance you will be charged a Park Admission on arrival at Cotswold Country Park and Beach.
- 1.2 All persons entering AquaVenture must have a valid entry ticket. All entry tickets purchased are only valid on the date and time printed on the ticket.
- 1.3 All pre-booked tickets (whether made via online or telephone) are non-refundable and non-transferable, including in the event that admission into AquaVenture is refused or relinquished for any reason.
- 1.4 You will be guided through the booking process. Before submitting your Order to us you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it and that each guest is able to satisfy the Entry Conditions. By submitting your Order, you represent to us that you have authority to make the booking on behalf of your party and that the booking is subject to these terms and conditions.
- 1.5 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by us sending you a booking confirmation by email. Only once we have sent you a booking confirmation will there be a legally binding contract between Us and you. All tickets are non-refundable and non-transferable.

- 1.6 If we, for any reason, do not accept or cannot fulfil your Order, because for example the dates you have requested are no longer available, then no payment shall be taken under normal circumstances. If we have taken payment any such sums will be refunded to you as soon as possible and in any event within 7 Business Days.
- 1.7 You may change the date of Your booking up to 7 days before the date in which you're due to attend. We will use all reasonable endeavours to accommodate Your requested changes, but We do not promise that all date changes that You request will be accommodated. Where you wish to change the date of your booking in accordance with this clause, you will be required to log into your account and cancel the existing booking. You will have a credit placed on your account to the value of the existing booking, allowing you to make an alternative booking with us. For the avoidance of doubt there will be no cash refund alternative, even if no convenient dates or times are available. No changes can be made to the booking if there is less than 7 days until the date you're due to attend.
- 1.8 If tickets are bought on behalf of other guests, you accept and ensure, on their behalf, that every guest in Your party can meet and comply with the Entry Conditions.
- 1.9 All attendees in your group will be required to sign and complete the Attendee Disclaimer (in the form set out below) prior to the entry into AquaVenture. Any attendee who fails to complete the Attendee Disclaimer prior to the date on which they are due to attend will be refused entry into AquaVenture.
- 1.10 Where tickets are to be purchased for exclusive use of AquaVenture, such bookings will need to be made direct with us. Payment will need to be made in advance, unless we have agreed any special credit terms with you. Where we have agreed special credit terms, we shall require a non-refundable deposit to secure the exclusive use of AquaVenture and full payment will need to be made in advance 96 hours before the date you're due to attend. We reserve the right to refuse entry into the AquaVenture where any payment remains outstanding.
- 1.11 Payment for all tickets online/telephone must always be made in advance and you will be prompted to pay during the order process.

## **2. Changes to AquaVenture**

- 2.1 We will endeavour to ensure that as many inflatables are available for use by You and other guests to enjoy AquaVenture. However we reserve the right, without prior notice, to remove any inflatable that we deem necessary.
- 2.2 As your safety is our paramount concern, we reserve the right to close the whole or any part of AquaVenture or suspend the operation of AquaVenture at any time for any technical or operational reasons (including staff illness), weather, capacity, special events, or to ensure the safety and security of guests, or if we reasonably consider the circumstances so require. If AquaVenture is closed for any of the reasons set out above, we reserve the right to offer substitute tickets for admission to AquaVenture on an alternative date in substitution for any other form of redress.

## **3. Entry Requirements**

- 3.1 AquaVenture operates a strict adult to child regulation policy in order to comply with health and safety standards. Please see below.
- 3.2 You will be admitted to AquaVenture subject to the Entry Conditions. If you do not comply with the Entry Conditions or you fail to complete the online Attendee Disclaimer you may not be permitted access to AquaVenture or may be removed from AquaVenture by us, without any right to a refund. Whilst at AquaVenture you must comply with any reasonable instructions given to you by our personnel or any third party instructed on behalf of us. We reserve the right to vary these Entry Conditions at any time without prior notice.
- 3.3 By entering AquaVenture you accept that you have a duty to take reasonable steps to ensure your own safety, taking into account any personal medical conditions. All persons in and around AquaVenture should behave in a safe manner at all times and must not act in any manner which may disturb other users of AquaVenture.
- 3.4 If you or any one in your party behaves in a manner which we consider to be unsafe or where we believe that you're under the influence of drugs or alcohol or where you disregard the reasonable instructions given to you by us, then we reserve the right to remove you from AquaVenture.
- 3.5 All Participants must be aged 6 or over, and also be 110cm or taller for AquaVenture. Participants under the age of 16 will only be able to use the AquaVenture with parental consent.
- 3.6 All Participants must be confident in the water and able to swim 50m in order to participate in AquaVenture.
- 3.7 Participants must not wear any loose clothing during the use of AquaVenture.

## **4. Customers with Disability**

We fully comply with all laws from time to time in force regulating the treatment of, and provision for, customers with any disability. If you have any special requirements pertaining to a disability, you should inform us of such requirements before you arrive

## **5. Limitation of Liability**

- 5.1 To the maximum extent permitted by law, we 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 AquaVenture whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the use of AquaVenture. We accept no liability for any damage/theft/loss caused to property and/or personal belongings, and any personal belongings brought to AquaVenture or the Cotswold Country Park and Beach is at your own risk.
- 5.2 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence

- 5.3 Furthermore, if you are a “consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
- 5.3.1 the Consumer Rights Act 2015;
  - 5.3.2 the Consumer Regulations;
  - 5.3.3 the Consumer Protection Act 1987; or
  - 5.3.4 any other consumer protection legislation; as that legislation is amended from time to time.

For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## 6. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible, of any such change.

## 7. How We Use Your Personal Information (Data Protection)

- 7.1 We shall only use your personal data in accordance with clause 7.2 below or with Your express consent and in accordance with any lawful instructions reasonably given by You from time to time, and the provisions of the Data Protection Act 1998 and Your rights under that Act and these Terms and Conditions.
- 7.2 We may use Your personal information as follows:
- 7.2.1 to provide the services subject to these terms and conditions to You;
  - 7.2.2 to process Your payment for entry into AquaVenture;
  - 7.2.3 We will not pass on your personal information to any other third parties without first obtaining your express permission.

## 8. Regulations

We are required by the Consumer Regulations 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 request to make a booking) except where that information is already apparent from the context of the transaction. We have included the information itself in these Terms and Conditions for You to see now as required by the Regulations, and such information will be part of the terms of Our contract with You as a Consumer.

## 9. Complaints

We always welcome feedback from our customers and whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint. If you have any complaint about AquaVenture or any of our staff or our wider facility Cotswold Country Park and Beach, please raise the matter with the General Manager who can be contacted at [Richard@cotswoldcountryparkandbeach.com](mailto:Richard@cotswoldcountryparkandbeach.com)

## 10. No Waiver

No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.

## 11. Law and Jurisdiction

- 11.1 These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law; and
- 11.2 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency.

## PAYMENT PROCESSING WITH WORLDPAY



**Planning Solutions Limited**  
**Owners and operators of AquaVenture**  
**Cotswold Country Park and Beach, Shorncote, Nr Cirencester, GL7 6DF**

**Company Number 313503**  
**Registered Office: Rothman Pantell, Chilworth Point, No1 Chilworth Road, Southampton, Hants, SO16 7JQ**



## AquaVenture ENTRY CONDITIONS

You will be admitted to AquaVenture subject to the following Entry Conditions. If you do not comply with the Entry Conditions you may not be permitted access to AquaVenture or may be removed from AquaVenture by us, without any right to a refund.

1. Whilst at AquaVenture, you must comply with any reasonable instructions given to you by our personnel or any third party instructed on behalf of us. We reserve the right to vary these Entry Conditions at any time without prior notice.
2. By entering AquaVenture, you accept that you have a duty to take reasonable steps to ensure your own safety, taking into account any personal medical conditions. All persons in and around AquaVenture should behave in a safe manner at all times and must not act in any manner which may disturb other users of AquaVenture. If you have any medical conditions, you should consult with your own doctor to ascertain if you can take part. If there is any possibility you might be pregnant, you should not take part. All medical equipment / inhalers / insulin must be left at the first aid station, by the launch area. If you have already booked and can provide a doctors note explaining you are unable to participate we will refund in full any monies paid for your ticket.
3. Please remove all rings, earrings and jewellery before entering AquaVenture.
4. No personal items are permitted on AquaVenture. No footwear is permitted, unless such footwear is wetsuit shoes. Go Pros and cameras are not permitted.
5. You will be fitted with a buoyancy aid as you enter the AquaVenture Lake. You must ensure that all zips and straps are as tight as possible before you depart and you may not remove the buoyancy aid until you are back on shore.
6. You are not permitted to navigate AquaVenture on your own. Generally, you will be placed in groups of 2-3 where you will be responsible for each other. It is advised to stay together in your group at all times. When you're helping people out of the water please pull them up by grabbing their straps on their buoyancy aids. Please do not lift them by their arms.
7. There can be no intentional physical contact between users on the park. Pushing and shoving is prohibited. Entry into the water must be feet first. No diving at any time. Flips and acrobatics are prohibited. When you're jumping/sliding in from an obstacle please ensure that you're landing area is clear and you're not jumping into or onto anyone. Do NOT climb up an obstacle directly behind a person to avoid them slipping on top of you.
8. You're not permitted to swim under any obstacles or inflatables.
9. The **Cyclone** or washing machine inflatables takes a maximum of 3 people. It is mandatory that you all run in the same direction. The **trampoline** has a maximum of 4 people bouncing at a time. The **Blast bag** inflatable has a maximum of 1 person on the launch pad and 1 person jumping onto it.
10. The Lifeguards are there to ensure your safety. Please respect them and allow them to control the volumes of people on certain equipment.
11. If you or any one in your party behaves in a manner which we consider to be unsafe or where we believe that you're under the influence of drugs or alcohol or where you disregard the reasonable instructions given to you by us then we reserve the right to remove you from AquaVenture.
12. Planning Solutions Limited advise that we will from time to time undertake photography and videography for promotional purposes and you should you wish to not be included in this activity you will need to advise the Manager on duty at the AquaVenture. We will wherever possible ensure you wishes are adhered to. We will have appropriate notices up when we are carrying out photography or videography.



## AQUAVENTURE ATTENDEE DISCLAIMER & INDEMNITY

### RULES AND REGULATIONS

Planning Solutions Limited and AquaVenture cares for the safe welfare of all participants. We consider Health and Safety to be important for all participants and require you to read and review this statement and indemnity form to establish our level of commitment to your health and safety

Participants must be aged 6 years of age or over, and also be 110cm or taller for the AquaVenture with parental consent, if under the age of 16.

Children aged between 6 years and 10 years old must be accompanied on the AquaVenture by a responsible adult (18+) who must also sign the child's disclaimer on their behalf.

When an adult is supervising children between 6 and 10 years old on the AquaVenture the ratio is 1adult to 3 children.

Your acceptance by clicking below will act as your signature as a participant and/or as the legal parent/guardian should the participant be under 16. You must be 18+ to sign on behalf of anyone under the age of 16.

Participants must be confident in the water and able to swim 50m in order to participate in these activities.

Participants must not wear any loose clothing.

You acknowledge water sports can be a dangerous activity. Resulting injuries may include: Cuts, grazes, sprains, bone fractures, loss of consciousness or drowning. You must report any accidents or injuries to a member of staff.

We can confirm safety devices (buoyancy aids) will be supplied. All participants must wear supplied safety equipment at all times without tampering with or removing such equipment.

Participants will always follow instructions given by AquaVenture staff. We have the rights to terminate your activities should you not comply with instructions. If this should happen you will not be entitled to any refund or rebooking.

Participants will ensure their own safety whilst taking reasonable care when undertaking water sport activity.

Participants must not partake in any of our activities whilst under the influence of Drugs or Alcohol and AquaVenture staff, agents or representatives reserve the right to remove you if we see fit.

Participants who have any of the following disorders should not attend and will receive a full refund, known Back/Neck Injuries, Diabetes, and Epilepsy. Respiratory, Pulmonary, Psychological or other health conditions affecting a participant's performance.

It is not recommended to participate on AquaVenture if you are pregnant.

By submitting this form you confirm that have read and understand the safety requirements as set out above and will listen to all instruction from AquaVenture staff or ensure that any participant under or over the age of 18 complies with such instructions and note safety notices placed on site. You confirm by submitting this form, you have read and understood the Entry Conditions.

### DISCLAIMER

You agree to take responsibility for your own and others health and well-being and property in relation to the use of AquaVenture.

**To the maximum extent permitted by law, Planning Solutions Limited 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 AquaVenture whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the use of AquaVenture. You agree to be responsible for your own property.**

You agree to indemnify and keep indemnified Planning Solutions Limited and AquaVenture, its directors, employees, and any other person or persons as may be authorised by Planning Solutions Limited to promote or organise this activity from and against all actions, claims, costs, expenses and demands in or 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 of 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.

By submitting this form you confirm that you are of over the age of 16 (or and competent to provide this indemnity and you have read the disclaimer and indemnity carefully and understand 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 without any inducement, assurance or guarantee, and intend this electronic submission to serve as conformation of my complete and unconditional acceptance of the terms, condition and provisions of the Disclaimer and Indemnity

Signature .....

Date.....