



Activities Terms & Conditions

These Terms and Conditions together with any and all documentation referred to therein are the standard terms which apply to entry into Cotswold Country Park and Beach by any customer, other members of a customer's party and their guest/s and their use of the park. Planning Solutions Limited manage the site on behalf of the Cotswold Waterpark Trust.

Definitions and Interpretation

Park	Means Cotswold Country Park and Beach, Spratsgate Lane, Shorncliffe, Nr Cirencester, GL7 6DF operated by Planning Solutions Limited.
Entry Conditions	Means the conditions of entry onto site and any of its activities, and the rules and regulations that must be adhered to at all times
We/Us/Our	Planning Solutions Limited whose head office is at 9 Leigh Road, Havant, Hampshire, PO9 2ES and Cotswold Country Park and Beach facility which includes all employees and agents acting for us
Customer/You/Your	Means an individual who is a customer of ours who agrees to pay both for him/herself as a paying guest of Cotswold Country Park and Beach and also for members of his/her party and any of his/her guests
Order	Means your order to purchase an entry ticket to Cotswold Country Park and Beach and its activities whether online, via telephone or in person
Our Website	www.cotswoldcountryparkandbeach.com

Customers are reminded that activities are potentially hazardous and partaking in these activities is at the Customers own risk. All participants must adhere to the safety briefings and instructions provided at all times.

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

1. Tickets (activities or/and admission)

- 1.1 All activities are within the Cotswold Country Park and Beach. There is a Park Admission fee in addition to the activities fee unless you have booked AquaVenture or a BBQ in advance (minimum the day before your session). One vehicle ONLY park admission is included, if you have booked AquaVenture or BBQ. All other activity (Stand up paddle board, Kayaking, Pedaloos, Row Boats, Electric Boats, Mini Golf and Pedal Karts) require the purchase of admission separately. If you do not book in advance you will be charged a Park Admission on arrival at Cotswold Country Park and Beach if we have availability. If we do not have availability you will not be able to enter the park and no-refund will be offered.
- 1.2 All persons entering the park must have a valid entry ticket. All tickets purchased for activities are only valid on the date and time printed on the ticket. All admission tickets purchased are only valid for the day from gates open to gates close.
- 1.3 All pre-booked tickets (whether made via online or telephone) are non-refundable and non-transferable outside a 10 day notice period from ticket date. In the event that admission into

park is refused or relinquished for any reason no refund or transfer will be provided. In the event you have booked activities without booking admission or in the event you have not booked additional admission for extra vehicles for AquaVenture or BBQs there will be no refund or transfer offered for your booking.

- 1.4 Admission tickets for the day includes: access to the park and its walks, beach, children's outdoor areas, toilets and café areas. All other activities are subjected to an additional charge.
- 1.5 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.
- 1.6 No part of our park 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 within 10 days of your booking.
- 1.7 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.
- 1.8 You may change the date of your booking up to 10 days before the date in which you're due to attend. We will use all reasonable endeavors to accommodate Your requested changes, but We do not promise that all date changes that You request will be accommodated. For the avoidance of doubt there will be no cash refund for any tickets, even if no convenient dates or times are available. No changes can be made to the booking if there is less than 10 days until the date you're due to attend.
- 1.9 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 and rules on activities.
- 1.10 Where tickets are to be purchased for specific requirements or bookings that receive an invoice 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 booking 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 park 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. Specific Activity requirements

By agreeing to these terms and conditions you are agreeing to the following rules for each activity.

Aquaventure;

- 6-10yrs **must** be accompanied by an adult (3:1 ratio) in the water/on the AquaVenture - this adult must be apart of the POD.
- 11yrs+ can participate without an adult.
- Under 18's **must** have Disclaimer signed by adult (parent/guardian).
- Minimum height 1m
- Must be able to swim 50 meters unaided in a buoyancy aid.
- Pedalo/Electric Mini Boats/Row Boats
- Max 4 participants per boat (plus 1 x child can sit on lap).
- Under 11yrs must be accompanied by an adult
- 11yrs+ can participate without an adult.

* This activity **DOES NOT** include admission. Admission must be booked separately **before** you book this activity.

Stand Up Paddleboard/Kayaking

- 1 person per board
- Must be 11yrs+
- 11yrs+ can participate without an adult.
- Under 18's **must** have Disclaimer signed by adult (parent/guardian).
* This activity **DOES NOT** include admission. Admission must be booked separately **before** you book this activity.

Pedal Karts

- 1 person per kart
- Must be at least 110cm tall
- Under 18yrs must have guardian/parent supervision
* This activity **DOES NOT** include admission. Admission must be booked separately **before** you book this activity.

Open Water Swimming

- Open Water Swimming Must wear a **BRIGHT** swim hat
- Must wear a **WETSUIT** or have a **TOWFLOAT**
- 18yrs+
* This activity **DOES** include admission during the swim session times for the participant **ONLY**. Admission must be booked separately for spectators **before** you book this activity.

3. Changes

- 3.1 We will endeavour to ensure that the park and its facilities are available for use by you and other guests to enjoy. However we reserve the right, without prior notice, to remove any facilities or activity that we deem necessary.
- 3.2 As your safety is our paramount concern, we reserve the right to close the whole or any part of park or suspend the operation of the park and its activity's 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 the park or its activities is closed for any of the reasons set out above, we reserve the right to offer substitute tickets for admission and activities on an alternative date in substitution for any other form of redress.

4. Customers with Disability

- 4.1 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.
- 4.2 We have very limited disabled parking and is on a first come first serve basis. These parking spots are till 300m away from the beach areas.

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 the park and its activities whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in

connection with the use of the facilities at Cotswold Country Park and Beach. We accept no liability for any damage/theft/loss caused to property and/or personal belongings, and any personal belongings brought to the park 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;
 - 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 the park or any of our staff or our wider facility at Cotswold Country Park and Beach, please raise the matter with the General Manager who can be contacted at info@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.
- 11.3 By purchasing online tickets for the park admission or any of its activities. You are accepting our full terms and conditions presented within this document.

Planning Solutions Limited

Operators of

Cotswold Country Park and Beach, Shorncote, Nr Cirencester, GL7 6DF

Company Number 313503

