

## Lee Valley White Water Centre Terms and Conditions

Issue 13

These LVWWC Terms and Conditions are incorporated into Lee Valley Regional Park Authority's Standard Terms and Conditions of Sale which apply to all purchases. Words defined in the Standard Terms and Conditions of Sale have the same meaning in these LVWWC Terms and Conditions. If you are unsure as to whether you are able to take part in any activity, or you have any questions concerning these LVWWC Terms and Conditions, please contact us before booking.

For the purposes of these terms:

- LVWWC means Lee Valley White Water Centre;
- you means the customer, being any person taking part in any activity at the LVWWC.

### 1. Important Notices

- 1.1 All activities available at the LVWWC carry inherent risks. You accept these risks and are responsible for your own actions and involvement. Bank Safety staff are present at all sessions, however during public paddling sessions participants are expected to exercise self-saving where possible during their session.
- 1.2 To take part in the activities available at the LVWWC you should be in good physical health and able to undertake and successfully complete the relevant activity assessment.
- 1.3 If you are pregnant or might be pregnant, we advise you do not take part in any of our activities.
- 1.4 By entering the LVWWC, you have accepted, and agreed to comply with, these LVWWC Terms and Conditions.
- 1.5 In making a booking on behalf of a group, you are responsible for ensuring all group members comply with these LVWWC Terms and Conditions.
- 1.6 You will only be able to partake in your chosen activity if the LVWWC staff are satisfied with the fitting of your personal protection equipment.
- 1.7 Buoyancy aids must be worn for all water activities.
- 1.8 The buoyancy aids used at LVWWC cannot support body weights in excess of 114 kilograms (18 stone) for water activities therefore you will not be able to participate in water activities if your body weight exceeds 114 kilograms (18 stone).
- 1.9 LVWWC staff can assist any customers who have questions regarding sizing and the fitting of safety equipment. Please telephone LVWWC to discuss any questions you may have before booking.
- 1.10 The LVWWC will try to meet customer requests for grouping individuals together for White Water Rafting or Rodeo Rafting, however this cannot be guaranteed. To ensure a group of individuals will not be split up, customers are recommended to book a whole raft.
- 1.11 Please note that if you fail an activity assessment or decide to stop participating in an activity at any time, you will not be entitled to a refund.

### 2. Children and Young People

- 2.1 Children under12 years old must be accompanied by a parent or responsible adult at all times throughout their visit to LVWWC.
- 2.2 Participants under 16 years must have a parent or guardian on site at all times during their visit to LVWWC
- 2.3 A Parental/Guardian Consent Form signed by a parent or guardian must be submitted for all participants under 18 years old before the taking part in a **moving water** activity can take place





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(the form is available on our website, alternatively please ask us for a copy). If this form is not submitted the booking will be cancelled and the cancellation conditions in clause 3 of these LVWWC Terms and Conditions will apply.

2.4 Age restrictions apply to the following activities:

Activity	Minimum age at time activity takes place and other conditions
Olympic Course Rafting Unleashed White Water Rafting Rodeo Rafting	12 years 12 years 14 years
Legacy Course Family Rafting Legacy Rafting	8 years 8 years
Hydrospeeding Hotdogs	12 years 12 years
Olympic Course, Legacy Course (public paddling)	Minimum of age of 8 and is subject to ability and passing our assessments for our courses
Lake Activities (Instructor-led sessions)  Explore Kayaking Explore Paddleboarding Water Wipeout Raft Building	8 years In addition, for any activity that is not instructor-lead, a parent or guardian must directly supervise on the water a child aged 8 - 12 years. Children aged 13 - 16 years. must be checked in by a parent or guardian who will remain on site at the LVWWC for the duration of the visitand be easily contactable if required.

#### 3. Cancellation

- 3.1 If you would like to cancel a booking, contact us by email at <a href="whitewater@leevalleypark.org.uk">whitewater@leevalleypark.org.uk</a> or by telephone on 03000 030 616.
- 3.2 Where we receive a cancellation request the following refund policy will apply:
  - 3.2.1. for requests received at least 22 days before the activity start date a 75% refund will be given;
  - 3.2.2. for requests received between 8 and 21 days before the activity start date a 50% refund will be given; and
  - 3.2.3. for requests received 7 or fewer days before the activity start date no refund will be given.

#### 4. Rescheduling

If, for any reason, you would like to reschedule your booking the Authority will do its best to assist you. Subject to availability, and at the sole discretion of the Authority, you may reschedule the date, time and/or type of activity booked up to 22 days before the activity start date. Bookings cannot be rescheduled within 22 days of the date, unless a medical note is provided and submitted within 7 days. An administration fee of £5.00 per rescheduled booking will be charged. This does not apply to canoe or kayak individual bookings.

#### 5. Equipment, Instruction and Supervision

5.1 If you choose to use your own craft/equipment it is your responsibility to ensure that the craft/equipment is of satisfactory quality and fit for the purpose of the activity undertaken. If you





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have any concerns regarding the compliance of your equipment you should, at the time of booking, contact the LVWWC and you will be provided with advice.

- 5.2 The Authority reserves the right to inspect your craft/equipment. The Authority will not be held liable for any losses (and for the avoidance of doubt no refund will be given) if the Authority refuses to allow any craft/equipment to be used which, in our staff's opinion, is unsafe, unclean or not suitable for the relevant activity.
- 5.3 The training and instruction you may receive from LVWWC staff is specific to the LVWWC environment. The Authority does not guarantee that the skills learnt on any LVWWC activity will be transferable to any other activity which carries inherently different risks.
- 5.4 Safety briefings are given in English. In order to safely participate in any activity at LVWWC you must be able to understand the briefing in full. If you do not understand any aspect of the safety briefing given to you, please ask for clarification at the time of the briefing, before you participate in the activity.

### 6. Respecting our staff and other customers

- 6.1 In booking and participating in an LVWWC activity you agree to follow the instructions given by our staff.
- 6.2 If you do not act in accordance with these LVWWC Terms and Conditions you may be asked to leave the LVWWC without any entitlement to a refund.
- 6.3 Dangerous or threatening behaviour will not be tolerated. If you are part of a group which causes a disturbance, the group will be treated as one and our staff have the right to remove the whole group from the LVWWC and no refunds will be given.

#### 7. Liability

- 7.1 As stated in the Standard Terms and Conditions of Sale, the Authority shall not be liable for:
  - 7.1.1. any damage or loss of any property or items belonging to you, any member of your group or any third parties; or
  - 7.1.2. personal injury or death of any person but only so far as such injury or death is not caused by the Authority's negligence.

#### 8. LVWWC policies and information

- 8.1 Smoking (including electronic cigarettes or any other artificial cigarettes or smoking devices) is not permitted anywhere within the LVWWC which includes the car park and all external areas.
- 8.2 Any person suspected to be under the influence of alcohol and therefore unfit to participate in an activity will be refused admission and shall not be entitled to a refund.

