



## CLIENT DISCLAIMER

**1) I understand and accept that:**

In participating in water sports activities that there is an element of danger and risk of injury to myself, which I undertake at my own risk; and in participating in water sports activities that there is an element of danger and risk of injury to others and consequently undertake to use the Company's equipment and facilities (the "Facilities") and to conduct myself while on the Company's premises in a sensible and responsible manner and in compliance with all notices, instructions and directions as published or displayed from time to time and in compliance with any instruction given to me by any authorized person in the Company's employment or control (an "Authorized Person"). I have read and acknowledge that conduct of the type set out in Section 3 below would amount to a breach of this paragraph.

**2: I confirm that:**

I will not use the Company's cable skiing facility without having attended a first timer's training session; and / or meeting the 'Minimum Standard' (as defined in Section 3 below);

I am in good state of health and free from any injury, medical condition, disease or illness which may be aggravated by participating in water sport activities or which may make it unsuitable for me to participate in such activities; and

I will not use the Company's Facilities while under the influence of any drugs or alcohol.

**3: The minimum standard for Cable Ski and Aqua Park use without qualified instruction is as follows:**

- (a) The ability to swim 50m unassisted
- (b) Be over 1.1 meters in height. Be 8 years or older for wakeboarding or 6 years or older for the Aqua Park.

**4: The following basic safety rules are drawn to the User's attention and in entering into this agreement the User agrees not to breach the same with regard to the Cable Ski:**

**All Users MUST:**

- (a) Let go of the handle when their path is obstructed
- (b) Avoid using the Facilities in a manner which might endanger other persons using the Facilities including skiing close to fallen skiers
- (c) Exit the cable in the designated place - between the two orange buoys or such other place as may from time to time be designated
- (d) Refrain from using ramps, sliders and kickers without the permission from the cable instructors
- (e) Refrain from instructing or attempting to instruct other users on the cable ski
- (f) Ensure the safety video has been watched prior to your first session at Festival Wakeboard and Aqua Park

**The following basic safety rules are drawn to the User's attention and in entering into this agreement the User agrees not to breach the same with regard to the Aqua Park:**

**All Users MUST:**

- (a) Do not dive under features
- (b) No access to aqua park with objects other than buoyancy aid
- (c) Always slide with your feet first and move away from the landing area immediately
- (d) Ensure others or objects are not in the water before you jump in

(e) Do not jump from trampoline, Jungle Joe, or Climbing Wall onto other objects

The following basic safety rules are drawn to the User's attention and in entering into this agreement the User agrees not to breach the same with regard to the Cable Ski and the Aqua Park:

**All Users MUST:**

- (a) Refrain from using the Facilities under the influence of drugs or alcohol
- (b) Obey safety advice and signage and all instructions given to them by authorized personnel
- (c) Do not participate if pregnant or not in good health
- (d) Remove all watches, keys, rings and any jewellery
- (e) Treating the Company's property and the Facilities with respect and care
- (f) Ensure that you never put your feet down on the ground; always make sure that you swim
- (g) This is not intended to be an exhaustive list of safety rules. The Company reserves the right to ask you to leave the Facilities without refund if you break any of the above mentioned rules or behave in a manner which in the opinion of the any authorized person represents a danger or potential danger to yourself or other Users

**5: I undertake to fully indemnify the Company, its directors, agents and employees against any claim brought by any third party for loss, damage, injury or death which has been caused by any action or omission of mine or any act or omission of any child of which I am the lawful parent or guardian or any child whose supervision is wholly or partly my responsibility at the time of the relevant act or omission that would if they had agreed to the same with full capacity to do so amount to a breach of these Terms and Conditions or which amounts to negligence or a willful act or omission.**

**6: I confirm that when accompanying a child or children I will comply and ensure that the child or children comply with the following:**

- (a) General: All children under the age of 16 years of age must be accompanied by an adult when on the Company's property. The adult must remain on the site for the duration of the child's visit and must supervise them appropriately at all times. The adult in question must be over 18 years old
- (b) Changing Rooms: Young children up to 8 years may use either changing room under adult supervision. Children over 8 must use the male or female changing rooms appropriate to their gender
- (c) Children must be able to meet the Minimum Standard set out in Section 3 above after achieving a proficiency certificate issued by the Company. This certificate must be shown to the receptionist on any subsequent visits.

**7: I understand that I need to arrive on site at least 30 minutes before the allotted time slot, and that failure to do so will result in the time slot being lost without compensation.**

# TERMS & CONDITIONS

## INTERPRETATION

1.1 The definitions in this clause apply to these Terms:

Force Majeure Event: shall have the meaning given in clause 9.

Booking: your order for the Services by means of a completed booking form either made online via our website or in paper form.

Booking Confirmation: shall have the meaning set out in clause 2.5.

Company: JVP Leisure Limited (including where appropriate its employees, directors, agents and sub-contractors)

Regulations: Our rules and regulations from time to time in force

Services: the services that we are providing to you as set out in the Booking.

Terms: the terms and conditions set out in this document.

We/us: JVP Leisure Limited a company incorporated in England and Wales with company number 7635092 whose registered office is at c/o Gray & Company, The Village, Braintree Road, Felsted, Essex, CM6 3DJ

Writing or written: includes faxes and e-mail.

1.2 Headings do not affect the interpretation of these Terms.

## 2. BASIS OF SALE

2.1 a) We consider these Terms, the Booking and the Regulations to set out the whole agreement between you and us for the supply of the Services. These Terms only apply to our contracts with consumers.

b) Please check that the details in these Terms and on the Booking are complete and accurate before you commit yourself to the contract. If you think that there is a mistake, please make sure that you ask us to confirm any changes in writing, as we only accept responsibility for statements and representations made in writing by our authorised employees and agents.

c) Please ensure that you read and understand these Terms before you sign and submit the Booking, because you will be bound by the Terms once a contract comes into existence between us, in accordance with clause 2.5.

2.2 Any samples, drawings, descriptions or advertising we issue, and any descriptions or illustrations contained in our catalogues or brochures, are issued or published solely to provide you with an approximate idea of the Services they describe. They do not form part of the contract between you and us or any other contract between you and us for the supply of the Services.

2.3 If any of these Terms are inconsistent with any term of the Booking, the Booking shall prevail.

2.4 The Booking is an offer by you to enter into a binding contract with us, which we are free to accept or decline at our absolute discretion.

2.5 These Terms shall become binding on you and us when:

a) we issue you with written acceptance of a Booking; or

b) we notify you that we are able to provide the Services, whichever is the earlier ("Booking Confirmation"), at which point a contract shall come into existence between us.

2.6 Any quotation for the Services is given on the basis that a binding contract shall only come into existence in accordance with clause 2.5. A quotation from us shall be valid for a period of 30 calendar days from its date of issue, unless we notify you in writing that we have withdrawn it during this period.

2.7 We shall assign a Booking reference to the Booking and inform you of it in the Booking Confirmation. Please quote the Booking reference in all subsequent correspondence with us relating to the Booking.

2.8 No refund shall be given in relation to any cancellation of Services except as specifically provided in clause 2.9.

2.9 You may cancel a Booking by written notice provided such notice is received by us at least 96 hours before the Services are due to be provided. If you cancel a Booking in accordance with this clause, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Booking. However, where the amendment or cancellation is due to our failure to comply with these Terms you shall have no liability to us for it.

2.10 We have the right to revise and amend these Terms from time to time. You will be subject to our policies, regulations and terms in force at the time that you order the Services from us, unless any change to those policies or these Terms is required by law or government or regulatory authority in which case it will apply to orders you have previously placed that we have not yet fulfilled.

2.11 You confirm that you have read and understood the Regulations, and that you can and will comply with all the Regulations. Furthermore, we reserve the right to cancel or amend the Services at any time if we feel you cannot comply or are not complying with the Regulations in our absolute discretion.

### **3. QUALITY OF SERVICES**

3.1 Unless we are prevented from doing so by a Force Majeure Event, we will provide Services which:

- a) conform in all material respects with their description;
- b) are carried out with reasonable care and skill;
- c) are fit for any purpose we say the Services are fit for, or for any purpose for which you use the Services and about which you have informed us, or we could reasonably expect you to use the Services;
- d) are free from material defects in design, material and workmanship; and
- e) comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.

3.2 This warranty is in addition to your legal rights in relation to Services which are not carried out with reasonable skill and care or which otherwise do not conform with these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

3.3 These Terms apply to any replacement Services we supply to you in the unlikely event that the original Services do not conform to these Terms.

3.4 You must provide us, in sufficient time, with any information and instructions relating to the Services that is or are necessary to enable us to provide the Services in accordance with these Terms.

3.5 If you do not, or you provide us with incomplete, incorrect or inaccurate information or instructions, we may cancel the Booking by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required.

3.6 We only supply the Services for domestic and private use, and you agree not to use the Services for any commercial purpose.

### **4. PROVISION OF SERVICES**

4.1 We will supply the Services to you from the date and for the period set out in the Booking.

4.2 We will make every effort to complete the Services on time but there may be delays due to circumstances beyond our control. In this case we will complete the Services as soon as reasonably possible.

4.3 We may have to suspend the Services if we have to deal with technical problems, or to make improvements to the Service. We will let you know in advance where this occurs, unless the problem is urgent or an emergency.

### **5. DEFECTIVE SERVICES**

5.1 In the unlikely event that the Services do not conform to these Terms, please let us know as soon as possible after we have carried them out. We will:

- a) provide you with a full or partial refund, depending on what is reasonable; or
- b) re-perform the Services.

### **6. INTELLECTUAL PROPERTY RIGHTS**

6.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items that we prepare or produce for you in connection with the Services will belong to us absolutely.

6.2 You may not use the materials, documents or other items detailed in clause 6.1 for any commercial purpose.

## 7. PRICE AND PAYMENT

7.1 The price of the Services will be as set out in the quotation we provided to you or, if we have not provided a quotation or the quotation has expired, in our price list in force at the time we confirm your Booking. Prices are liable to change at any time, but price changes will not affect Bookings that we have confirmed in writing.

7.2 These prices include VAT. However, if the rate of VAT changes between the date of the Booking and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

7.3 The full price for the Services shall be due on the later of either:

- a) the time the Booking was made; or
- b) 96 hours before the date for the provision of the Services as set out in the Booking.

You agree to provide your bank details as part of the Booking and authorise us to use those details to take payment for the Services.

7.4 [If you do not make any payment due to us by the due date for payment (as set out in clause 7.3), we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Nat West Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.]

7.5 Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend our performance of the Services or any other outstanding Booking until you have paid the outstanding amounts.

7.6 clause 7.4 and clause 7.5 shall not apply for the period of the dispute if you dispute the payment owing in good faith and let us know promptly after you have received the invoice that you dispute it.

## 8. LIMITATION OF LIABILITY

8.1 Subject to clause 8.2, if either of us fails to comply with these Terms, neither of us shall be responsible for any losses that the other suffers as a result, except for those losses which we or you could reasonably foresee would result from the failure to comply with these Terms.

8.2 Neither of us shall be responsible for losses that result from our failure to comply with these Terms including, but not limited to, losses that fall into the following categories:

- a) loss of income or revenue;
- b) loss of business;
- c) loss of anticipated savings; or
- d) loss of data.

8.3 We shall be under no liability whatsoever for any loss, damage, injury or expense caused by any breach by you of these Terms or the Regulations.

8.4 This clause does not include or limit in any way our liability for:

- a) death or personal injury caused by our negligence; or
- b) fraud or fraudulent misrepresentation; or
- c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- d) losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
- e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

## 9. EVENTS OUTSIDE OUR CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (Force Majeure Event).

9.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond our reasonable control and includes, in particular (without limitation), the following:

- a) strikes, lock-outs or other industrial action; or
- b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
- c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
- d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
- e) impossibility of the use of public or private telecommunications networks.

9.3 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

## 10. ASSIGNMENT

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

## 11. NOTICES

All notices sent by you to us must be sent to JVP Leisure Ltd., c/o Gray & Co., The Village, Braintree Road, Felsted, Essex, CM6 3DJ or [info@festwake.com](mailto:info@festwake.com). We may give notice to you at either the e-mail or postal address you provide to us in the Booking. Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that the e-mail was sent to the specified e-mail address of the addressee.

## 12. DATA PROTECTION

12.1 We will only use the personal information you provide to us to provide the Services, or to inform you about similar services which we provide, unless you tell us that you do not want to receive this information.

12.2 You acknowledge and agree that we may pass your details to credit reference agencies.

## 13. GENERAL

13.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

13.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

13.3 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

13.4 These Terms shall be governed by English law and you and we both agree to the exclusive jurisdiction of the English courts.

## 13. CANCELLATION POLICY

Please note that Festival Wakeboard and Aqua Park operates a strict 48 hour cancellation policy. If you cancel within this time, you will lose your payment. If we receive more than 48 hour notice then we will credit the payment to be used at a later date, or offer you a 50% refund of the full amount. If you give us 7 days' notice, we will refund the full amount. Wetsuit sales are final and no refunds will be offered if not used.