Activity Booking Form

TEES BARRAGE INTERNATIONAL WHITE WATER CENTRE

Participant Information		
Lead Person's Full Name:		
Name of Organisation (if applicable):		
Contact Address:		
Postcode:		
Telephone:	Home:	Mobile:
Email:		
Invoice Address (if different from above):		
Purchase Order Number:		

Activity Information						
Activity Type:					Booking Reference:	
Date of Visit:					Activity Time:	
Numbers Attending:	Adults		Children (U18)		Total Cost:	
Deposit Amount Due:					Deposit Date Due:	
Payment type:	Cheque:		Visa:		Invoice (over £20 only):	Cash:

Thank you for booking with Tees Barrage International White Water Centre. We hope that you will experience an exciting and memorable day. To help us make your visit run smoothly there are a few forms we need you and your group members to read, fill in and return to us prior to your visit. This will save time on the day and make you more aware of the activities you will be participating in.

Included in this booking pack is:

- **Activity Booking Form**
- **Medical Consent Form - Activities**
- **Activity Booking Terms & Conditions**
- **What You Should Bring**

Further copies of the 'Medical Consent Form - Activities', 'What You Should Bring' and the 'Activity Booking Terms & Conditions' are available at www.tbiwwc.com

Please complete the Booking Form fully and return to:

Tees Barrage International White Water Centre,
Tees Barrage Way,
Tees Barrage,
Stockton on Tees
TS18 2QW

Or email: enquiries@tbiwwc.com

Deposit and Payment
A 25% deposit is required by the deposit due date (stated above), before your booking can be confirmed. This deposit is non-refundable.

The remainder of the payment is required a minimum of 4 weeks before the activity start date in order to secure the booking.

Any bookings made less than 4 weeks before the date of visit must be paid in full at the time of booking. Payment can be made by using debit or credit card, cash, cheque (should you wish to pay your deposit by cheque, please make cheques payable to 'Tees Active Ltd') or by invoice (over £20.00 and a PO Number is required where applicable). (Business cheques or from a club accepted, NO personal cheques allowed).

Completed booking forms and full payment must be received **prior** to you attending the centre for your activity.

Medical Consent Forms
EACH individual participant MUST fill in a Medical Consent Form.
One form has been included in your pack, you may photocopy as required.
Additional copies are available on our website.
All Medical Consent Forms must be received by TBIWWC a minimum of 4 weeks before your visit.

Any bookings made less than 4 weeks before the visit, must submit Medical Consent Forms ASAP.

I have read and understand all Terms & Conditions relating to my booking including The Water Quality Statement and upon signing agree to comply with the Rules & Regulations of the Centre.

Name: ..... Date: ..... Signature: .....

Participants Group List

Please list all activity participants below. Please duplicate the below sheet if required and attach to this form.

The Centre should be notified of any changes to this list as soon as possible.

Full Name (BLOCK CAPITALS)	Has completed a 'Medicial Consent Form' (Please tick)	Is over 18 years of age? (Please tick)	If under 18, please state D.O.B.	Please sign to confirm you have read and understand the information on the 'Activity Terms & Conditions'.

Terms & Conditions
(Activity Bookings)

TEES BARRAGE INTERNATIONAL WHITE WATER CENTRE
(run by Tees Active Ltd (TAL) - These facilities are supported by Stockton-on-Tees Borough Council and are managed by Tees Active Ltd, Redheugh House, Thornaby Place, Thornaby, Stockton on Tees TS17 6SG herein referred to as 'TBIWWC','we', 'our' or 'us').

ACTIVITY BOOKING TERMS AND CONDITIONS
Important
Canoeing, kayaking, rafting and other activities available at TBIWWC may carry inherent risks. You should be aware of and accept these risks and be responsible for your own actions and involvement.
In addition to the terms and conditions below, you must read and sign a Medical Consent Form before you use TBIWWC. We will provide you with the TBIWWC Rules and Regulations (available to view at TBIWWC reception).
If you are unsure whether you are able to participate in any activity, or if you have any questions concerning these terms and conditions, your booking form or the Safety and Risk declaration, please ask a member of staff before you enter into a contract with us.

1. Booking and payment

1.1. Your use of the TBIWWC facility whilst participating in any scheduled TBIWWC activity is subject to these terms and conditions. The completed and signed booking form, together with these terms and conditions, a completed Medical Consent Form and the TBIWWC Rules and Regulations shall constitute the entire agreement between you ('the Customer' also referred to as a 'Participant') or the person making the activity booking on your behalf, and us.
1.2. In the event that you are booking an activity on behalf of a group, "you" and "your" shall be deemed to include each member of that group. Furthermore, you as the individual booking the activity agree to ensure that each member of the group has read and agrees to comply with these terms and conditions.
1.3. Completed booking forms and full payment must be received prior to you attending your chosen activity.
1.4. Once your booking has been made and or received by TBIWWC, a 25% deposit is required before your booking can be confirmed. This deposit is non refundable.
1.5. Should you wish to pay your 25% deposit by cheque, you must ensure that we receive your cheque within 5 working days of booking for us to confirm and secure your booking.
1.6. The remaining payment of 75% is required a minimum of 4 weeks before the activity start date in order to secure the booking.
1.7. Any bookings made less than 4 weeks before the activity start date must be paid in full at the time of booking.
1.8. Payment can be made by using debit or credit card, cheque, cash or by invoice. (Business cheques or from a club accepted, NO personal cheques allowed.

2. Cancellations by us

2.1. Every attempt will be made to ensure that TBIWWC activities run as scheduled. However, we reserve the right to close TBIWWC at any time without notice due to unsuitable conditions, forecasts, prevailing weather conditions, to ensure any scheduled activity has the required minimum number of participants or due to any other factors beyond our control or if we feel that there are unmanageable risks.
2.2. In the event that TBIWWC is closed then pursuant to this clause we may at our sole discretion offer you another session or part session without further charge or offer you a reasonable refund.
2.3. TBIWWC may at its sole discretion cancel any bookings that have not been confirmed (i.e. paid in full) 4 weeks before the activity start date. In such circumstances, you will lose your 25% deposit.
2.4. If you have already commenced your activity at TBIWWC when it is cancelled or closed pursuant to clause 2.1, we will take any time you have already spent at TBIWWC into account when deciding how best to reasonably compensate you.
2.5. Force Majeure – TBIWWC shall not be liable for any failure to observe or delay in complying with any of the event/ activity arrangements due to any cause out of their control, this may include, but not limited to, environmental disasters, acts of war or terrorism and major equipment failure.
2.6. We will not accept liability for any other costs howsoever incurred by you or any other individuals or third parties.
2.7. 2.7 If we have to cancel due to low numbers you will be informed 7 days in advance of your session. You will be offered an alternative session without further charge or a refund.

3. Cancellation by You

3.1. We recognise that occasionally you may wish to change your mind. The Customer has the right to cancel any session of hire by giving to TBIWWC notice in writing.
3.2. If you wish to cancel your activity booking we operate the following cancellation policy:
3.3. The Customer has the right to cancel any session of hire by giving TBIWWC notice in writing. Payment for the cancelled hire session(s) will remain due as follows:
- A non-refundable deposit of 25% is required at time of booking or by a date specified by TBIWWC.
- 25% of total booking fee owed if cancelled more than 15 days of the event.
- 50% of total booking fee owed if cancelled within 14 days
- of the event 75% of total booking fee owed if cancelled within 7 days of the event.
- 100% of total booking fee owed if cancelled within 24
- hours of the event.

3.4. This Agreement may be terminated immediately by notice given by TBIWWC.
- If at any time payment due under the Agreement is unpaid for 28 days after becoming due (whether demanded or not)
- If the Customer has breached any of the terms and conditions of this Agreement.

For bookings taken within 22 days of the event the above cancellation arrangements still apply.

4. Liability

4.1. We will not limit our liability to you for any personal injury (including death) which you may suffer as a result of our negligence. Our liability to compensate you for any loss or property damage is limited to a reasonable amount having regard to such factors as to whether or not the damage was due to a negligent act or omission by us.

4.2. We will compensate you for any loss or damage you may suffer if we fail to carry out duties imposed on us by law (including if we cause death or personal injury to you by our negligence) unless that failure is attributable to (i) your own fault; (ii) a third party unconnected with our provision of services under this agreement; or (iii) events which neither we nor our suppliers could have foreseen or forestalled even if we had taken all reasonable care.

5. Equipment, Instruction & Supervision

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

5.2. The training and instruction you will receive is specific to the TBIWWC environment. We can not guarantee that the skills learnt on any TBIWWC activity will be transferable to any other activity which carries different inherent risks.

5.3. In booking and participating in a TBIWWC activity you agree to follow the directions and orders of any TBIWWC activity instructor.

6. Under 18s

6.1. All persons under the age of 18 years ('Under 18's') will require a completed Medical Consent Form before being allowed to participate in any activity at TBIWWC. The requisite Medical Consent Form is available from us and a duly completed and signed Medical Consent Form must be returned prior to participation.

7. Data Protection / Privacy

7.1. The information you have supplied will be treated in accordance with the provisions of the Data Protection Act 1998.

7.2. We may occasionally take photographs of participants for publicity purposes, including reproduction on our website, and in submitting your booking you are indicating your consent to the same, unless you mark the box on the booking form to indicate otherwise.

7.3. We may use CCTV to monitor our premises for security purposes and to review any incidents which may occur on the premises.

8. Policy of use of Cameras, Video Cameras and Mobile Phones

8.1. The use of video cameras, still cameras and other equipment with image taking capabilities e.g. mobile phones, is strictly forbidden without prior permission from the facility management team. Exceptions to this are during special events or sessions publicised as such (enquire at reception for further details).

9. Adherence to Rules

9.1. You must comply at all times fully and promptly with the TBIWWC Rules and Regulations and any and all other safety regulations and instructions issued by us, our staff and / or our instructors.

9.2. You must not do anything (or omit to do anything) which may cause damage or loss to our property or facilities, to other participants or cause nuisance, annoyance, disturbance, inconvenience or injury to any other persons on the premises.

9.3. We reserve the right to terminate the stay/use of our facilities by any person(s) whom we reasonably consider being in breach of clause 9.1 and/or 9.2 above and such persons may be required to leave TBIWWC immediately. No refunds will be made in this event, and we will not accept liability for any expenses, claims, losses or costs incurred as a result of such termination.

9.4. Right to Exclude - Tees Active Ltd (TAL) authorised officers or there representative, not withstanding this agreement at his absolute discretion be entitled to refuse admission to, or evict any persons from the premises.

9.5. Zero Tolerance Statement – Our Staff endeavour to provide the best service possible and this is appreciated by the majority of our customers. They have the right to work in a safe environment. Anyone who verbally or physically abuses a member of staff may be excluded from all Tees Active managed facilities and can expect to be dealt with by the police and prosecuted where appropriate, thank you for your co-operation.

10. General

10.1. Eating and drinking are only permitted in the designated cafeteria and vending areas within the centre.

10.2. Smoking and non-prescription drugs are not permitted anywhere within TBIWWC or the car park. Anyone in possession of or under the influence of any such items will be refused admission.

10.3. Any persons who are thought to be under the influence of drink / and or drugs (at the sole discretion of TBIWWC staff) will not be permitted to use TBIWWC facilities and partake in any activities. No refund will be given.

10.4. If you wish to send us any notice or letters then you should send it to the address and for the attention of the relevant person you wish to contact. If you are unsure as to whom to send any notice or letter, then please send it to us at Tees Barrage International White Water Centre, Tees Barrage Way, Tees Barrage Stockton on Tees TS18 2QW.

10.5. For the purposes of the Contracts (Right of third Parties) Act 1999 this agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

10.6. This agreement is governed and construed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

10.7. We must be notified of lost property within 2 weeks, as any items found are disposed of after this period.

11. Damage

11.1. Any damage caused by the customer to the facility building, fixtures, or any other property of TBIWWC shall be paid for by the customer and the amount of such damage shall be assessed by TAL whose assessment shall be binding.