



# AZTEC AQUA PARK: TERMS AND CONDITIONS

These terms and conditions together with any and all documentation referred to therein are the standard terms which apply to entry into the Aqua Park by any customer, other members of a customer's party and their guest/s and their use of the Aqua Park.

## DEFINITIONS AND INTERPRETATION

**Attendee disclaimer:** The disclaimer and indemnity in the form set out at the end of these terms and conditions.

**Aqua Park:** Means the floating assault course located at Aztec Adventure Upton Warren, Bromsgrove.

**Entry conditions:** Means the conditions of entry into Aqua Park and the rules and regulations that must be obeyed at all times.

**We/us/our:** Means Aztec Adventure Ltd and who's a registered address is at GC Accountancy Limited, 43 Merstow Green, Evesham, Worcestershire, WR11 4BB and includes all employees and agents of us.

**Customer/you/your:** Means an individual who is a customer of us who agrees to pay both for himself/herself as a paying guest of the Aqua Park and also for members of his/her party and any of his/her guests.

**Order:** Means your order to purchase an entry ticket to the Aqua Park whether through our website, via telephone or in person.

**Our site:** [www.aztecadventure.co.uk/aquapark](http://www.aztecadventure.co.uk/aquapark)

Unless the context otherwise requires, each reference in these terms and conditions as amended or supplemented from time to time.

## GENERAL

### 1. ENTRY INTO THE AQUA PARK

Customers are reminded that the Aqua Park is potentially hazardous and use of the Aqua Park is at the customers own risk. All attendees to the Aqua Park must observe the entry conditions at all times.

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

1. All persons entering the Aqua Park must have a valid entry ticket. All entry tickets purchased are only valid on the date and time printed on the ticket.
2. All pre-booked tickets (whether made via online or telephone) are non-refundable and non-transferable, including in the event that admission into the Aqua Park is refused or relinquished for any reason.

3. Our site will guide you 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 the behalf of your party and that the booking is subject to these terms and conditions.
4. 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 e-mail. 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.
5. 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.
6. If tickets are bought on behalf of other guests, you accept the entry conditions on behalf of every guest and shall ensure that the entry conditions are complied with by each person in the group.
7. All attendees in your group will be required to sign and complete the attendee disclaimer, prior to entry into the Aqua Park. Any attendee who fails to complete the disclaimer prior to the date in which they are due to attend, will be refused entry into the Aqua Park.
8. Where tickets are to be purchased for exclusive use of the Aqua Park, such bookings will need to be made direct with us. Payment will need to be made in advance, unless we have agreed any special terms with you. Where we have agreed special credit terms, we shall require a non-refundable deposit to secure the exclusive use of the Aqua Park and full payment will need to be made in advance 7 days before the date you're due to attend. We reserve the right to refuse entry into the Aqua Park where any payment remains outstanding.

9. The Aqua Park operates a strict adult to child regulation policy in order to comply with the health and safety standards.
10. 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 THE AQUA PARK

1. We will endeavour to ensure that as many inflatable's are available for use by, you and other guests to enjoy the Aqua Park. However we reserve the right, without prior notice, to remove any inflatable that we deem necessary.
2. As your safety is our concern, we reserve the right to close the whole or any part of the Aqua Park or suspend the operation of the Aqua Park 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 Aqua Park is closed for any of the reasons set out above, we reserve the right to offer substitute tickets for admission to the Aqua Park on an alternative date in substituted for any other form of redress.

## 3. ENTRY REQUIREMENTS

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

1. Whilst at the Aqua Park, 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 the Aqua Park, you accept that you have a duty to take reasonable steps to ensure your own safety and that of others, taking into account any personal medical conditions. If you have any medical conditions, you should consult with your own doctor to ascertain if you can take part.
3. 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.
4. If there is any possibility you might be pregnant you should not take part.
5. All persons in and around the Aqua Park should behave in a safe manner at all times and must not act in any manner which may disturb other users of the Aqua Park.
6. Please remove all rings, earrings, watches and jewellery etc, before entering the Aqua Park.
7. No personal items are permitted on the Aqua Park. No footwear is permitted, unless such footwear is wetsuit shoes.
8. Go Pros are only permitted if they are mounted on a chest strap, underneath your buoyancy aid.
9. You will be supplied with a buoyancy aid as you enter the Aqua Park area. You must ensure that all straps and zips are as tight as possible before entering the water. You may not remove your buoyancy aid until you are back on the shore.

10. You are not permitted to navigate the Aqua Park on your own. You will be placed in groups of 2-3 where you will be responsible for each other. You will need to stay together in your group at all times. When you are helping people out of the water please pull them up by grabbing the straps on their buoyancy aid. Please do not lift them by their arms.

11. There can be no physical contact between users on the park. Pushing and shoving is prohibited. Entry into the water must be feet first. Flips and acrobatics are prohibited. When you're jumping / sliding in from obstacles make sure no one is in front of you.
12. It is mandatory that you travel in the same direction.
13. You are not permitted to swim under any obstacles at any time.
14. The lifeguards are there to ensure your safety. Please respect them and allow them to control the volumes of people on certain equipment.
15. If you or anyone 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, cause a nuisance or endanger others on the park, then we reserve the right to remove you from the Aqua Park.

16. You are not permitted to wear any loose clothing or fancy dress on the Aqua Park.

17. You must wear a swim suit underneath your wetsuit.

18. You cannot wear your spectacles on the Aqua Park (prescription goggles are a good alternative).

19. All lake water contains bacteria; therefore, eating/drinking is not allowed while on the Aqua Park. Cuts and wounds should be covered before going on the water. We also suggest that you wash off lake water at the end of a session.

20. All participants must be aged 6 or over to go on the Aqua Park – participants must be over 122cm tall (for safety reasons). Children aged 6 and 7 years old must be accompanied by a parent or guardian on the Aqua Park with at least a minimum ratio of 1 adult to 2 children. Children under age 18 years must be accompanied by an adult either onshore or on the Aqua Park.

21. All participants must be confident in the water and be able to swim in order to participate on the Aqua Park.

22. Whilst all activities and sessions are organised with the participants' safety first and foremost in mind. Personal insurance against accident or loss is entirely the responsibility of the participants and their parents or guardians. It must be recognised that all participants, their parents or guardians accept the risk when they choose to participate on the Aqua Park.

## 4. CUSTOMERS WITH DISABILITY

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.

## 5. LIMITATION OF LIABILITY

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 damage arising from the use of the Aqua Park whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the use of the Aqua Park. We accept no liability for any damage/ theft/loss caused to property and/or personal belongings brought onto the Aqua Park is at your own risk.
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 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.
3. You agree to indemnify and keep indemnified Aztec Adventure Ltd, its directors, employees, and any other person or persons as may be authorised by Aztec Adventure Ltd to promote or organise this activity from and against all actions, claims, costs, expenses and demands in or connection with your failure to comply with any of the obligations as set above.
4. Whilst all activities and sessions are organised with the participants' safety first and foremost in mind. Personal insurance against accident or loss is entirely the responsibility of the participants and their parents or guardians. It must be recognised that all participants, their parents or guardians accept the risk when they choose to participate on the Aqua Park.
5. 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:
  - The Consumer Right Act 2015
  - The Consumer Regulations
  - The Consumer Protection Act 1987
  - Or any other consumer protection legislation

## 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 reasonably possible of any such changes.

## 7. HOW WE USE YOUR PERSONAL INFORMATION (DATA PROTECTION)

Please refer to Aztec Adventure Ltd Data Protection Policy GDPR on our website.

## 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 cause for complaint. If you have any complaint about the Aqua Park or any of our staff, please raise the matter with the customer service department who can be contacted at:

**CUSTOMER.SERVICE@AZTECADVENTURE.CO.UK**

## 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

1. These terms and conditions and the relationship between you and us (whether contractual or otherwise) shall be governed by, and constructed in accordance with English Law; and
2. Any dispute, controversy, proceeding or claim between you and us relating in 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.