

CARDIFF INTERNATIONAL WHITE WATER - QUESTION PACK (COACHED ACTIVITIES - COEDLAN)

***PLEASE SEE OVERLEAF TO AGREE TO THESE TERMS & CONDITIONS**

First Name (BLOCK CAPITALS)	
Last Name (BLOCK CAPITALS)	
Date of Birth (DD/MM/YYYY)	
Contact Telephone Number	
Home Postcode	
Email Address	
Do you have a disability/medical condition/allergy of which we should be aware? If yes, please give details.	

CARDIFF INTERNATIONAL WHITE WATER (run by the County Council of the City & County of Cardiff, County Hall, Atlantic Wharf, Cardiff CF10 4UW herein referred to as 'CIWW', 'we', 'our' or 'us')
CIWW TERMS & CONDITIONS AND RULES, REGULATIONS AND ETIQUETTE (COACHED ACTIVITIES)

Important

CoedLan 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 acceptance of these Terms & Conditions and Rules, Regulations & Etiquette herein referred to as 'Terms', you must also provide additional information before you take part in activities under the instruction of CoedLan / CIWW, in the form of responses to questions herein referred to as a 'Question Pack'. You **must** follow all notices, instructions and warnings published onsite or communicated to you by CoedLan representatives. If you are unsure whether you are able to participate in any activity, or if you have any questions concerning these Terms, the Question Pack or Booking Form (where applicable), please ask a member of staff before you enter into a contract with Us. **Amgueddfa Cymru- National Museum Wales can be reached on venuehire@museumwales.ac.uk or 029 2057 3428**

1. Data Protection / Privacy

- 1.1 By agreeing to these Terms, you are consenting to Cardiff International White Water processing your personal data for the purpose of participating in our activities. You may withdraw your consent at any time by contacting us on info@ciww.com
- 1.2 Cardiff International White Water may process your data to protect your vital interests in the event of an emergency or to comply with our Health and Safety legal obligation.
- 1.3 Your personal data is processed in accordance with GDPR and the Data Protection Act 2018. For further information on how we process your personal data, please refer to the Cardiff International White Water privacy policy here https://www.ciww.com/uploads/TCs/Privacy_Policy.pdf . You can also view Cardiff Council's full privacy notice here: https://www.cardiff.gov.uk/ENG/Home/New_Disclaimer/Pages/default.aspx
- 1.4 We may use CCTV to monitor our premises for security purposes and to review any incidents which may occur on the premises.

2. Booking and payment

- 2.1 Your use of the CoedLan facility (and other offsite venues used in the delivery of activities) and participation in any scheduled CoedLan activity is subject to these Terms. Where appropriate, a completed and signed Booking Form (when payment is not received in advance) together with these Terms and your responses to the Question Pack shall constitute the agreement between you ('the Customer' also referred to as a 'Participant') or the person making the activity booking on your behalf, and us.
- 2.2 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.
- 2.3 Full payment or a completed Booking Form (where applicable) must be received prior to you attending your chosen activity.
- 2.4 Once your booking has been made and or received by Amgueddfa Cymru, payment in full is required before your booking can be confirmed.
- 2.5 Prior to utilising the CoedLan facilities, all participants will need to provide responses to the questions posed in the Question Pack. After providing your information, as a patron of CoedLan, it is your responsibility to inform Amgueddfa Cymru if the medical health of any of your party, or yourself changes from the point of booking up until the date of the scheduled activity.

3. Cancellation by You

- 3.1 All bookings once paid are non-refundable and non-transferable. If you wish to cancel please contact Amgueddfa Cymru on venuehire@museumwales.ac.uk or 02920 573428 to discuss further.

4. Cancellation by Us

- 4.1 Every attempt will be made to ensure that CoedLan activities run as scheduled. However, we reserve the right to cancel or re-arrange scheduled activities at any time without notice due to unsuitable conditions, forecasts, prevailing weather conditions, or due to any other factors beyond our control or if we feel that there are unmanageable risks.
- 4.2 In the event that CoedLan 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.
- 4.3 In the event that you are booking on behalf of an organisation and paying via invoice, Amgueddfa Cymru may at its sole discretion cancel any bookings that have not been paid in full 3 weeks before the activity start date. If the activity is booked less than 3 weeks in advance then full payment is required at the point of booking.
- 4.4 If you have already commenced your activity at CoedLan when it is cancelled or closed pursuant to clause 4.2, we will take any time you have already spent at CoedLan into account when deciding how best to reasonably compensate you.

5. Liability

- 5.1 We will not limit our liability to you for any personal injury (including death), or loss or damage to property which you may suffer as a result of our negligence.
- 5.2 We will compensate you for any personal injury (including death), loss or damage to your property which you may suffer if we fail to carry out duties imposed on us by law unless the injury, loss or damage 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. In the case of (i) if requested you agree to compensate us for any loss or damage caused as a result of your act or omission.

6. Equipment, Instruction & Supervision

- 6.1 The training and instruction you will receive is specific to CoedLan. We cannot guarantee that the skills learnt at CoedLan will be transferable to any other activity which may carry different inherent risks.
- 6.2 In booking and participating in CoedLan you agree to follow the directions and orders of any CIWW activity instructor.

7. Agreeing to these terms on behalf of another person.

- 7.1 It is mandatory for all persons under the age of 18 years ('Under 18's') that an appropriate parent or legal guardian agree to these Terms and provide responses to the Question Pack prior to being allowed to participate in CoedLan.
- 7.2 It is mandatory for a parent(s), appropriate adult(s), legal guardian(s) or care giver(s) to agree to these Terms on behalf of any adult who is unable to make a decision for himself / herself or unable to appreciate the risks in relation to any activity and to provide responses to the Question Pack prior to being allowed to participate in CoedLan.

8 Adherence to Rules

- 8.1 You must comply at all times fully and promptly with the CIWW Rules, Regulations and Etiquette detailed below and any and all other safety regulations and instructions issued by us, our staff and/or our instructors.
- 8.2 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.
- 8.3 We reserve the right to terminate the stay/use of the Facilities by any person(s) whom we reasonably consider to be in breach of these terms and conditions, and such persons may be required to leave CIWW 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 General

- 9.1 Smoking & non-prescription drugs are not permitted anywhere within the facility. Anyone in possession of or under the influence of any such items will be refused admission.
- 9.2 Any persons who are thought to be under the influence of alcohol and or drugs (at the sole discretion of CoedLan staff) will not be permitted to use CoedLan facilities and partake in any activities. No refund will be given
- 9.3 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.
- 9.4 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.
- 9.5 We must be notified of lost property within 6 weeks, as any items found are disposed of after this period.

CIWW RULES, REGULATIONS AND ETIQUETTE

General

- 1. Anyone under the influence of alcohol/drugs will not be permitted to participate in any activities.
- 2. We cannot give advice on whether or not you should participate in an activity and you should exercise caution in particular if you have had recent surgery or illness, a heart condition, neck, back or bone ailments, high blood pressure or aneurysms or any other similar condition. If you have any doubts or concerns about your ability to participate, you should consult your doctor or other medical practitioner.
- 3. We do not advise that you participate in CodedLan if you are pregnant, if you do so, it is at your own risk. See specific activity information for further limitations.
- 4. **Individual activities may carry their own restrictions**, please see below.
- 5. You must follow all notices, instructions and warnings published onsite or communicated to you by CoedLan representatives.
- 6. CoedLan Staff reserve the right to ask any participant to leave the premises, without a refund.
- 7. All participants must complete the relevant forms before participating in any CoedLan activity.

CoedLan

- 1. All hair must be tied back and loose items (i.e drawstrings) must be tucked into clothing or removed.
- 2. All jewellery must be removed and pockets emptied (rings that cannot be removed must be taped over to minimise associated risks).
- 3. Instructors ONLY to adjust safety equipment after fitting.
- 4. No more than ONE person on each element and TWO persons on each platform at any one time.
- 5. Zip Lines and the landing platforms must be clear of other users before leaving the starting platform
- 6. Hold lanyards on Zip Lines.
- 7. Only move in one direction along the course.
- 8. Maximum weight is 18 stone (115kg) per person.
- 9. Minimum height is 130cm but children 110cm+ can take part if accompanied by an adult or older participant on the session.
- 10. All children must be a minimum of 6 years old to take part.
- 11. 1 adult (18 years older) can accompany a maximum of 2 children, 1 child 12 and over can accompany a maximum of 1 child.

By agreeing to these terms, you are agreeing to the points laid out in CIWW's Privacy Policy which can be found on our website at https://www.ciww.com/uploads/TCs/Privacy_Policy.pdf

I am over the age of 18 and I confirm that all the information supplied herein is correct. I agree to and understand the above Terms

Name (BLOCK CAPITALS)		Signature	
Date (DD/MM/YYYY)			

I, the parent, appropriate adult, legal guardian or care-giver of (full name.....) agree to and understand the above Terms on their behalf.

Name (BLOCK CAPITALS)		Signature	
Date (DD/MM/YYYY)			