



## **GROUP HIRE - TERMS AND CONDITIONS**

The following terms and conditions set out the basis upon which you may access and use the whole or certain parts of Pinkston Watersports Centre.

### **Facility Definition, Booking, Payment & Cancellations**

- 1.1 The facility is located at Pinkston Watersports in Port Dundas and may include the wet and/or dry facilities as specified on the booking form.
- 1.2 If utilising the wet facility, access to changing rooms will be provided unless agreed otherwise.
- 1.3 The completed and signed Group Hire Final Declaration or signing into the ESO declaration book, together with these terms and conditions, a completed Medical Consent or information Form and the Pinkston Rules and Regulations shall constitute the entire agreement between you and us.
- 1.4 Full payment must be received prior to you using Pinkston.

### **Cancellations**

- 1.5 Every attempt will be made to ensure that Pinkston runs as scheduled. However, we reserve the right to switch off the white water course and to close Pinkston 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. In the event that the white water course is switched off or Pinkston is closed pursuant to this clause then we may at our sole discretion offer you another session or part session without further charge or offer you a reasonable refund.
- 1.6 If you or your group decide to withdraw from a session for any reason, then we may at our sole discretion offer you another session or part session without further charge according to the following notice periods:
  - Cancellation 15 days or more in advance of session – Full credit for session*
  - Cancellation 7 - 14 days in advance of session – Half credit for session*
  - Cancellation less than 7 days in advance of session – No credit.*

### **Liability**

- 1.7 We will not limit our liability to you for any personal injury (including death) which you may suffer as a result of our negligence as a venue. 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 as a venue.
- 1.8 We will compensate you for any loss or damage you may suffer if we fail to carry out duties as a venue imposed on us by law (including if we cause death or personal injury to you by our negligence as a venue) 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.
- 1.9 You should understand that the activities that you will be undertaking with your groups is at your own risk and no liability cover is in place, only in the case of our negligence as a venue which is covered 3.2. We also accept no liability for any loss to/damage of your equipment, unless caused by our negligence.
- 1.10 We recommend that you have disclaimers signed by your participants which explain the risks involved with the activities that they are participating in.

## **2. Data Protection / Privacy**

- 2.1 The information you have supplied will be treated in accordance with the provisions of the Data Protection Act 1998.
- 2.2 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 ESO Medical Consent or information Form to indicate otherwise.
- 2.3 We may use CCTV to monitor our premises for security purposes and to review any incidents which may occur on the premises.

## **3. Adherence to Rules**

- 3.1 Your participant(s) must comply at all times fully and promptly with the Pinkston Rules and Regulations and any and all other safety regulations and instructions issued by us, our staff and / or our instructors from time to time.
- 3.2 You and your participant 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.
- 3.3 We reserve the right to terminate the stay/use of our facilities by any person(s) whom we reasonably consider to be in breach of this condition 3.1 and/or 3.2, and such persons may be required to leave Pinkston 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.

## **4. General**

- 4.1 Eating and drinking are only permitted in designated areas.
- 4.2 Smoking is not permitted anywhere within Pinkston or the car park. Please use the designated smoking area.

- 4.3 Any persons who are thought to be under the influence of alcohol and or drugs (at the sole discretion of Pinkston staff) will not be permitted to use Pinkston facilities and partake in any activities. No refund will be given.
- 4.4 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 'Pinkston Watersports, 75 North Canal Bank St, Glasgow, G4 9XP.
- 4.5 This agreement is governed and construed by Scots Law and the parties submit to the exclusive jurisdiction of the Scottish courts.
- 4.6 We must be notified of lost property within 6 weeks, as any items found are disposed of after this period.