



## Terms and Conditions for online bookings for the Rowing Tank

These Terms set out the basis on which we will accept online bookings from you for use of the Rowing Tank. Please read these Terms carefully before making a Booking. These Terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other information. If you do not agree with these Terms, then you should not proceed with your Application to make a Booking. You should print and save a copy of these Terms for future reference. We amend these Terms from time to time and every time you make a Booking you should check them to ensure you understand the terms that apply at that time.

### 1. INTERPRETATION

- 1.1 "Activity" means the use of the Rowing Tank by the Participant in accordance with the Booking and the Services;
- 1.2 "Application" means your request for us to provide the Services, submitted via the Website;
- 1.3 "Booking" means a booking in relation to the Services which is confirmed by us in accordance with clause 3 and "Book" and "Booked" will be interpreted accordingly;
- 1.4 "MBC" means Molesey Boat Club (address and details in clause 2 below) and is referred to as "we", "us" or "our" throughout these Terms;
- 1.5 "Events Outside Our Control" has the meaning set out in clause 9;
- 1.6 "Fees" means the fees payable by you in relation to the Booking, as set out on the Website;
- 1.7 "Participant" means the person undertaking the Activity, being either you or another person, club, association or other body on whose behalf you make the Booking;
- 1.8 "Premises" means the Rowing Centre, MBC premises including the changing and shower facilities;
- 1.9 "Rowing Centre" means the building which houses the Rowing Tank;
- 1.10 "Rowing Tank" is the leisure facility managed by MBC and identified in the Application as being the place where we will provide the Services;
- 1.11 "Rowing Tank Rules and Regulations" are the rules and regulations for use of the Rowing Tank by the Participants, which are displayed at the Premises and on the Website and as changed from time to time;
- 1.12 "Services" includes the use of the Rowing Tank (in accordance with the Terms and the Rowing Tank Rules and Regulations), provision of coaching (if requested) and use of the MBC changing and showering facilities, and as specified in the Application.
- 1.13 "Sessions" means, in relation to a Booking, the sessions during which the Services are to be provided which are set out in the Application.
- 1.14 "Terms" means these terms and conditions.
- 1.15 "Website" means the Rowing Centre website at [www.moleseyrowingcentre.co.uk](http://www.moleseyrowingcentre.co.uk)

- 1.16 References to "you" and "your" mean you and your associated members, where applicable. For the avoidance of doubt you are acting for and on behalf of the Participant(s) (as appropriate) and you are the contracting party for the Booking.
- 1.17 References to the singular include the plural and vice versa.

## **2. ABOUT US**

- 2.1 We are Molesey Boat Club.
- 2.2 Our address is Barge Walk, off Graburn Way, East Molesey, Surrey, KT8 9AJ.
- 2.3 Our VAT Registration No.211 790682.
- 2.4 If you need to contact us for any reason at all in relation to the Booking or your participation in the Activity, you can contact our staff at the Rowing Centre using the contact details and at the hours specified on the Website.

## **3. ACCEPTANCE OF YOUR BOOKING**

- 3.1 The decision to accept your Application shall be at our sole discretion and a Booking shall not be made until you have received an email from us confirming the Booking. We will not accept a Booking unless the Fees due have been received by us.
- 3.2 We reserve the right to verify, or require proof of all information given in the Application. Any fraudulent or wrongful information given in order to obtain a Booking could result in the cancellation of your Booking.
- 3.3 We only accept Bookings made by people over the age of 19. By submitting the Application you warrant that you are aged 19 or over and that you have authority from the Participant(s) for which you are making the Booking. Bookings for Activities to be undertaken by Participants under the age of 19 can only be made by a parent or legal guardian of that Participant or those having authority from the Participant's parent or legal guardian. By submitting the Application you warrant that you are aged 19 or over and that if you are Booking an Activity for a Participant under the age of 19, you are the parent or legal guardian of that Participant or you have authority from the parent or legal guardian to make the Booking.
- 3.4 It is your responsibility to ensure that you have adequate insurance cover for any Activity for you and any Participants for which you are making the Booking. By making the Booking you confirm that you have appropriate insurance in place.
- 3.5 The minimum age for Participants is 13 years of age.
- 3.6 Subject to the Booking being confirmed and subject to you paying the Fee, you have the right to undertake the Activity at the time or at the times confirmed by us in the Booking.
- 3.7 Except as expressly set out in these Terms, we will not refund the Fee if you choose not to undertake the Activity or attend any Session.
- 3.8 When making a Booking, it is your responsibility to make sure that you have a suitably experienced coach to supervise and run the Session. If you do not have a suitably experienced coach you must apply and pay for a suitably experienced coach through MBC as part of your Booking. You agree not to proceed with any Session without a suitably experienced coach being present throughout the Session.

## **4. THE SERVICES**

- 4.1 Subject to the remainder of these Terms, we will provide the Services at the Sessions set out in the Booking.

- 4.2 We will use our reasonable efforts to ensure that each Session starts on time, but times shall be estimates only and shall not be of the essence for the provision of the Services.
- 4.3 You will provide all information and cooperation in relation to the Services that we reasonably require from time to time. You further agree to cooperate with any MBC staff.
- 4.4 If there is any problem with the Services you should let us know as soon as reasonably possible and give us a reasonable opportunity to correct any problem within a reasonable time.
- 4.5 You agree that you and any Participants for which you are making a Booking will comply with the Rowing Tank Rules and Regulations. By making a Booking, you agree to familiarise yourself and each Participant of the Rowing Tank Rules and Regulations.
- 4.6 You and the Participants may use the changing and shower facilities on the Premises but are not permitted to access or use the facilities of the gym or any other part of the Rowing Centre.

## **5. LIMITATION OF LIABILITY**

- 5.1 We are responsible to you for any loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence. Loss or damage is foreseeable if either it is obvious that it will happen, or if at the time the contract was made both we and you knew it might happen. We are not responsible for loss or damage caused by other factors including loss or damage caused by you or a third party not involved on our behalf with the Services.
- 5.2 You bring all personal belongings to the Premises at your own risk. We accept no liability for loss or damage to property of Participants, which is not caused by the negligence of us or our employees.
- 5.3 Nothing in these Terms will exclude or limit our liability for fraud or death or personal injury caused by our negligence.

## **6. PHYSICAL HEALTH OF PARTICIPANT**

- 6.1 It is your responsibility to make sure that each Participant is capable of taking part in the Activity.
- 6.2 You should consult your doctor before you begin the Activity if you are not sure whether or not it is suitable. If you have any concerns about your physical condition or any of the Participants, you must get medical advice before undertaking the Activity. It is your responsibility to make any coach aware of anything that may affect any Participants in the Activity.
- 6.3 We may refuse you access to the Rowing Centre or prevent you or any Participant from taking part in the Activity if we consider the Activity could put your or their health at risk.

## **7. FEES**

- 7.1 You acknowledge that by submitting your Application, you are obliged to pay Fees if your Application is accepted by us.
- 7.2 The Fees are payable in the amounts and at the times set out on the Website.
- 7.3 You must pay the Fees applicable to single Session Bookings in full in advance when you submit your Application.

## **8. CANCELLATION BY US**

- 8.1 We reserve the right to cancel the Booking or any Session with immediate effect by giving you written notice if:
- 8.1.1 you break these Terms in a material way and you do not correct the situation if capable of being corrected within 7 days of us asking you to do so;
  - 8.1.2 you do not comply with the Rowing Tank Rules and Regulations; or
  - 8.1.3 acting reasonably, we consider that your conduct or that of any Participant is likely to damage the reputation or interests of us or is likely to be a nuisance to other users of MBC, whether or not such conduct is the subject of a complaint by another person.
- 8.2 We may also cancel the Booking or any Session, in accordance with clause 9.3, if we are affected by an Event Outside Our Control.

## **9. EVENTS OUTSIDE OUR CONTROL**

- 9.1 Subject to clause 9.3, we will not be responsible for any loss you suffer if we are unable to provide the Services due to Events Outside Our Control.
- 9.2 An Event Outside Our Control is any event beyond our reasonable control and includes:
- 9.2.1 natural disasters, a government's actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, an epidemic, lock-outs, strikes or other labour disputes (whether or not they relate to our workforce), restraints or delays affecting carriers or not being able to get supplies of suitable materials on time or at all;
  - 9.2.2 any personnel who deliver the Services being or becoming unavailable for any reason; or
  - 9.2.3 any facilities, equipment or materials necessary to the Services being or coming unavailable for any reason.
- 9.3 If an Event Outside Our Control prevents us from providing all or any part of Services then:
- 9.3.1 we will notify you as soon as reasonably possible and, subject to availability, offer to provide you with substitute services; and
  - 9.3.2 if you and we are able to agree on substitute services, the Booking will be deemed to be varied accordingly; or
  - 9.3.3 where you and we cannot agree on substitute services, you and/or we may cancel the Booking or any affected Session by notifying the other, in which case we will refund to you the part of the Fees applicable to any Services which you have not received which will represent full settlement of our liability to you.

## **10. CHANGES TO THE ROWING CENTRE**

We reserve the right to withdraw or make changes to the Rowing Centre and the equipment and facilities available at the Rowing Centre, in each case without giving you notice and without liability to you, as long as any changes do not adversely affect the Services.

## **11. CANCELLATION BY YOU**

- 11.1 You may cancel a Booking by giving us notice:

11.1.1 if we break these Terms in any material way and do not correct the situation if capable of being corrected within 7 days of you asking us to do so;

11.1.2 in accordance with clause 9.3 if we are affected by an Event Outside Our Control,

in which case we will refund to you the part of the Fees applicable to any Services that will not be provided to you which will represent full settlement of our liability to you.

11.2 If you give us notice to cancel a Booking for a single Session or multiple Sessions more than 7 days' in advance of a Session then: Cancellations made within 24 hours of the booking forfeit the booking fee.

11.2.1 the Booking will be cancelled on the date we receive your notice; and

11.2.2 we will credit the Fees you have paid toward future bookings in respect of any Sessions cancelled in accordance with clause 11.2.

## **12. CHANGE TO TERMS**

12.1 We may change these Terms at any time.

12.2 When changes to these Terms affect a Booking you have made, we will give you reasonable notice of the changes. If you are not happy with the changes you may cancel your Booking and receive a refund of the Fee which will represent full settlement of our liability to you.

## **13. TRANSFER OF THESE TERMS**

13.1 We may transfer the benefit of our rights in connection with the Booking and may subcontract our obligations in connection with the Booking.

13.2 You cannot transfer your rights or obligations in relation to the Booking to any other person.

## **14. YOUR LEGAL RIGHTS**

14.1 As a consumer, you have legal rights in relation to the Booking which are not affected by these Terms. Advice is available on your rights from your local Citizen's Advice Bureau.

14.2 The Consumer Contract (Cancellation, Information and Additional Payments) Regulations 2013 apply to the Booking but because of the nature of the Activity and the effect of Regulation 28, the right to cancel the Booking under those Regulations will not apply.

## **15. THIRD PARTY RIGHTS**

The parties do not intend that any of these Terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. Only you and we will be entitled to enforce these Terms and it is not intended that any third party will have any rights under or in connection with them.

## **16. OTHER IMPORTANT TERMS**

16.1 Each paragraph of these Terms operates separately and if a court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

- 16.2 If we fail to insist that you comply with your obligations under these Terms or we do not enforce our rights or we delay in doing so, that does not mean that we have waived those rights or that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing and that will not mean that we automatically waive any other or later default by you.

## **17. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 17.1 By making a Booking, you acknowledge and agree (both for you and any Participant) that we will use the personal information you provide to us:
- 17.1.1 to supply the Services to you;
  - 17.1.2 to process your payment of Fees; and
  - 17.1.3 if you agreed to this when making a Booking, to inform you about other services that we provide, but you may stop receiving these at any time by contacting us.
- 17.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

## **18. GOVERNING LAW AND JURISDICTION OF THE COURTS**

Your agreement is governed by the laws of England and any disputes will be dealt with in the English Courts and in accordance with English Law.

