

Terms and Conditions - North Devon Wake Park Ltd

1. Definitions

"NDWP" refers to North Devon Wake Park Ltd, its officers, directors, employees, agents, and representatives. "Customer" refers to the individual making the booking and agreeing to these terms and conditions. "Participant" refers to any individual participating in activities at NDWP. "Spectator" refers to any individual observing activities at NDWP but not participating. "Activity" refers to any activity offered by NDWP, including but not limited to those listed in Section 6.

"Facilities" refers to all equipment, structures, and areas within the premises of NDWP.

"Wristband" refers to the band issued to participants, granting access to activities. "Season pass holder" refers to an arrangement for regular access to activities by paying in advance. "Force Majeure" refers to any event beyond the reasonable control of NDWP, including but not limited to adverse weather conditions, natural disasters, war, terrorism, civil unrest, and pandemics.

2. Booking and Payment

Bookings for individual activities can be made online through our website, while package deals bookings must be made via telephone or in person. Full payment is required at the time of booking to confirm your reservation. We accept payment in the form of cash, credit cards, and vouchers.

For online bookings, you will be required to select your desired activity, date, and time slot. You will then be prompted to provide your personal details and payment information. Once your payment is processed, you will receive a booking confirmation email containing all the relevant details of your booking.

For group bookings of 25 or more, final numbers must be confirmed at least 14 days prior to the activity date. If there is an error in the booking confirmation, the Customer must inform NDWP within 24 hours of receiving the confirmation.

Group rates are available for groups of 10 or more people on the aquapark, and larger groups should contact us directly to discuss scheduling and rates.

Wake Park Credit & Vouchers

Any credit issued by North Devon Wake Park, including but not limited to gift cards, vouchers, prepaid credit or promotional credit, is non-transferable and cannot be redeemed for cash or bank transfer. Wake Park credit can only be used for purchases at North Devon Wake Park. Any unused credit will remain on the customer's account and can be used towards future purchases.

3. Cancellations, Refunds & Weather Policy

By Customer: Cancellations made more than 7 days before the scheduled activity will receive a refund, however there will be a £5 cancellation fee per person. This is non refundable. Cancellations made 7 days or less before the scheduled activity will not be refunded.

By NDWP: NDWP reserves the right to cancel or postpone activities due to Force Majeure, unforeseen circumstances, or adverse weather conditions, including but not limited to high winds, fog, lightning, or cold water, that could impact the safety or enjoyment of participants. We follow governing bodies and manufacturer guidelines and always do our best to make informed decisions in advance. In such cases, Customers will be offered an alternative date or a full refund. If there is equipment failure which does not allow the activity to run safely, customers will be offered an alternative date or a full refund. For detailed information about our weather policy and operational limits for specific activities, please contact us via email - info@northdevonwakepark.co.uk.

4. Assumption of Risk and Liability

Participants acknowledge and accept that activities at NDWP carry inherent risks. By participating, they assume all risks of personal injury, loss, or damage that may occur, except in cases of gross negligence or willful misconduct by NDWP. All participants under the age of 16 need parental/guardian supervision when on site and they are responsible for their actions. NDWP is a fully insured organization for all activities in which we offer and regulated by governing bodies.

Waivers

All participants are required to complete and sign a liability waiver prior to participating in any water-based activities. Waivers can be completed online during the booking process or in person upon arrival at NDWP. Participants will not be permitted to enter the water without a current and signed waiver. For participants under the age of 16, a parent or guardian must sign the waiver on their behalf.

Participant Responsibilities

Participants must:

- Be in good health and free from any medical conditions that could make participation unsafe. If unsure, consult a doctor before booking. Inform NDWP staff of any changes to medical information before participating.
- Comply with all instructions given by NDWP staff and adhere to all posted safety signs.
- Use all safety equipment provided, including life jackets, as instructed.
- Act responsibly and respectfully towards other participants, staff, and the facilities.
- Refrain from participating while under the influence of drugs or alcohol.
- Complete and sign a liability waiver before participating.

5. Rules of Participation

Participants must adhere to the specific rules and restrictions for each activity, as outlined in Section 6. Failure to comply may result in removal from the activity without refund. Abusive behavior, dangerous behavior, and littering are strictly prohibited. Participants must not be under the influence of drugs or alcohol. Participants must wear a properly fitted and fastened buoyancy aid at all times while participating in water activities (unless open water swimming). Participants must remove all jewelry, watches, fake nails, and other accessories that could pose a safety hazard. Participants must attend a safety briefing prior to participating in any activity which has a full list of rules for the activity which must be adhered to. To ensure the safety and enjoyment of all guests, NDWP maintains a strict glass-free policy. No glass containers of any kind are permitted on the premises. Additionally, alcoholic beverages not purchased from NDWP are prohibited. Guests found in violation of this policy may be asked to leave the premises.

6. Activity-Specific Rules and Restrictions

In addition to the following activity-specific rules, all participants must adhere to any and all posted signage and instructions given by NDWP staff. Failure to comply may result in removal from the activity without a refund.

Aquapark:

- Minimum age: 6
- Under 8s: Must be accompanied by an adult in the water (1 adult per 2 children)
- Must be able to swim 25 meters with a buoyancy aid

Full-Size Cable (Wakeboarding/Kneeboarding):

- Slow Speed (25km/h): Minimum age 10 (unless approved by an instructor)
- Standard Speed (30km/h): Minimum age 12 (unless approved by an instructor)
- Must be able to swim 25 meters with a buoyancy aid

Straight Line Cable - Ringo/Beginner wakeboarding

- Minimum age 6
- Be able to swim 25 meters with a buoyancy aid on

SUPstacle

- Minimum age 6
- Under 8s need an adult in the water accompanying them - 1 adult to 2 children
- Be able to swim 25 meters with a buoyancy aid on
- All participants need to wear footwear!

Wibit Kids Course - Jr Aquapark

- Minimum age 4 max child age 8

- All children need an adult in the water accompanying them - 1 adult to 2 children
- Be comfortable in the water while wearing a buoyancy aid
- All participants need to have footwear!

Open Water Swimming

- Minimum age 12
- Must have a brightly coloured swim hat and tow float
- Be able to swim 500m without a buoyancy on
- Wetsuit must be worn

Saun & Dip

- Minimum age 16
- Towel must be brought with you to sit on

7. Equipment Rental

NDWP offers a variety of equipment for rental, including wakeboards, wetsuits, helmets and buoyancy aids. Rental prices and availability can be found on our website. Customers are expected to use the equipment responsibly and in accordance with the provided instructions. Any intentional damage or loss of equipment will result in additional charges to the customer.

8. Personal Belongings

NDWP is not responsible for any loss or damage to participants' personal belongings or vehicles parked in the car park. Lockers are provided to be used outside of the changing room and take a £1 coin, the key then can be left in reception to collect once you have finished your activity. Any lost property found on the premises will be held for the remainder of the calendar year in which it was found. In January of each year, any unclaimed lost property will be donated to a local charity.

9. Insurance

While NDWP maintains comprehensive insurance for its operations and activities, we strongly recommend that participants consider obtaining personal watersports insurance. This can provide additional coverage for personal injury, equipment damage, and other unforeseen circumstances.

10. Data Privacy and Cookie Policy

NDWP collects personal data for booking, safety, and (if opted in) promotional purposes. Data will not be shared with third parties. Customers can unsubscribe from promotional communications at any time. CCTV is in operation for security and safety purposes. For more information about our privacy policy, please visit our website where you can find the document.

You can email info@northdevonwakepark.co.uk and request a CCTV Subject Access Request (SARs) Form.

Cookie Policy

Our website uses cookies to enhance your browsing experience and provide personalized services. Cookies are small text files that are stored on your device when you visit our website. They help us to remember your preferences, analyze website traffic, and improve our website's functionality.

We use the following types of cookies:

- **Essential Cookies:** These cookies are necessary for the basic functioning of our website. They enable you to navigate the site and use its features.
- **Analytical Cookies:** These cookies collect information about how visitors use our website, such as which pages are most popular and how long visitors stay on the site. This information helps us to improve our website's performance and content.
- **Functionality Cookies:** These cookies allow our website to remember choices you make, such as your preferred language or region. This helps us to provide a more personalized experience.
- **Advertising Cookies:** These cookies are used to deliver targeted advertisements based on your interests. They may also be used to limit the number of times you see an advertisement.

You can manage your cookie preferences through your browser settings. However, please note that disabling cookies may affect your ability to use certain features of our website.

11. Photography and Videography

NDWP may take photos and videos during activities for promotional purposes, participants who wish not to be featured in any of this promotional material, you need to let the staff know upon arrival.

12. Spectators

Spectators have no fee to enter the site and are not required to sign anything to enter and watch the participants, and/or purchase food and drink from us. All spectators are subject to the same terms and conditions as the participants and those breaking rules, being aggressive or abusive will be removed or have the police called on them.

13. Lessons and Instruction

All wakeboarding sessions come with instruction and all of our wakeboard instructors are BWSW qualified with current and up to date memberships to the national governing body.

14. Accident and Incident Reporting

All accidents and incidents, regardless of severity or whether they require medical attention, must be reported to the main office. If a staff member witnesses or attends the incident, they will complete an accident report form in compliance with our Incident Reporting and Investigation Policy. If a staff member is not present, please report to the main reception, which serves as our main first aid station, and they will assist you in completing the necessary report.

In the event of a medical emergency, NDWP staff will immediately assess the situation and provide first aid assistance if qualified to do so. If necessary, emergency services will be contacted, and NDWP staff will cooperate fully with their instructions. The safety and well-being of all participants is our top priority.

15. Food and Drinks

Food and drink from outside the NDWP can be bought and consumed at NDWP, however there are some designated seating areas that are reserved for those purchasing food from NDWP and anyone not complying with the signage will be asked to move to a picnic area.

16. Drones and Recording Devices

Drones are not permitted to be used anywhere on site, unless a prearranged agreement has been put in place and the drone pilot needs a flying license. Any drones found to be operating without permission may be confiscated or disabled by NDWP staff. Recordings of participants is allowed but if anyone in your image/video is not related to you, you must request their permission to film/photo them.

17. Season Passes

We offer multiple different season passes for different activities. Full details of these and their benefits can be found on our booking page when you click on the membership section. All season passes are non-refundable, non-transferable, and cannot be paused.

18. Group Bookings and Parties

For package deals there is a minimum number of participants required. For the party package there is a minimum of 4 people required to book. The half day and kneeboard package both require a minimum of 2 people doing the same activities. For all other activities there are no minimum number of people. For the Sauna this can only be booked exclusively and can be shared between 8 people. All group bookings require full payment upon booking and subject to the same cancelation policy as all other bookings.

19. Severability

If any provision of these terms and conditions is held to be invalid or unenforceable, that provision shall be severed, and the remaining provisions shall remain in full force and effect.

20. Amendments to Terms and Conditions

NDWP reserves the right to amend these terms and conditions at any time. Customers will be notified of any changes, and continued use of our services following such notification constitutes acceptance of the updated terms. In the event of significant changes, customers may be required to re-sign the updated terms and conditions.

21. Code of Conduct

NDWP strives to create a safe, enjoyable, and inclusive environment for all participants, spectators, and staff. To ensure a positive experience for everyone, we ask all individuals to adhere to the following code of conduct:

- **Respect:** Treat all individuals with respect and courtesy, regardless of age, gender, race, religion, or ability.
- **Safety:** Follow all safety rules and instructions provided by NDWP staff. Do not engage in any behavior that could endanger yourself or others.
- **Language and Behavior:** Use appropriate language and refrain from any abusive, threatening, or discriminatory behavior.
- **Environment:** Help us maintain a clean and safe environment by disposing of waste and recycling properly and respecting the facilities.
- **Cooperation:** Cooperate with NDWP staff and follow their instructions at all times.
- **Sportsmanship:** Display good sportsmanship and fair play in all activities.
- **Alcohol and Drugs:** The use of alcohol or drugs is strictly prohibited on the premises, except in designated areas and in accordance with applicable laws.

NDWP reserves the right to refuse service, remove any individual from the premises, and/or contact the police in the event of disrespectful, abusive, threatening, or illegal behavior. Individuals engaging in such conduct may be banned from the site and removed from NDWP.

22. Governing Law and Jurisdiction

These terms and conditions are governed by and construed in accordance with the laws of England and Wales. Any disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

23. Entire Agreement

These terms and conditions constitute the entire agreement between NDWP and the Customer/Participant relating to the subject matter herein and supersede all prior or contemporaneous communications and proposals, whether oral or written.