



TERMS & CONDITIONS

These Terms and Conditions together with any and all documentation referred to therein are the standard terms which apply to entry into Oxford Wet n Wild Aqua Park by any customer, other members of a Participant's party and their guest/s and their use of the Oxford Wet n Wild Aqua Park facilities, including but not limited to the Aqua Park, Kayaks, Paddleboards and Pedalos.

Oxford Wet n Wild Limited own and operate the Oxford Wet n Wild Aqua Park and associated non-motorised water based activities offered.

GENERAL

Participants are reminded that water based activities can be dangerous. All activities offered at Oxford Wet n Wild are potentially hazardous and partaking in these activities is at the Participants own risk. All attendees to Oxford Wet n Wild must observe the Entry Conditions at all times for their chosen activity. Whilst we make all reasonable efforts to ensure that the descriptions of the facilities and activities are correct, reasonable and accurate, images and video footage of Oxford Wet n Wild and associated activities are for illustrative purposes only. By proceeding with this booking, you confirm you are not relying on any representations made.

OXFORD WET N WILD AQUA PARK ENTRY CONDITIONS

"The Participant" means the person named in the booking and the Participant Waiver - Disclaimer & indemnity form, and individually and severally, includes any other individual, including children, that they may be signing on behalf of. Please note, any Participant under the age of 18 will require a parent or guardian to sign the Waiver form.

"The Operator" means Oxford Wet n Wild Limited.

THE PARTICIPANT ACKNOWLEDGES THAT:

1. The Operator operates an Aqua Park at Queenford Lakes, the use of which is subject to the rules, Terms and Conditions. These Entry Conditions may vary at any time without prior notice.
2. All Participants agree to follow the Operators Aqua Park Rules.
3. All Participants agree to watch the Oxford Wet n Wild Aqua Park safety video prior to going on the Aqua Park.
4. All Participants entering the Aqua Park must have a valid booking and corresponding wristband. All bookings must be paid for in advance (whether made online or in person on the day).
5. All bookings are non-refundable – please refer to refund and cancellation policy in these terms and conditions.
6. You will be guided 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 behalf of your party and that the booking is subject to these terms and conditions.
7. If bookings are made on behalf of other guests, you accept and ensure, on their behalf, that every guest in your party can meet and comply with the Entry Conditions.
8. All Participants in your group will be required to sign and complete the Participant Waiver Form prior to entry on to the Aqua Park. For any Participant under 18 years of age, an adult (18+) must sign the Participant Waiver Form on their behalf. Any Participant who fails to complete the Participant Waiver Form prior to the date on which they are due to attend will be refused entry onto the Aqua Park.
9. For groups of 30 plus or for exclusive use of the Aqua Park, such bookings will need to be made direct with us. We require a 50% non-refundable deposit at time of booking to secure your order and full payment will need to be made in advance 14 days before the date you are due to attend. We reserve the right to refuse entry into the Aqua Park where any payment remains outstanding
10. By entering the Aqua Park, you accept that, as outlined below, you have a duty to take reasonable steps to ensure your own safety, taking into consideration any personal medical conditions that you may have. If you

have any medical conditions, you should consult with your own doctor to ascertain if you can take part. If there is any possibility you might be pregnant, you should NOT take part.

11. All persons in and around the Aqua Park should always behave in a safe manner and must not act in any manner which may disturb other users of the Aqua Park.
12. Minimum age for Participants is 6 years old with a minimum height of 1.2m.
13. Any participants 6-8 years old must be accompanied on the Aqua Park by a responsible adult (18+). 1 adult can supervise 3 children.
14. Participants under 16 years of age require an adult (18+) to remain on site for the duration of their stay.
15. All Participants must be able to swim 50 metres unaided and be confident in water.
16. All rings, earrings and jewellery must be removed before entering the Aqua Park.
17. No personal items are permitted on the Aqua Park.
18. No footwear is permitted on the Aqua Park.
19. All Participants must wear a buoyancy aid, which will be supplied by the Operator. Participants must ensure that all zips and straps are as tight as possible before entering the Aqua Park and you may not remove the buoyancy aid until you return to the shore.
20. Helmets are optional and are provided free of charge. Oxford Wet n Wild recommend that all Participants under 16 years of age wear a helmet.
21. There can be no physical contact between Participants whilst in the water or on the Aqua Park. Pushing and shoving is prohibited. Entry into the water must be feet first. No diving at any time. Flips and acrobatics are prohibited. When Participants are jumping/sliding in from an obstacle please ensure that the landing area is clear in order that you do not jump into or onto anyone. Do NOT climb up an obstacle directly behind a person in order to avoid them slipping on top of you.
22. Participants are not permitted to swim under any obstacles.
23. The Operators' Lifeguards and Safety Marshals are there to ensure your safety, and their instructions should be followed at all times. Please respect them and allow them to control the number of people on certain equipment and obstacles.
24. If any Participant behaves in a manner which is considered by The Operator to be unsafe, or it is believed that you are under the influence of drugs or alcohol, or where you disregard the reasonable instructions given to you, then The Operator reserves the right to remove you from the Aqua Park.
25. All Participants need to arrive at least 45 minutes before the allotted time slot, and that failure to do so could result in the time slot being lost without compensation.
26. If Participants are unhappy with any aspect of the day, please advise a member of staff at Reception. We will not deal with complaints or queries after your day.
27. Third Party Public Liability insurance is provided in respect of the Aqua Park site and all activities operated by The Operator.

THE PARTICIPANT ACKNOWLEDGES THAT AN AQUA PARK AND ANY WATER BASED ACTIVITIES ARE INHERENTLY DANGEROUS LEISURE & SPORTS ACTIVITIES AND ACCEPTS THAT HE OR SHE MAY BE EXPOSED TO RISKS AND DANGERS WHICH MAY OR MAY NOT BE FORESEEN OR KNOWN ABOUT AND WHICH MAY OR MAY NOT BE CAUSED BY FELLOW PARTICIPANTS BUT WHICH CAN CAUSE SERIOUS INJURY OR DEATH.

REFUND & CANCELLATION POLICY:

All bookings are full, final, and non-refundable, including in the event that admission into the Aqua Park is refused or relinquished for any reason. An exception to this will be considered on medical grounds at which point the Operator reserves the right to request proof of the medical condition and reasons for non-participation from a medical professional.

We will use all reasonable endeavours to ensure that every session takes place and in accordance with our general terms & conditions. However, Oxford Wet n Wild management reserves the right to cancel any booking without prior notice and at any time where we believe, on reasonable grounds, that cancellation is necessary due to emergency or adverse and unsuitable weather conditions. In this situation, should Oxford Wet n Wild need to cancel a session, customers will be offered either a full refund or an alternative date & time to reschedule their booking.

If you are late to a session we will do what we can to try and accommodate, but we cannot guarantee entry and will not be able to refund you.

Changing or moving a booking:

If you are more than 7 days from your session date, then you can cancel your ticket(s) and receive a credit voucher for use during the rest of the season (of the same year) subject to availability.

Requests to move a booking must be made at least 48 hours prior to your session time, you can change to another date during the rest of the season (of the same year) subject to availability.

We will move your booking once only free of charge, otherwise an administration fee of £5 may be charged if further changes are requested.

Gift Voucher

Gift Vouchers are non-refundable. The expiry dates are displayed on the Gift Voucher and your session must be booked and taken by the expiry date on your voucher. It is advisable to book your date in plenty of time as the days get extremely busy at peak times, especially during holiday periods.

CHANGES TO THE AQUA PARK

1. We will endeavour to ensure that as many inflatable obstacles are available for use by all Participants and their guests to enjoy The Aqua Park. However, we reserve the right, without prior notice, to remove any inflatable obstacle(s) that we deem necessary.

2. As all Participants safety is our paramount 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 Participants, or whatever 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 substitution for any other form of redress.

PADDLEBOARD & KAYAK CONDITIONS

1. Minimum age for Participants is 6 years old.

2. All Participants agree to follow the Operators Paddleboard rules and attend the instruction and safety briefing.

3. All Participants must be able to swim 50 metres unaided and be confident in water.

4. All Participants must wear a buoyancy aid, which will be supplied by the Operator. Participants must ensure that all zips and straps are as tight as possible before boarding the Paddleboard or Kayak and you may not remove the buoyancy aid until you return to the shore.

5. A responsible adult (18+) must accompany any participant from 6-8 years old on the Paddleboard or Kayak.

6. Participants under 16 years of age require an adult (18+) to remain on site for the duration of their stay.

7. For any Participant under 18 years of age, an adult (18+) must sign the Participant Waiver Form on their behalf.

8. All bookings must be paid for in advance (whether made online or in person on the day). All bookings are non-refundable, including in the event that admission into the water is refused or relinquished for any reason.

9. You will be guided 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 behalf of your party and that the booking is subject to these Terms and Conditions.

10. If bookings are made on behalf of other guests, you accept and ensure, on their behalf, that every guest in your party can meet and comply with the Entry Conditions.

11. All Participants in your group will be required to sign and complete the Participant Waiver Form prior to using a Paddleboard or Kayak. Any Participant who fails to complete the Participant Waiver Form prior to the date on which they are due to attend will be refused entry to the designated area of water for this activity.

12. Gift Vouchers are non-refundable. Gift Voucher expiry dates are displayed on the Gift Voucher, your session must be booked and taken by the expiry date on your voucher. We advise the Participant to book your date in plenty of time as the days get extremely busy at peak times, especially during holiday periods.

13. By using a Paddleboard or Kayak at Oxford Wet n Wild, you accept that, as outlined below, you have a duty to take reasonable steps to ensure your own safety, taking into consideration any personal medical conditions that you may have. If you have any medical conditions, you should consult with your own doctor to ascertain if you can take part.

14. The Operators' Safety Marshals are there to ensure your safety, and their instructions should be followed at all times.
15. If any Participant behaves in a manner which is considered by The Operator to be unsafe, or it is believed that you are under the influence of drugs or alcohol, or where you disregard the reasonable instructions given to you, then The Operator reserves the right to remove you from the water and the site overall if necessary.
16. All Participants need to arrive at least 20 minutes before the allotted time slot, and that failure to do so could result in the time slot being lost without compensation.
17. If Participants are unhappy with any aspect of the day, please advise a member of staff at Reception. We will not deal with complaints or queries after your day.

PEDALO HIRE CONDITIONS

1. Participants must be a minimum of 1 year old to be able to go on the Pedalos with a parent or guardian.
2. A maximum of two Participants per Pedalo is permitted, in addition to one 1-3 year old with a responsible adult on the Pedalo.
3. All Participants agree to follow the Operators Pedalo rules and attend the instruction and safety briefing.
4. All Participants must wear a buoyancy aid, which will be supplied by the Operator. Participants must ensure that all zips and straps are as tight as possible before boarding the Pedalo and you may not remove the buoyancy aid until you return to the shore
5. A responsible adult (18+) must accompany any Participant under 10 years of age on the Pedalo and take full responsibility for any non-swimmers.
6. Pedalos with parental consent; Participants over 10 years of age may go on the Pedalo without an adult providing they are able to swim a minimum of 50 metres unaided and are able to reach the pedals.
7. Participants under 16 years of age require an adult (18+) to remain on site for the duration of their stay.
8. For any Participant under 18 years of age, an adult must sign the Participant Waiver Form on their behalf.
9. All bookings must be paid for in advance (whether made online or in person on the day). All bookings are non-refundable, including in the event that admission into the water is refused or relinquished for any reason.
10. You will be guided 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 behalf of your party and that the booking is subject to these Terms and Conditions.
11. If bookings are made on behalf of other guests, you accept and ensure, on their behalf, that every guest in your party can meet and comply with the Entry Conditions.
12. All Participants in your group will be required to sign and complete the Participant Waiver Form prior to using a Pedalo. Any Participant who fails to complete the Participant Waiver Form prior to the date on which they are due to attend will be refused entry to the designated area of water for this activity.
13. Gift Vouchers are non-refundable. Gift Voucher expiry dates are displayed on the Gift Voucher, your session must be booked and taken by the expiry date on your voucher. We advise the Participant to book your date in plenty of time as the days get extremely busy at peak times, especially during holiday periods.
14. By using a Pedalo at Oxford Wet n Wild, you accept that, as outlined below, you have a duty to take reasonable steps to ensure your own safety, taking into consideration any personal medical conditions that you may have. If you have any medical conditions, you should consult with your own doctor to ascertain if you can take part.
15. The Operators' Safety Marshals are there to ensure your safety, and their instructions should be followed at all times.
16. If any Participant behaves in a manner which is considered by The Operator to be unsafe, or it is believed that you are under the influence of drugs or alcohol, or where you disregard the reasonable instructions given to you, then The Operator reserves the right to remove you from the water and the site overall if necessary.
17. All Participants need to arrive at least 20 minutes before the allotted time slot, and that failure to do so could result in the time slot being lost without compensation.
18. If Participants are unhappy with any aspect of the day, please advise a member of staff at Reception. We will not deal with complaints or queries after your day.

DATA PROTECTION

The Operator will only use the personal information provided by the Participant(s) to provide the services, or to inform you about similar services which The Operator provides, unless the Participant(s) tells us that they do not wish to receive this information.

The Operator takes appropriate measures to prevent unauthorized or unlawful processing of personal data. Personal information requested by the Operator at the time of booking or any other subsequent information is held in its original form.

The Operator is the data controller for the purposes of the Data Protection Act 1998 and will process your personal information in accordance with the Data Protection Act 1998.

The Operator will not divulge your personal information onto third parties. By providing the Operator with your personal information to process a booking, the Participant agrees that your personal information can be held and accessed by the Operators authorised staff and used to contact you in the future either by email or post unless you have elected to opt out of receiving such information during the booking process.

Photo Release

The Participant(s) grants the Operators the permission to photograph, video or audio record the Participant whilst on the premises or using the facilities and grants the Operator the perpetual right to use and reproduce, for any purpose and without compensation, any photographs, digital or electronic images, audio recordings, movies or videos taken of the Participant(s) while at the Premises.

LIMITATION OF LIABILITY

1. To the maximum extent permitted by law, the Operator accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Aqua Park and other activities whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with Oxford Wet n Wild. The Operator accepts no liability for any damage/theft/loss caused to property and/or personal belongings, and any personal belongings brought to Oxford Wet n Wild or Queenford Lakes Water Sports Centre is at your own risk.
2. Nothing in these Terms and Conditions is intended to or will exclude or limit The Operators liability for death or personal injury caused by The Operator's negligence.

CHANGES TO TERMS & CONDITIONS

The Operator may from time to time change these Terms and Conditions without giving notice to the Participant(s). The Operator will use all reasonable endeavours to inform the Participant(s) as soon as is reasonably possible, of any such change(s).

LAW & JURISDICTION

1. These Terms and Conditions and the relationship between the Participant and The Operator (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law; and
2. Any dispute, controversy, proceedings or claim between the Participant and The Operator relating to 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 the Participants' residency.