



Deben Watersports Centre, River Wall, Woodbridge IP12 4BB

[www.dwsc.org.uk](http://www.dwsc.org.uk) Email: [enquiry@dwsc.org.uk](mailto:enquiry@dwsc.org.uk)

UK Registered Company No. 8366053. Company limited by guarantee.  
Registered Office 440 Spring Road, Ipswich Suffolk IP4 5NB

## Deben Watersports Centre Terms and Conditions

### 1. General

1.1 The Hirer shall be aged 18 or over.

1.2 Events shall be restricted to the hours of 7am-11.30pm Mon to Sat and 7am-10.30pm Sundays unless special circumstances apply and have been agreed beforehand.

1.3 The Hirer shall be responsible for all activities carried out during the hiring and that they comply with any pertinent regulations or licences.

1.4 The Hirer will, during the period of hire, be responsible for the supervision, care and protection from damage of the premises, fabric, contents and water activity kit and for the behaviour of all persons whatever their capacity.

1.5 The Hirer agrees to pay for any loss or accidental or wilful damage to any part of the premises, its contents or water activity kit, which may occur during the period of hire unless by fair wear and tear, and that the DWC reserve the right to take legal action to reclaim monies owing.

1.6 The hirer shall have public liability insurance with a minimum of £5Million cover whilst carrying out activities at the centre, the surrounding areas and on the water.

1.7 Participants should be aware that watersports can be dangerous. The DWC are not liable for any death, personal injury, or loss of or damage to property brought onto the premises or for any consequential loss, arising out of the hire of any items by them unless that death, personal injury or loss of, or damage to the property or consequential loss arises directly from an act of omission on the part of the DWC, its servant or agent.

1.8 Personal belongings and items left at the Centre whilst taking part in activities or taken with them on activities or on the water are done so entirely at their own risk.

1.9 The Hirer shall enter any injuries that occur during the period of hire in the accident book at the rear of the first aid kit.

1.10. The Hirer shall report to the DWC any injury to persons or loss or damage of property. In the case of destruction, damage or loss by theft, or attempt thereat, the Hirer shall give immediate notice to the police. In the event of any occurrence likely to give rise to a claim or upon receipt by the Hirer of notice of claim, the Hirer shall immediately notify the DWC and provide information as the DWC require. The hirer shall take all reasonable steps to minimise loss or injury.

1.11 Any club or organisations hiring the premises or providing activities on the water with young people (under 18) must operate a Child Protection Policy and have all of the adults covered by a valid disclosure check from the Disclosure and Barring Service (formally CRB).

1.12 The DWC reserves the right of free admission during the period of hire to observe compliance of the conditions of hire and in the event it feels that an activity is unsafe or causing a public nuisance immediately stop the event.

1.13 The person that made the booking (the "designated responsible adult") must agree to these terms & conditions and must ensure that all of their party are aware of them.

1.14 The DWC reserve the right to make amendments to these Terms and Conditions without notice. The full and latest version of the Terms and Conditions can be found on the DWC website - [www.dwsc.org.uk](http://www.dwsc.org.uk).

1.15 In the event of any complaints or issues with the hiring then details should be sent as soon as possible in writing or by email to the DWC.

1.16 In the event of any issues on the day you should contact one of the emergency contacts listed in the centre or the SOPs as soon as reasonably practicle

## **2. Building/Compound**

2.1. Maximum permitted numbers. These should not exceed:

Meeting Room - :

- 40 Seated at tables or
- 60 Mixed Occupancy (tables and standing) or
- 80 closely seated, or
- 100 standing

Changing Rooms and Compound

- 80

2.2 The Hirer must provide sufficient numbers of responsible adult attendants or stewards for adequate supervision of the premises and users therein.

One such steward must be designated to take charge in case of fire and should familiarise themselves with the position of exits, which should be kept clear, and the operation of the fire alarm and fire fighting equipment.

Such stewards should be able to give full assistance in evacuating the premises and be readily identifiable to members of the public in the event of such emergency.

2.3 The Hirer shall be responsible for leaving the premises and surroundings clean and tidy, at the proper time, fit to be used by the next hirer.

2.4 All articles brought onto the premises must be taken away by the hirer and all rubbish must be removed.

2.5 The Hirer shall not sublet or use the premises in any unlawful way or bring on to the premises anything which may endanger the same.

2.6 The selling of alcohol on the premises is forbidden, unless you have obtained a licence. Provision of a bar for your own use is permitted providing no charge is levied and provided agreement is sought in advance at the time of booking.

2.7 The building and compound is subject to a no smoking ban.

2.8 The Premises do not have a public entertainments license. If the Hirer is running an activity that requires a Public Entertainments Licence then the hirer must arrange their own temporary licence and be deemed nominated in writing as the person charged with insuring that the provisions of the Public Entertainments licence are complied with during the hiring. Agreement must e sought at the time of booking for such activities, permission will not be unreasonably withheld but activities must be run within the bounds of the premises lease.

2.9 The premises are not registered with the local authority for the preparation of food on the premises.

2.10 No car parking facilities exist at the premises. The nearest car parking facilities are the public car parks opposite the tennis courts or behind the swimming pool.

2.11 Dropping off of kit at the premises via a car or van is not permitted except for exceptional circumstances and by prior agreement.

2.12 Dogs should be kept outside the buildings and compound unless a Guide dog.

2.13 At the end of your hiring/session please ensure:

- all electrical equipment and appliances are turned off (heaters, kettles)
- all lights are turned off
- any water taps are turned off
- all internal/meeting room doors are closed/locked.
- any external sheds are locked.
- the gate is locked.
- all key are back in the key cupboard

- the main door is locked on final exit.

NB Failure to turn off the electricity or water may result in an additional charge.

### **3. Water Based Activities**

3.1 Single person hiring's are not advisable ie typically there should be a minimum of two people together on the water at all times. However please contact the DWC to discuss if you feel you have appropriate experience.

3.2 Any adult only groups (18+) hiring the centre for activities on the water must have appropriate qualifications or experience and be a member of a recognised watersports club (e.g. BCU) or hold an appropriate permit in an organisation whose rules allow them to go on the water (e.g. scouts, guides etc)

3.3 Any adults hiring the centre for activities on the water which include young people (under 18) must have appropriate qualifications amongst them to take young people on the water and either:

- Belong to a club or organisation (e.g. BCU, Scouts, Guides etc) that has appropriately qualified people to run the activity or
- Be an approved person or organisation with the DWC to run activities under its AALA Licence or have appropriate license themselves or prove exemption from relevant legislation (such as schools)

These qualified adults must also not exceed the number of people on the water that their qualification allows. It is also highly recommended that a minimum of 2 adults be present at all times.

3.4 All hirers and instructors must sign and agree to operate under the DWC Standard Operating Procedures (SOP) or agree at time of booking what alternative SOPs or standard will be operated against.

3.5 Whilst every effort is made by the DWC to ensure all water activity equipment is fit for purpose, it is the hirers responsibility to check the kit before use and not use anything that they deem unsafe.

3.6 All participants must wear a buoyancy aid at all times whilst on the water. If children are too small to be adequately protected by the supplied buoyancy aids, they should not be allowed to participate.

3.7 Participants are responsible for ensuring that they have the correct clothing, and are fit enough to undertake the activity.

3.8 The hirer is responsible for providing safety and activity instructions to the participants before going on the water.

3.9 Alcohol is not permitted whilst taking part in any water activities and should not be consumed prior to the event.

3.10 In an emergency try and land at a suitable area, away from cattle, crops, people and other craft.

3.11 All hirers must complete the log books for people going on and off the water,

3.12 Other rules

- Please be considerate to all other river users i.e.; fellow canoeists, powered boats, yachts and fisherman.

3.13 At the end of any water activity session please ensure:

- All craft (canoes, kayaks, rafts etc) are clean and safely stored away in their correct locations.
- All life jackets, paddles, spray decks etc are cleaned and hung up on their hooks to dry
- All paddles are cleaned and put away in the shed.
- Any helmets are cleaned and put away in the shed.
- Any wet/muddy floors are cleaned and water mopped up.
- Any dry spare clothing is put back in the bin
- Any new spare clothing is either taken away or put in the spare clothes bin if dry or left by the bin to dry if wet.

3.15 If one of your party does become ill, (flu-like symptoms) within three weeks of being on the water please consult a doctor. Tell them that they have participated in water sports recently. There have not been many reported cases of Weil's disease or any other water based diseases over the last few years but it is something that you need to be aware of. Early testing aids recovery.

## **4. Booking & Refund Policy**

4.1 Bookings will be taken up to 2 years prior to an event and up to 14 days prior to the commencement of the event or program; where possible we will try and accommodate applications received after this date.

4.2 Bookings are unconfirmed until the Centre has received your signed booking confirmation form. Once this has been received you are liable to any cancellation fees.

4.3 Payment will be required for all hiring's of the hall for non-water based activities (e.g. parties, training events etc) 14 days before the event together with a damage deposit unless agreed by the booking secretary.

4.4 Payments for water activities are due within 28 days from the last event of the booking.

4.5 Payments should be made by cheque (payable to Deben Watersports Centre) or Bank Transfer (Deben Watersports Centre Account No: 68004960 Sort Code: 30-94-55)

4.6 For per head payments ie for example canoeing sessions, the hirer is trusted to provide the booking secretary with any adjustments on numbers, up or down. The invoice will then be adjusted accordingly before being sent for payment. DWC reserves the right to audit such figures.

4.7 Changes to a booking will only be accepted from the original booking contact (the "designated responsible adult").

#### 4.8 Cancellations

- Cancellation by the hirer must be made at least 1 month before the event. After that point full payment will be invoiced unless agreed otherwise with the DWSC
- The DWSC reserves the right to cancel bookings with up to 6 months notice if the premises are required for DWSC activities. In this case a refund will be given.

4.9 In the event of the premises or water activity kit being rendered unfit for the use it was hired, the DWSC shall not be liable for any loss whatsoever unless by agreement with the DWSC.

4.10 If a hiring or session has to be cancelled due to unforeseen circumstances e.g. bad weather, unsuitable river, instructor illness, no kit etc then we will give you a refund or alternatively, consideration will be given to holding that hiring/session on a future agreed date.