

Terms and Conditions – Wirral Watersports Centre – 2024

General

Only West Kirby Sailing Club members that are in receipt of a valid lake membership are entitled to launch from the South end of the lake.

All other customers, Watersports members, and users shall launch crafts and access the facility via the North end of the lake unless prior permission has been granted.

Restrictions may be enforced during special events such as: sailing regattas, triathlons and races, large scale training, or charity events, in the interest of public safety some or all parts of the lake may be closed off for general use.

In the interest of public safety, customers are requested to co-operate with officers of the Council or their authorised agents. In this respect, whilst not wishing to impose any unnecessary constraints.

There may be occasions when use is restricted:

- (a) When the lake is heavily congested with craft such that customers may be required to either restrict their use to designated areas of the lake or remove their craft from the water.
- (b) On occasions the use of high-speed wind driven craft may be prohibited when novice users and/or youth groups are actively using the lake.
- (c) During swimming events the use of powered (excluding safety cover) and wind powered craft will be prohibited
- (d) Scheduled times for open water swimming and paddle-sports only, daylight hours, before 08:00 and after 21:00 (subject to weather conditions)
- (e) During a significant tidal breach or extreme weather event the lake will close.
- (f) When a report and confirmation of a contaminant is present.
- (g) When the lake is or has been drained.

The said craft shall not at any time be stored on the lake slipways, jetties, lake surround, rigging area, car park, or any part thereof, unattended, or overnight.

The Council do not guarantee that there is, or will be in the Marine Lake, a sufficient depth of water for the said craft, and in particular reserve the right to drain the water for repairs or maintenance whenever it considers this to be necessary.

Notwithstanding, the lake membership fee, the Council shall be at liberty:

- (a) To empty the Marine Lake whenever they think proper for the purpose of examination and repair
- (b) To dredge the Marine Lake or any part of it and for that purpose to place on the Marine Lake dredging and other machines and apparatus
- (c) To make, change, and review all byelaws relating to the Marine Lake
- (d) To prohibit the use of the said craft on the Marine Lake during such days as they shall see fit.
- (e) To close the lake, car park, and slipway to all where prevailing conditions present a risk to life.

Terms and Conditions – Wirral Watersports Centre – 2024

The Council strongly advises ALL users to wear an adequate personal floatation device of a suitable standard.

The Council is NOT responsible for providing rescue cover to lake users.

No unauthorised swimming is allowed in the lake. Open water swimming is only permitted at specific times.

Safety is of paramount importance to us at Wirral Watersports Centre, anyone that compromises the safety of our colleagues, customers, or members of the public will be asked to leave immediately. There is a zero-tolerance policy in operation with regards to abuse, verbal or otherwise towards colleagues or other users.

Customers must be willing to comply with all safety regulations and make themselves aware of any rules and instructions, including warning notices.

The Customer and any member of the Customer's party is required to have consideration for other people. If, in the Centre's reasonable opinion, the Customer or any member of the Customer's party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, the Centre is entitled, without prior written notice, to terminate the stay/use of facilities of the person(s) concerned. Such persons will be required to leave the facility and no refunds will be made.

The Customer shall be liable for any damage or loss suffered by the Centre as a direct result of disruptive behaviour.

Customers are reminded that water sports participation and open water swimming involves an element of risk, and all customers agree to partake in their chosen activity or activities at Wirral Watersports Centre at their own risk.

West kirby marine lake is a busy site and there are potentially many hazards, natural and manmade, so please ensure any young people are closely supervised and kept away from equipment and storage facilities. Running around the site is not recommended.

Customers should be in good health, confident in the water and fit for their chosen activities. The Council takes no responsibility for damage to, or theft of, vehicles, personal equipment or valuables brought onto the site, it is the user's responsibility to have sufficient personal, craft, and public liability insurance.

Use of the marine lake for commercial activities or tuition is not permitted unless by prior arrangement with the Council.

Customers attending a course, tuition or open water swimming session arranged by the Council, or launching equipment or hiring equipment from the Council must register with reception at the Wirral Watersports Centre before going on the water or jetty/launch area of the Marine Lake.

Parking is available within Wirral Watersports Centre but is not guaranteed or subject to any allocation based on purchasing a membership, product, activity, or lease agreement.

Terms and Conditions – Wirral Watersports Centre – 2024

All customers in receipt of a valid membership/day ticket are entitled to utilise the shower and toilet facilities on site as and when the building is open, opening times are displayed on the website. On occasions the building can close early in exceptional circumstances or when no centre activities are being delivered.

The purchase of a lake membership does not entitle the user to use the building facilities or car parking and is related directly to lake usage only.

Any infringement of these terms and conditions may result in you being asked to leave the site without a refund.

Conditions of Hire

Customers hiring or launching craft and equipment must be competent in the use of the craft and equipment based on the prevailing conditions.

Customers can hire stand up paddleboards, sit on top kayaks, Funboats, sailing dinghies, and open canoes subject to weather conditions and their ability to prove a degree of competence before hire, whether that be by production of a recognised National Governing Body competency certificate, proof of previous attendance on a recognised course/session or following an induction and informal training by an appointed colleague. All beginners going on the water must be water confident and must wear an approved personal flotation device or a Watersports Centre buoyancy aid.

The Council recommends that anyone using their own equipment should have adequate third-party insurance for themselves and anyone using their equipment on or around the Marine Lake.

Personal and third-party insurance against injury, loss or accident is the sole responsibility of the customer.

Wirral Watersports Centre reserves the right to recall anyone that is unable to demonstrate an adequate level of competence or participate in a safe and controlled manner.

The customer is responsible for the care of the hire equipment they are using, and any damage done to it during its use. Insurance against accidental damage is covered in the cost of hire however there is a £50 excess in the event of damage caused to hire equipment.

Customers who book by telephone, email, or online will be deemed to have read and accepted these Terms and Conditions of Hire.

It is the responsibility of the customer to ensure that all members of their party have fully read, understood, and agreed to these terms and conditions.

The customer must ensure that they have disclosed all relevant information relating to the individuals within the party, with regards to any health conditions which may be relevant to the activity being undertaken.

Terms and Conditions – Wirral Watersports Centre – 2024

Customers (and their party) will arrive at least 15 minutes before their allotted time slot to allow for briefing. NB: If you are late and miss your allocated time your booking may not be refunded.

Wirral Watersports Centre reserves the right to cancel any hires (without a refund) that do not arrive within 10 minutes of their allotted hire start time. Full discretion lies with Wirral Watersports Centre.

Customers must wear attire suitable for the activity, prevailing conditions, and season.

Certified buoyancy aids must be checked by an appointed employee for fitment and remain securely fastened at all times.

Hirers will always keep the equipment in their possession and under their control. No council owned hire craft may be taken onto the Dee Estuary or Liverpool Bay and must stay within the boundaries of the marine lake and facility.

The Hirer must return all the equipment to the Watersports Centre at the agreed time. Delays in return may be charged at the full fee for an additional session. Please contact us if you do not think you will make it back in time.

Hirers will be completely responsible for losses of, or damage to, the equipment caused by their own fault from the time that the Hirer takes possession of the equipment and will be charged in full for any such loss or damage at the end of their hire period. This will be charged at the prevailing retail cost.

If the Hirer does not return all equipment to The Watersports Centre, it will be treated as lost, and Hirers will be charged in full for any such loss. Cost per craft will be valued at £1000 minimum.

Customers must act responsibly, proceed quietly, respect other lake users, and not cause obstructions or difficulties for other users: (powered, paddle, or sailing craft, walkers, or wildlife).

Substandard behaviour, misconduct, or actions that Wirral Watersports centre considers to be unreasonable or unsafe may result in the Hirer's agreement being immediately terminated. Any damage caused by the above behaviour will be charged for.

No unauthorised powered craft are permitted on the water. This includes electric powered craft such as 'E' Foils*, personal watercraft, air or kite driven craft, electric or petrol driven remotely operated vehicles, and winch driven activities. *E-Assist pump-boards excluded

Visiting powered craft during organised events may be permitted on the water, subject to the permission of the Team Leader or Duty Manager, and subject to the proposed drivers of those craft producing the relevant qualifications (minimum RYA Powerboat Level two).

Terms and Conditions – Wirral Watersports Centre – 2024

Powered craft can ONLY be used by:

- (a) Wirral Watersports Centre for safety, instruction, and commercial powerboat training.
- (b) West Kirby Sailing Club, and authorised Sea Cadet and Sea Scout groups for safety, instruction, and delivering RYA Powerboat courses to its members.
- © Northern Kites providing safety cover during instruction.
- (d) Emergency services, including the RNLI, for Rescue and Training purposes
- (f) Maintenance and service vessels as authorised and required.

Wirral Watersports centre reserves the right to make amendments to these Terms and Conditions without notice.

Watersports Membership

The Customer shall not transfer any benefit or privilege created by this membership.

Any craft and its use shall be at the risk of the owner/user throughout the period when it is on the property of the Council; the Council, its officers, servants, and licensees do not accept any responsibility or liability in respect of any damage, loss or theft of the craft or any vehicle, equipment, or personal belongings of the owner.

The membership holder must indemnify and hold the Council, its officers, servants, and licensees harmless in respect thereof.

The owner shall not let the said craft for hire or reward, nor shall the said craft be allowed unreasonably to interfere with the working of other craft or cause any nuisance, annoyance, or obstruction to other users of the lake.

This membership shall become immediately void and of no effect.

- (a) If the membership holder or any person acting through them or on their behalf shall fail strictly to observe and perform all the terms and conditions.
- (b) If a notice in writing withdrawing this membership is served on the membership holder by being delivered or sent by post to the registered address of the membership holder.

No fee or consideration paid to the Council for this membership, nor any part thereof shall be returnable to the membership holder under any circumstances whatsoever.

The Council reserves the right to alter or vary at any time the conditions hereof.

The lake membership agreement is reflective of the individual and not any specific craft, only one craft can be used at any one specific time.

Parking access will be given to lake membership holders and access will be granted to one vehicle per visit. Parking availability is not guaranteed or a condition of this membership. Vehicles cannot be left overnight.

All users must be in receipt of a valid lake membership before accessing the lake.

Terms and Conditions – Wirral Watersports Centre – 2024

Lake Membership users must act responsibly, proceed quietly, respect other lake users, and not cause obstructions or difficulties for other users: (powered or sailing craft, walkers, or wildlife). Any substandard behaviour, misconduct, or actions that Wirral Watersports centre considers to be unreasonable or unsafe may result in the Lake Membership agreement being immediately terminated.

The purchase of the said membership shall begin from the date of purchase and end based on the term of the agreed purchase period, various memberships are available and can be viewed on our website.

If for any reason the site is closed for a sustained period then any pro rata payment will be refunded. However, on occasions the site may close in exceptional circumstances. Only daily memberships will be eligible for a refund based on such circumstances and at the discretion of the Watersports Centre team.

Lake membership holders are responsible for all third-party insurance claims and by purchasing a lake membership understand that Wirral Council are not responsible for accidents or incidents related to use on the lake.

Under no circumstances unless agreed by the Watersports Centre can commercial, or paid tuition take place on the lake.

Bookings / Payments / Cancellations

The Customer may make a booking at the Wirral Watersports Centre by telephone, email or online via our website. Please note that places cannot be provisionally booked. Payments must be made in full to secure the booking.

To help you find the right course, please read each course description carefully. Once you've made your choice of course and dates, and have read the booking conditions, please make your booking with the appropriate payment.

Bookings cannot be accepted without prior and appropriate payment. All course activity payments must be made prior to arrival.

Please note that individuals cannot be provided with credit terms.

The Council reserves the right to amend or cancel any booking without prior notice. All charges will be refunded.

Should circumstances or weather force a course or session to be postponed, mutually suitable dates will be arranged, refunds cannot be given in these circumstances. Unless a suitable time cannot be agreed, then a full refund will be given.

Refunds are not available to customers who start courses and subsequently choose not to continue.

Additional charges may be applied if the hirer has requested any additional requirements or special provision beyond the standard resources held by the premises.

Terms and Conditions – Wirral Watersports Centre – 2024

In the event of unsuitable weather conditions, the council can refuse entry and return the hiring/coaching/day pass fee.

A cancellation of attendance for a session/course must be in writing no later than 14 days prior to the session commencing by emailing wirralwatersportscentre@wirral.gov.uk Hire costs can be credited to another session at the discretion of the Watersports Team Leader.

The Council or representative reserves the right to cancel a course at any time based on its reasonable opinion that there are insufficient numbers for the course to take place or a suitably qualified colleague cannot be recruited to deliver the course/session. Refunds will be given, or an alternative session will be made available.

The Council or representative does not accept responsibility for any loss or damage suffered by the hirer or lease holder unless it is caused through the negligence of the Council, its officers or colleagues.

Hirers or lease holders must undertake and agree to take the proper and necessary precautions for the supervision of participants and for the prevention of accidents arising from the activity or in connection with the event, hirers or lease holders must accept full responsibility for and indemnify the council, its officers, servants, or agents from and against all action, claims and demands arising out of the engagement.

Hirers or lease holders are responsible for all their property whilst on the premises and for its removal following the letting.

Customers are responsible for good order and conduct throughout the letting and shall ensure nothing occurs on the premises which would constitute a public nuisance.

Any damage caused to the premises, or its contents used in connection with the hiring shall be paid for by the hirer.

Customers shall leave the premises in a clean condition to complete the satisfaction of the premises management and any expenses incurred by the council in putting the premises in a clean condition following the letting shall be recoverable from the hirer.

Rubbish must be removed from the hired area and the area left in a clean litter free condition. All waste should be disposed of responsibly using recycling bins where available.

Customers must not sub-let or transfer their hirers, and the premises must be used only for the purposes indicated at the time of booking.

The maximum accommodation numbers indicated to the customer must not be exceeded. The premises Management or their representative has full authority to exclude any person more than the number. Note: to comply with Fire Regulations this clause will be strictly enforced.

The customer shall, when required to do so by the premises Management or their representative appoint an agreed number of responsible, appropriately vetted, adult stewards.

Terms and Conditions – Wirral Watersports Centre – 2024

The customer must ensure that the premises are vacated at the end of the agreed booking or at any time during the period of hire if the required in the interests of public safety.

No licensing and catering arrangements can be made except as agreed with and directed by the premises management.

It is an express condition of this agreement that it is the responsibility of the persons hiring or otherwise using the premises with consent to ensure that there is no infringement of any copyright whatsoever connected with the said use. Further it shall be the responsibility of the person or persons using or hiring the premises to ensure that any appropriate licenses or permits are obtained in the proper manner. This applies to Performing Rights Society (i.e., Live Music) and the Phonographic Performance Limited (i.e., Recorded Music)

If the customer fails to comply with any condition the premises Management or their representative may take any action that is thought necessary in connection with the hire.

The customer shall not exhibit or permit to be exhibited any advertisements or notices anywhere in connection with the event for which the premises have been hired except in accordance with the Town and Country Planning Act (control of Advertisements) Regulations 1992

Please note that if any person displays an advertisement in contravention of the regulations, they shall be guilty of an offence and liable on summary conviction to a fine not exceeding level 3 on the standard scale.

The use of any part of the Council's premises shall be by way of hire only and shall be understood not to grant the hirer any right or interest in the premises other than such temporary use as may be granted by the council. In terms of seasonal/block bookings the booking does not give automatic entitlement to renew for further sessions nor guarantee specific space.

Group Bookings

The group organiser shall have and be, the custodian of a pre-registered list of attendees which will include parental consent, emergency contact details, confirmation of swim 50m, and any relevant considerations (dietary, ability, medical).

The group organiser shall confirm in writing their acknowledgement of Wirral Watersports Group Organiser Agreement on behalf of the attendees and their consenting adult.

The group organiser shall make the advisor aware of any non-swimmers and individuals with relevant medical, ability, and dietary considerations at the time of booking, and verbally and in writing on the booking details form to the lead instructor on the day of the activity.

Any non-swimmers must be communicated to the on-water team so they can be identified by wearing a 100N buoyancy aid with neck support (50N standard buoyancy aid, no neck support).

The group organiser shall keep a log of participants attending and log them as they go in/out of the changing areas and on/off the water.

Terms and Conditions – Wirral Watersports Centre – 2024

The group organiser will ensure that each participant is wearing suitable footwear for the activity (tight fitting trainers or specific water activity footwear) and ensure that participants have a dry change of clothes post activity.

The group organiser is responsible for the distribution of the joining instructions to participant's parent/guardian, these will be sent to the organiser by an advisor in good time.

The group organiser will be considered the Safeguarding and Welfare Officer for the activity, they must ensure any accompanying adults has had an enhanced DBS, all Wirral Watersports Team Members are enhanced DBS Checked.

Except for extreme cases and emergencies, the Wirral Watersports Team will not enter the changing areas for the duration of the booking until deemed clear by the group organiser.

The group organiser shall remain available at the centre for the duration of the activity to enable handover from the on-water team of participants requiring a comfort break to the group organiser, the safety and welfare of said participant shall remain the responsibility of the group organiser until they are returned to the on-water team.

Safeguarding

Those wishing to deliver activity/session/coaching to juniors or adults at risk must complete our Safeguarding of Juniors and Adults at risk form.

Safeguarding checks will be made as part of the application process to ensure that the hiring organisation and individuals delivering on council premises are suitable for the role that they are delivering and that appropriate pre-employment checks have been undertaken.

Clubs, Groups and Organisations wishing to hire Leisure Facilities will need to demonstrate they have the sufficient insurance for the period of hire and will be asked to provide documentation to satisfy the application process.

Wirral Council has a policy of not allowing the use of Mobile phones / Smart phones within its changing rooms. Anyone seen using a phone or an image capturing device will be reminded that mobile phones / Smart phones are not permitted, and they will be reported to the relevant authority.

No hiring will be accepted as a hiring Club unless it is made by the Club Secretary, or such other Club official.

It is the responsibility of the hirer to ensure any third parties subcontracted by the hirer used in their events/bookings adhere to the same safeguarding criteria as the hirer. The hirer must ensure that public liability insurance is in place and that the subcontracted personnel are enhanced DBS checked. Wirral Leisure will not assume any liability.

Wirral Borough Council are committed to supporting you with this process, for more information, visit the 'what to look for in a sports club' section of the Child Protection in Sport Unit website.

<https://thecpsu.org.uk>

Terms and Conditions – Wirral Watersports Centre – 2024

If you need further help, please email wirralwatersportscentre@wirral.gov.uk where you will be directed to a member of the Sports Development unit to assist you.

GDPR Privacy Notice

Wirral Council Leisure Services is committed to protecting your privacy when you use our services. For more information on how Wirral Leisure services collect, uses, and protects personal data held please click the link below for full details.

<https://wirralleisure.co.uk/privacy/>

Privacy Notice - Wirral Leisure Services Paper copies of this privacy policy are displayed on site, if you require a paper version, please ask the facilities manager.

Complaints Handling Policy

Wirral Council is committed to delivering a high-quality service to all our customers, but we recognise that occasionally things do go wrong. In these circumstances, we want to make it as quick and simple as possible for you to raise your concerns with us and to resolve your complaint as quickly as possible.

We would also like to hear from you if you have had a positive experience in accessing our services, especially if there is a member of Watersports Team that you feel stands out as delivering excellent service. Tell us about this; we are always happy to hear from satisfied customers.

The quickest and simplest way to make a complaint or to let us have feedback is via the www.wirral.gov.uk website, however if you prefer you can make your complaint by email at the below address.

customerfeedback@wirral.gov.uk

Other Legal Notices

For other legal notices, general terms and conditions, privacy policy and much more please refer to the Wirral Council website:

<https://www.wirral.gov.uk/about-council/about-website/legal-notice>