

Pinkston Watersports Terms & Conditions

Pinkston is a charity serving multiple client groups in the community and with that in mind we want to ensure the following is as clear as possible in terms of expectation on site and cancellation policy at our welcoming and friendly Centre – we look forward to welcoming you soon!

- 1.1 **The Agreement** – parties to this agreement are Glasgow Watersports Ltd trading as Pinkston Watersports and ‘you’ the customer which includes all those in your party/each member of your group.
- 1.2 The terms set out below refer to your ‘booking’ which may include activity bookings, venue bookings and gift vouchers. For Lease holders, please refer to the relevant lease agreement.
- 1.3 The contract you enter with Pinkston Watersports includes the following terms and it is your responsibility to ensure all group members understand the terms and conditions as set out.
- 1.4 When making an online booking via our booking systems; www.pinkston.co.uk, www.Pinkston.skedda.com and bookwhen.com, you will be asked to agree to these Terms.
- 1.5 Bookings made in person at Pinkston Watersports (offline purchases) are also bound by the following terms and conditions.
- 1.6 Website images are for the purpose of illustration only and we reserve the right to change information on our website at short notice. We have made every effort to ensure our images and text reflect the product offering available.
- 1.7 Code of Conduct and Complaints Procedure – we expect a level of service aligned with our values. Should you perceive Pinkston has fallen short, please follow the procedure outlined: <https://pinkston.co.uk/code-of-conduct-complaints-procedure/>
- 1.8 Nothing said by any person on our behalf should be understood to be a variation of this Agreement.
- 1.9 Consumers over 18 may only purchase activities from our booking platforms and some activities are age restricted. Pinkston Watersports minimum age limit is 7+ for flat water activities and 12+ for white water activities.
- 1.10 Activity bookings via our booking platform and via the Pinkston office will be confirmed via the email address you provide. This is deemed accepting of our booking conditions.
- 1.11 Online www.pinkston.co.uk bookings – payments are required using selected debit and credit cards or via a valid gift voucher. Internal site users will be invoiced according to their category agreed with Pinkston Watersports management and all other bookings will be invoiced according to the table noted in section 2. Groups using our quotation system will be deemed as acceptance and your quote commits your group to our Terms and Conditions Cancellation Policy.
- 1.12 For all business users (private, public, 3rd sector) non-payment and delayed payment of invoices beyond the due date will be charged in accordance with the ‘statutory interest rate’ of 8% plus Bank of England base rate. Please contact us at the earliest opportunity if you fail to make payment by the due date or believe the due date is incorrect. We respectfully remind all users of our charitable status.

Equipment & Safety

- 2.1 If you choose to use your own equipment for your booked activity, it is your responsibility to ensure the equipment is safe, of reasonable fit and quality for the purpose of the activity to be undertaken. Seek advice if you are unsure.
- 2.2 Pinkston staff reserve the right to inspect your equipment and if for any reason staff deem your equipment unsuitable or unsafe, we reserve the right to stop your activity and offer no refund.

- 2.3 If you choose to use your own equipment, you do so at your own risk.
- 2.4 Training and instruction you receive from staff at Pinkston is specific to our sheltered water basin and grade 2/3 artificial white-water course. Pinkston does not guarantee that skills learnt in these conditions are transferrable to open water.
- 2.5 Please ensure you understand the safety briefing. It is your responsibility to ask for clarification at the time of that briefing if you are unsure.
- 2.6 School, youth and community group leaders remain responsible for their group at all times; Pinkston staff have the authority to shorten, curtail or cancel a session due to safety or behavioural reasons. Pinkston staff have the final authority in this case and no refund will be due.
- 2.7 School, youth and community group leaders must submit the Group Consent Form in advance of their session and highlight any health concerns of any member of their group to the Lead Instructor on the day.
- 2.8 Club based and external bookings remain the sole responsibility their Group Leader subject to suitable induction on site.
- 2.9 Pinkston Watersports carries a Duty of Care to participants using the flat-water basin, the AWWC and the archery site. As such we reserve the right to curtail or cancel any session, led externally but deemed unsafe by Pinkston staff.
- 2.10 Participation in a Pinkston led activity assumes you agree to follow the instructions given by staff.
- 2.11 Please treat our Centre and our equipment with care at all times. Failure to do so may mean you are asked to leave and no refund will be offered.
- 2.12 Pinkston is used by families and children. There is a non-smoking/non-vaping policy across the whole site. If you must smoke, please ensure you stay well away from the main gates.
- 2.13 Lost Property is held for two weeks only and then disposed of. Please notify us quickly if you wish us to attempt to locate any items.
- 2.14 Liability – we are not liable for any loss or damage that is not foreseeable.
- 2.15 Photography – Pinkston reserve the right to carry out photography on site for publicity purposes and to reproduce images and footage for our website. If you require further information, please contact the office for a copy of our Safe Photography Policy. Photography is only permitted by non-staff members of participants from their own party.
- 2.16 Pinkston uses recording CCTV to monitor the site for security purposes.
- 2.17 Pricing will be as quoted by staff or noted on our website at the time you make your booking. We take reasonable care to ensure errors are rectified quickly. We reserve the right to amend or increase pricing as necessary. Regular users and tenants will be notified and given reasonable notice of any price increase, with a minimum notice period of one month.

3 Cancellation Policy

- 3.1 Please note cancellation terms vary across our venue and services.
- 3.2 To cancel an agreement, you must contact the office via email at info@pinkston.co.uk or by telephone if this is not possible. Your cancellation notice will begin when your email or phone message is received.
- 3.3 At Pinkston's sole discretion a full refund may be given if you suffer an illness or injury which prevents participation. Please note written evidence may be required.
- 3.4 Every attempt will be made to ensure your booking goes ahead as planned however in exceptional circumstances, Pinkston reserve the right to cancel bookings or to close the Centre. This may be due to, but not limited to, adverse weather, defects on the Artificial White-Water Course, adverse water quality, or other factors out with our control. If the alternative date or time cannot be agreed, then a full refund will be offered.

- 3.5 If the activity has already commenced, then time undertaken on the activity may be considered.
- 3.6 Pinkston will not accept liability for any costs incurred by you or others connected to your booking.
- 3.7 Bookings and any subsequent cancellations and our policies are informed by our charitable objectives and published in our Business Plan 2021-2024. Extract available on request.
- 3.8 Pinkston 'internal' users will be invoiced at the end of the month following their booking with 30 days credit terms.
- 3.9 Independent youth, school and community groups will be offered a quote to 'accept'. This will be deemed as a confirmed booking and subject to payment and therefore the following cancellation conditions will apply. Invoicing will happen as arranged per booking.
- 3.10 Standard users, (non-community) – cancellation arrangements as below.
- 3.11 Pinkston reserve the right to hold your booking for up to 48 hours provisionally. This facility may not be available in high season.
- 3.12 Pinkston agreed Policy differentiates community and standard users to meet the terms of our charitable objectives. We support discounted pricing for community usage and to ensure our internal reporting obligations are met.

User Guide Cancellation Policy	More than 30 days	14 – 30 days	Less than 14 days	Less than 7 days
Public bookings via pinkston.co.uk		Full refund	50%	No refund
Standard AWWC		Amendments an option	No refund	No refund
Affiliated clubs		Full refund	50%	No refund
Schools / uniformed groups / community groups	Full refund	Amendments an option	Amendments an option (out with May- Sept only) / Alternative 50%	No refund
Site Users			50%	No refund

4 Gift Voucher Terms of Use

- 4.1 Pinkston sells online gift vouchers at www.pinkston.co.uk. Unfortunately, we do not offer a printed gift card service.
- 4.2 Gift vouchers are valid for one year following purchase. This may be extended should Pinkston be forced to close for any extended period beyond one month. This service would be retrospective and equal to the length of closure.
- 4.3 Gift vouchers can be used as part payment towards one or more bookings and are available across all our online products.
- 4.4 Once a product has been purchased using a gift voucher then the Terms and Conditions apply are stated and agreed.
- 4.5 Gift vouchers are non-refundable.

5 Car Park – Terms of Use

- 5.1 Car parking is free at Pinkston and subject to availability. Please be mindful of space which is often at a premium and do not park in unmarked bays. Coaches and disabled users require access.
- 5.2 Parking around the AWWC is to be discouraged and can be obstructive to other users.

- 5.3 Please do not leave your boats and paddles lying in the car park – they are always your responsibility.
- 5.4 Pinkston is not responsible for any damage to vehicles or equipment.
- 5.5 Pinkston staff will lock the car park 30 minutes after the last paid session has ended. It is your responsibility to ensure your vehicle and any belongings are off site.

6 Data Protection & Privacy

- 6.1 Pinkston is committed to protecting your privacy.
- 6.2 Joining our mailing list means you agree to Pinkston holding your name, email address and telephone number, plus any areas of specific interest to you or your associated Club.
- 6.3 Signing up to activities provided by Pinkston will require personal details to process the booking.
- 6.4 Applying for work or volunteering opportunities at Pinkston means you will be asked to submit details including a CV and any qualifications which we will hold on file for the duration of your employment, contract or time volunteering. We will also require you to submit any relevant medical conditions which may affect or inform our Risk Assessments. Unsuccessful applications will be held on file for a further year and may be considered for a second round of recruitment. Please ask if you would prefer that we destroy those records if unsuccessful at interview.
- 6.5 Transactions handled via our website www.pinkston.co.uk are made in accordance with our Tour Operator. Please note we do not store your payment details.
- 6.6 Medical information – please note we only require information which may be relevant to the session booked and participation arrangements.
- 6.7 Youth and Community grant delivery requires us to collect and collate data around gender, ethnicity and post codes. This information is only used for statistical analysis and is not linked to any individual or community.
- 6.8 Website and cookies Policy is available directly at www.pinkston.co.uk
- 6.9 We use your personal data only where we need it to perform our service to you, respond to questions and complaints. We never sell or expose your data to a Third Party
- 6.10 We only use your details for internal marketing purposes if you have agreed to that via our website check boxes or in response to Pinkston Partners our Newsletter update.
- 6.11 Third party access – our online booking platforms and trusted payment processors are used in order to securely manage payments.
- 6.12 Pinkston has appropriate security in place to protect your personal data from being accessed in an unauthorised manner.
- 6.13 If we perceive we have a security breach, we will advise you of this as is our obligation.
- 6.14 Posting content on our social media channels is not secure. Such information is not considered personal information.
- 6.15 You have a legal right to request access to any data we may hold on you and can request we delete your data at any time.
- 6.16 If you wish to raise a complaint you can do so with the Information Commissioners Office.

7. Inherent Risk

Participation in activities and watersports at Pinkston are subject to some level of inherent risk.

Pinkston Watersports Board, Management and staff follow stringent standard operating procedures, meet the terms of our Risk Assessments and Policies which are reviewed by the Board of Trustees. Instructional staff are all qualified to at least minimum National Governing Body Guidelines. Pinkston is regulated by the Adventure Activities Licencing Authority (AALA).