

SKATE PARK TERMS AND CONDITIONS

These Terms and Conditions affect your legal rights, so please make sure you have read them and are clear on how we work.

Aura Leisure and Libraries Limited whose registered office address is at Deeside Leisure Centre, Chester Road West, Queensferry, Flintshire, United Kingdom, CH5 1SA, Company Reg. No.7610, (hereafter called “Aura Leisure & Libraries” “Skate Park” or “us”).

By ordering a booking slot at our Skate Park (“Park”) on behalf of yourself or a minor under the age of 18, you agree to be bound by these Terms and Conditions which shall apply to your booking and any time spent at the Park.

These Terms and Conditions contain important information concerning participation by you and members of your party and, accordingly, you acknowledge and agree that you shall to the best of your ability ensure that all members of your party are aware of and accept these Terms and Conditions.

Bookings

No booking shall be deemed to have been accepted unless confirmed in writing via email by Aura Leisure & Libraries. You must advise us as soon as possible of any mistake in the booking confirmation. Aura Leisure & Libraries shall use its reasonable endeavours to ensure that you and your party’s participation commences at the time booked and it shall be the responsibility of each participant to ensure that they arrive in sufficient time. Late arrivals may not be permitted to undertake the Activities and refunds or compensation will not be payable in such circumstances.

Payment

Online payment must be made prior to entering the Park and/or undertaking the activity and can be made by a debit or credit card online.

Cancellation

You shall be entitled to cancel your booking subject to Aura Leisure & Libraries receiving your request for cancellation at least 72 hours before the booked start time. Any requests for cancellation must be made online or by email to the contact address set out on our website. Aura Leisure & Libraries shall be entitled to cancel your booking at any time. In the event that Aura Leisure & Libraries decides to cancel your booking it shall use its reasonable endeavours to notify you as soon as possible. All bookings are non-refundable. We will, however, allow you to change the date of a booking (subject to availability)

Refunds

All bookings that are cancelled are non-refundable. We will, however, allow you to change the date of a booking (subject to availability). Bookings cancelled within 72 hours if the time cannot be rescheduled.

Inherent Risk in Activities

The Activity of wheeled sports and other challenging physical activities and participation is not without risk as ramps and the other park obstacles contain some residual risk of injury. Park etiquette and safety information will be strategically placed in and around the park.

Safety

An adult must supervise a child of 4-7 years of age within the park at all times. One adult is permitted to supervise a maximum of 5 children aged 4-7 years.

For safety reasons, all participants must be reasonably fit and healthy, at least 8 years of age to ride unaccompanied, and have reasonable eyesight or wear contact lenses or prescribed glasses. If you have any concerns, we advise that you visit our Park prior to your booking and speak to a member of staff from the Skate Park. Anyone who does not meet these requirements, or does not feel confident to undertake the Activities on the day, or is unfit to undertake the Activities in the opinion of either a Park member of staff or the participant, will not be allowed to undertake the Activities and will receive a full refund for pre-paid booking fees.

The Activities are physically demanding and require a degree of agility, strength and stamina. Participants must always participate within their ability - only the individual knows or understands their own limits and competencies. If you are unsure of whether you can complete a manoeuvre you should not attempt it. If participants have medical concerns they are advised to consult their doctor in advance. Participants will be required to certify that they do not suffer from any medical condition which would make it more likely that they would be involved in any incident which could result in injury to themselves or others. Due to the physical nature of the Activities, we recommend that pregnant women should not take part.

The Skate Park reserves the right to refuse admittance to the Activities or to remove a participant from the Activities should it deem it necessary to do so. This includes a participant who does not comply with the safety rules and advice or who is deemed to be under the influence of alcohol or drugs.

Open Sessions are for riders aged 8 years and over. There are specific Junior Sessions which permit riders under 8 years of age. The minimum age for Junior Sessions is 4 years.

For Adults Only sessions, there will not be a dedicated member of the Aura team on duty in the Skate Park, therefore, an adult is not permitted to ride alone during this session. Adult riders must be accompanied by another paying rider or an adult spectator. In the event that a member of the Aura team needs to be contacted, adult riders are advised to visit the leisure centre's main reception.

Aura's specific risk assessment relating to unstaffed Adults Only sessions can be viewed upon request.

Liability

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Activity. Except as otherwise provided in these Booking Terms and Conditions any liability of Aura Leisure & Libraries shall be limited to the refund of any charges paid to Aura Leisure & Libraries. Nothing contained in these Booking Terms and Conditions is intended to nor shall limit the liability of Aura Leisure and Libraries in respect of death or personal injury caused by the negligence of us or our employees, agents or contractors.

Complaints

If you have any questions or complaints about the services, please contact us. You can contact us on 01352 704200 or at info@aura.wales

Alternatively, please speak to one of our staff at the Park.

Your Information

We will use any personal information you provide to us in accordance with our Privacy Policy, a copy of which can be found online.

Assignment

We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the

transfer, you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance.

Applicable Law

These terms are governed by United Kingdom law and you can bring legal proceedings in respect of the services in the UK courts. If a court finds part of these Terms and Conditions illegal, the rest will continue in force.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

Who We Are and How to Contact Us

This website (www.aura.wales) is operated by Aura Leisure and Libraries Limited (“We”). We are registered in the UK under company number 7610 and have our registered office at Deeside Leisure Centre, Chester Road West, Queensferry, Flintshire, United Kingdom, CH5 1SA.

By Using Our Site You Accept These Terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

There Are Other Terms That May Apply to You

Our Privacy Policy also applies to your use of our site, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate. Whenever you purchase activities at the park from our site, our terms and conditions of supply will apply to the sales.

We May Make Changes to These Terms

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

We May Make Changes to Our Site

We may update and change our site from time to time to reflect changes to our products, our users’ needs and our business priorities.

We May Suspend or Withdraw Our Site

Our site is made available free of charge. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our Site Is Only for Users in the UK

Our site is directed to people residing in The United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

How You May Use Material on Our Site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site. You must not modify the paper or digital copies of any materials you have printed or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged. You must not use any part of the content on our site for commercial purposes without obtaining a license to do so from us or our licensors.

If you print, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do Not Rely on Information on this Site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We Are Not Responsible for Websites We Link To

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

Our Responsibility for Loss or Damage Suffered By You

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of your participation in activities at our Park, which will be set out in our General User Terms and Conditions and Risk Acknowledgment and Disclaimer.

Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Which Country's Laws Apply to Any Disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by UK law and the jurisdiction of the courts of The United Kingdom.