

TERMS & CONDITIONS

BOOKING TERMS AND CONDITIONS

In these Terms, the following definitions shall apply:

Waterpark: means either Splashdown (Poole) or Splashdown (Quaywest), as applicable; and

We/Us/Our: for Splashdown (Poole) this means Lemur Leisure Limited (Company No. 02697597), whose registered office is at Splashdown, Tower Park, Poole, Dorset, BH12 4NY. For Splashdown (Quaywest) this means Lemur Attractions Limited (Company No. 13138010), whose registered office is at Splashdown, Tower Park, Poole, Dorset, England, BH12 4NY.

GENERAL

These terms tell you the rules for visiting our Waterpark. You should read these terms and our Visiting Information page carefully before booking.

Confirmation of your booking is based upon the acceptance of and adherence to our Admissions Policy and Health and Safety Guidelines. Safety signs and any safety information / guidance given by Waterpark staff must be adhered to at all times. Rules and regulations applying to individual slides / attractions can be found at the entry point to each slide / attraction. You accept that you have a duty to take reasonable steps to ensure your own safety, taking into account any personal medical conditions or other factors that may increase the risk of harm.

If tickets are bought on behalf of other guests, the buyer accepts these Terms on behalf of every guest in the group, and shall ensure such guests comply with these Terms.

We reserve the right to vary these Terms at any time without prior notice.

TICKETS / ADMISSIONS

Please refer to the booking section of our website for prices and availability. We operate timed sessions in order to control volume.

All persons entering the Waterpark must pay for admission or hold a valid ticket. The sale of tickets / vouchers by anyone other than us is strictly prohibited. Tickets are not for resale and will become automatically void on any transfer for value.

Tickets are valid only for the date and time stated. If you are unable to attend on the date / time you have booked, subject to availability you can transfer your ticket to another date / time by logging in to your account up to 5 days / 120 hours before your booked date / time. If you booked less than 5 days / 120 hours in advance and are unable to attend on the date / time you have booked, emailed requests to alter the date / time of your visit will be considered at our sole discretion. For the avoidance of doubt, this does not apply to parties, group bookings or private hires.

Non-attendance without notice will result in tickets becoming forfeit. Tickets are non-refundable and no reimbursement will be given for tickets not fully used. For the avoidance of doubt, tickets are non-refundable in the event that admission is refused or relinquished for any reason.

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We will send your order reference to the email address you provided in your account details immediately following successful check out. Your order reference is your ticket. Please check all email folders before you contact us to let us know that you have not received your order reference. We are not responsible for late or non-delivery of your order reference. We may have to suspend the supply of your order reference to deal with technical problems or to make minor technical changes to our website. Please contact us if you think your order reference is wrong. You can view your orders at any time by logging into your account.

You must arrive at the Waterpark between the arrival times specified in your order reference. Arrival outside of these times does not guarantee entry, and you may have your session cut short if you arrive late.

We operate a strict adult to child ratio policy in order to comply with health and safety standards:

Children aged 12 and above may enter the Waterpark unaccompanied at the sole risk of their parent / carer. Please note that lifeguards are not charged with the supervision of children.

Children aged 9-11 may use the slides / attractions if they have an adult in the spectator area and are accompanied by at least one other slider aged 9 or above.

Under 9s must be supervised by an adult (18+) everywhere in the Waterpark at all times. An adult should not be supervising more than two children aged 5-8 at any one time.

Under 5s must be supervised on a 1:1 basis everywhere in the Waterpark at all times. An adult companion ticket must be purchased for every child under the age of 5. A maximum of two companion tickets per child is permitted. Companion tickets do not give access to the slides / attractions. Any adult who wishes to slide should buy a full price ticket. You may share your smart wristband with the second companion adult if you both wish to take turns on the slides / attractions.

Under 1s are free of charge and do not require a ticket.

If a party host is included in your package, the host constitutes one responsible adult.

We reserve the right to vary the age restrictions referred to in these Terms at any time without prior notice.

OUR COMMITMENT TO PROVIDE A SERVICE

We endeavour to ensure that as many slides / attractions as possible are available for use by guests at the Waterpark. We in our absolute discretion reserve the right to close the whole or any part of the Waterpark and / or restrict the number of persons having access to the Waterpark and / or vary the Waterpark's operating hours at any time. The reason for any such closure or restriction may include (but is not limited to): technical or operational reasons, capacity, special events, or to ensure the safety and security of guests. If the entire Waterpark is closed for any reason, we reserve the right to offer substitute tickets for admission to the Waterpark on an alternative date in substitution for any other form of redress.

For the avoidance of doubt, no refund or reimbursement will be given in the case of non-operation or downtime of individual parts of the Waterpark.

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OUR RIGHT TO REMOVE YOU

We reserve the right to refuse admission to the Waterpark, ban from entry to the Waterpark, or remove from the Waterpark any person whose presence or behaviour may affect the enjoyment and / or safety of other guests or our staff. This is without prejudice to any claim that we may have against you arising out of your actions. If any guest in breach is a member of a group, then such group of individuals may also, at our discretion, be denied entry or escorted from the Waterpark without any right to a refund.

LOCKERS AND WRISTBANDS

We assume no liability for the loss or damage to any personal property. Our lockers require a refundable £1 deposit per locker.

A smart wristband is automatically included with each regular admission. This does not apply to Under 5s tickets, their companions, or spectator tickets. Your wristband will be loaded with your session length and will no longer activate the traffic lights on the rides once expired.

Please do not damage or lose your smart wristband as you will not be able to continue your session without it. In the event that you encounter any difficulty with your smart wristband, please do not remove it. Ask a member of staff in the café or the Waterpark manager to assist you. Lifeguards on station will not be able to assist you and asking them will distract them from their role.

We reserve the right to charge for lost or damaged smart wristbands.

MEAL DEALS

You will be issued a special smart wristband on entry to the Waterpark. You are free to have your meal at whatever time you choose. No discount or refund will be offered if you decide not to take up the meal option. Any items ordered in addition to the meal deal menu will be an additional charge, payable in the café.

Hot food – choose either a sausage roll, pastie or hot dog. They all come with regular fries and a regular soft drink, tea or coffee.

Kids – choose either a kids' hot dog with small fries and a 12oz soft drink, or a kids' lunch box. A kids' lunch box includes a choice of kids' sandwich (ham, cheese or jam), crisps, fruit drink, a yoghurt, and a choice of an apple, satsuma or banana.

We reserve the right to substitute menu items if an item is not available. If you have special dietary requirements, please let us know and we will do our best to assist. It is especially important to highlight any allergies.

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SPECIAL TERMS RELATING TO PARTIES / GROUP BOOKINGS / GIFT VOUCHERS

PARTIES

Confirmation of your party booking is based upon your acceptance and adherence to these Terms.

Party slots are limited and are booked on a first come, first served basis.

Parties must be fully paid for at the time of booking. We will send your order reference and a request for further information to the email address you provided in your account details immediately following successful check out. You will also receive a party pack confirming the date and time of your party, your party invitations, and a food menu if applicable. You must register the number of party guests up to 48 hours before your booked date.

Party bookings must be made at least 7 days in advance. Parties cancelled within 7 days of the booked date will incur a charge equivalent to the base price of the party.

Parties cancelled 7-14 days before the booked date will incur a cancellation fee equivalent to 50% of the base price of the party.

Parties cancelled 14-21 days before the booked date will incur a fixed cancellation fee of £50.

There is no cancellation fee for parties cancelled 21 days or more prior to the booked date.

Please contact us as soon as possible if you need to postpone your party. We will either arrange for your party to be held over until another date / time to be decided, or subject to availability we will transfer your party to another date / time. On the day postponements are subject to a fixed fee of £50.

In the unlikely event of us having to cancel, we will use our best endeavours to re-arrange your party. All monies paid by you shall be refunded if we cannot find a suitable alternative date / time.

Your party booking has a degree of flexibility but not below the minimum number of guests stated for your party type. Please contact us as soon as possible if the number of children attending is more or less than the number specified in your booking. We require at least 24 hours' notice in order to be able to accommodate for two or more additional children. If the number of children attending changes on the day of your party, we will refund a maximum of two guests at our discretion.

Party bookings made for less than the minimum number of guests stated for the party type will be charged the same as the minimum number of guests stated for the party type.

We admit 2 adults free of charge per party, along with 2 free drinks vouchers. Extra party hosts may be available for an additional £30, however a minimum of 7 days' notice is required. We do not provide additional party parent tickets or drinks vouchers for shared parties. Additional adults and children not included in the party booking must pay for admission or hold a valid ticket and will not be provided with food unless otherwise paid for.

You are required to leave the Waterpark after your designated party slot.

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You can contact our party co-ordinators via email at groupsandparties@lemurattractions.co.uk, or by phone on 01202 711570.

As the party organiser, you are responsible for:

staying within the facility throughout the party;

ensuring that we have been made aware of any guests with special dietary requirements or additional needs;

ensuring that amendments to your booking are communicated to us in line with these Terms;

ensuring that all members of your group are aware of the Waterpark rules and confident in the water; and

reminding those with parental responsibility for attending children that they should not allow their child/ren to attend the party if they are unwell or have had vomiting or diarrhoea in the past 48 hours.

GROUP BOOKINGS / PRIVATE HIRES

Confirmation of your group booking / private hire is based upon your acceptance and adherence to these Terms.

Group slots / private hires are limited and are booked on a first come, first served basis.

Group bookings – No deposit is required on booking. However, the full balance is due 14 days before your visit. We reserve the right to cancel your booking if you have not paid by this time. We can take this payment over the phone by card, or it can be invoiced in advance.

Private hires – on booking a flat fee of £250.00 non-refundable deposit will either be taken over the phone or invoiced. The full balance is due no later than 28 days before your visit. We reserve the right to cancel your booking if you have not paid by this time.

Additional admissions can be added with 24 hours' notice and must be paid for at the time of booking.

You can make reductions to the number of guests on your booking up to 48 hours prior to your booked slot. If amendments to your booking mean your numbers are different to the number originally booked, we will amend your price per head in accordance with the prevailing rate for that group size. Any reductions after this time will not reduce your final cost.

If you arrive later than the pre-arranged time we will endeavour to accommodate your group for the slot booked. However, we reserve the right to cut your visit short. Under extreme circumstances, your visit may need to be postponed.

No refunds or reimbursements will be issued for late arrivals.

One group leader will be admitted free of charge for every 20 full-paying admissions. Please designate a group leader to oversee the distribution of your group's wristbands.

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Group bookings are not exclusive unless booked as a private hire.

Any group booking / private hire that includes guests under the age of 12 is subject to our adult to child ratio policy.

If any of your party have special dietary requirements, a disability, or additional needs, please let us know and we will do our best to support them during their visit. Please read our accessibility statement in our website footer for further information.

You can contact our group booking / private hire co-ordinators via email at groupsandparties@lemurattractions.co.uk, or by phone on 01202 711570.

GIFT VOUCHERS

Gift vouchers come with a presentation slip and envelope. Once we receive your order, we will send your voucher(s) in the post to the address supplied. Please allow 5-7 working days for delivery. Gift vouchers are valid for 18 months and can be used on any operational day before the expiry date. The recipient will be required to contact us to book their visit. A minimum of 48 hours' notice must be given, and visits may only be booked subject to availability.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

business customers

You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

If you are a business customer these Terms constitute the entire agreement between us in relation to your booking. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these Terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

our liability to consumers

We are responsible for losses you suffer caused by us breaching these Terms unless the loss is unexpected, caused by a delaying event outside our control, avoidable, or a business loss.

our liability to businesses

If you are a business, then:

we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.

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losses we never limit or exclude

Nothing in these terms shall limit or exclude our liability for:

death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

fraud or fraudulent misrepresentation;

breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

defective products under the Consumer Protection Act 1987; or

any matter in respect of which it would be unlawful for us to exclude or restrict liability.

PERSONAL DATA

How we use any personal data you give us is set out in our Privacy Policy available on our website.

OTHER IMPORTANT TERMS

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.

These Terms are between you and us. No other person shall have any rights to enforce any of these Terms.

If a court or other authority decides that some of these Terms are unlawful, the rest will continue to apply.

If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaching these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.