

Terms and conditions

Booking terms

Welcome to Northumbrian Water's Waterside Parks Fun Run's terms and conditions. These terms and conditions ("conditions") apply to booking and attending the event, use of Bookwhen website and, by booking or attending the event, or accessing the site, you agree to be bound by them.

You can make bookings for tickets to Northumbrian Water's Waterside Parks, Fun Run's (the "event") online over the internet. You will need a valid email address.

The Fun Run's are aimed at all age ranges.

All children attending the event must be supervised by a responsible adult aged 18 or older at all times during their time onsite.

The person making the booking accepts these conditions on behalf of everyone attending the event under that booking.

By attending the event or taking part in any activities, you acknowledge that you have read, understood, and accept the conditions and agree to abide by the safety guidelines and rules. You also accept that Northumbrian Water cannot accept liability for injury caused due to non-compliance with the safety guidelines and rules.

Dogs are welcome to the event's however must be kept on a lead during the run's

Northumbrian Water reserves the right to alter or amend the terms and conditions of the booking process, the use of our facilities and the event without prior notice. For an up-to-date copy of these details please check on our website <https://bookwhen.com/derwent-activities>.

Access advice

We are happy to give advice and assistance on access to the event for anyone with specific needs, such as wheelchair use. Please contact us at info@watersideparksuk.com

Refunds

Once purchased, tickets cannot be refunded. If for any reason you can't attend the event after the purchase of tickets you may not transfer or sell these tickets to anyone else, as set out below.

The only circumstance in which refunds may be given is where Northumbrian Water must cancel the event.

No refunds can be given where:

a) A customer is late for a specific activity. Please allow plenty of time for your journey and parking.

- b) Poor weather conditions.
- c) A customer is injured prior to the event.

Transfers

You cannot transfer your ticket to someone else without the permission of Northumbrian Water. Unless this is done, Northumbrian Water will refuse entry to the event and treat the ticket as void.

Cancellation

Where any part of the event has to be cancelled, or re-scheduled, we will use our reasonable endeavours to notify ticket holders. It is your responsibility to ascertain whether any activity has been cancelled or re-scheduled and the date and time of any re-scheduled activity.

Northumbrian Water reserves the right to cancel ticket bookings which we have reasonable grounds to suspect have been made fraudulently.

Tickets may be restricted to a maximum number per person. Northumbrian Water reserve the right to cancel tickets purchased in excess of this number.

If any payment has been rejected by the designated card payment system the ticket(s) will automatically be cancelled.

Privacy

We have collected personal information from you in order to provide you with a great experience at the event. You may well have given us personal information about your children, where they are attending. We will treat this information confidentially, and we comply fully with GDPR regulations. In some cases, you may also have given us information which is considered 'sensitive'. We are only prepared to accept this from you on the condition that we have your consent or, where the information relates to someone else, that you have obtained their consent, for us to use it in this way.

We confirm that any personal information which you provide to us will only be used in accordance with the registration which Northumbrian Water has with the Information Commissioner's office. Your personal information will be used within the Northumbrian Water group, this includes but is not limited to the Halloween Trail, Derwent Waterside Park and Northumbrian Water's Waterside Parks. It will also be disclosed to third parties who are assisting us with the event. Any such third party will equally treat your information as confidential and will comply with the Data Protection Act 2018

(GDPR) when processing it.

None of your personal information will be provided to any outside organisation (not involved with the event) for marketing purposes. You should be aware that police and other regulatory authorities have statutory powers to request personal information from us in certain circumstances.

We will use your personal information to allow you to make future leisure bookings online, and to keep you informed by mail; telephone; or electronically of other leisure products or services which may interest you. If you would prefer not to be contacted further in this way, please write to the Marketing team, Northumbrian Water, Abbey Road, Pity Me, Durham DH1 5FJ or use the unsubscribe option on any future e-mail. For more information, please visit our website www.nwl.co.uk and view the Privacy Policy.

General The ticket holder must comply with the event safety guidelines. If anyone in your party does not follow the safety guidelines and rules or behaves in a way which is likely to cause damage, nuisance or injury, Northumbrian Water has the right to eject the ticket holder from the event. Northumbrian Water reserves the right to alter, suspend or remove price-bands, concessions, discounts and availability without prior notice. This does not affect your statutory rights. Northumbrian Water is entitled to assign any of its rights or obligations under these Conditions. Where any person other than the party to the booking transaction seeks to rely on or enforce the contract made by the booking transaction, they shall be subject to these Conditions in full, including any restrictions and limitations.

Liability

Northumbrian Water cannot be held responsible for any tickets which are lost or stolen. Additional fees may apply if copies of tickets are requested.

Ticket holders acknowledge that they are responsible for any loss or damage they or a member of their party may cause whilst attending the event.

Any liability which Northumbrian Water and its officers, directors, agents and employees may have to ticket holders under any circumstances (other than liability for death or personal injury caused by our negligence) will be limited to the greater of (a) the total cost of the tickets for the event or (b) £100.

Northumbrian Water accepts no liability for any claims, costs, damages or losses suffered by anyone attending the Event.

Severance

If any part of these conditions is held unlawful, void or, for any other reason, unenforceable, that provision will be deleted and will not affect the validity and enforceability of the remaining provisions.

Entire agreement

You confirm that, in accepting these conditions, you have not relied upon any other assurance, statement or representation and agree that you will have no remedy in respect of any such assurance, statement or representation. In addition, any earlier version of any terms and conditions relating to the event is superseded by this version of the conditions.

Governing law

These conditions are governed by, and construed in accordance with, the laws of England and you irrevocably submit to the jurisdiction of the English courts.